COLLECTIVE BARGAINING AGREEMENT

between the

Hanford Elementary School District

and the

Hanford Elementary Teachers Association

July 1, 2025 – June 30, 2028

TABLE OF CONTENTS

ARTICLE 1:	AGREEMENT	1
ARTICLE 2:	RECOGNITION	3
ARTICLE 3:	NONDISCRIMINATION	5
ARTICLE 4:	ASSOCIATION RIGHTS	7
ARTICLE 5:	DISTRICT RIGHTS	13
ARTICLE 6:	GRIEVANCE PROCEDURES	15
ARTICLE 7:	PROFESSIONAL DUES AND PAYROLL DEDUCTIONS	23
ARTICLE 8:	TRANSFER	25
ARTICLE 9:	CERTIFICATED EVALUATION AND PERSONNEL FILES	37
ARTICLE 10:	TEACHER SAFETY	63
ARTICLE 11:	SCHOOL CALENDARS AND WORK YEAR	67
ARTICLE 12:	FACULTY ADVISORY COMMITTEES	69
ARTICLE 13:	TEACHING HOURS AND TEACHING LOAD	71
ARTICLE 14:	CLASS SIZE	81
ARTICLE 15:	SUMMER SCHOOL	83
ARTICLE 16:	LEAVES	85
ARTICLE 17:	LAYOFFS DUE TO A REDUCTION IN ATTENDANCE DISCONTINUANCE OF A PARTICULAR SERVICE	101
ARTICLE 18:	EMPLOYEE GROUP HEALTH AND WELFARE INSURANCE BENEFITS	103
ARTICLE 19:	EARLY RETIREMENT PLANS	111
ARTICLE 20:	SALARY	115
ARTICLE 21:	PAYMENT FOR CO-CURRICULAR ACTIVITIES	121
ARTICLE 22:	TEACHER TRAVEL	123
ARTICLE 23:	NEGOTIATING PROCEDURES	125
ARTICLE 24:	MAINTENANCE OF STANDARDS	127

ARTICLE 25: STATUTORY CHANGES 129
ARTICLE 26: SAVINGS 131
ARTICLE 27: MISCELLANEOUS PROVISIONS 133
ARTICLE 28: SHARED TEACHING CONTRACTS 135
ARTICLE 29: EFFECT OF THE AGREEMENT 139
APPENDIX A-1: CREDENTIALED TEACHER SALARY SCHEDULE "A"
APPENDIX A-2: NON-CREDENTIALED TEACHER AND INTERN SALARY SCHEDULE "B"
APPENDIX A-3 SCHOOL NURSE SALARY SCHEDULE "C"
APPENDIX B: 2026-2027 SCHOOL CALENDAR

ARTICLE 1: AGREEMENT

A. The Articles and provisions herein constitute a bilateral and binding agreement by and between the Trustees of the Hanford Elementary School District, hereinafter referred to as the District or the Board, and the Hanford Elementary Teachers Association/California Teachers Association/National Education Association, hereinafter referred to as the Association.

B. This Agreement is entered into pursuant to the provisions contained within the Rodda Act.

C. The term of the Agreement shall commence on July 1, 2025, and shall remain in full force and effect until June 30, 2028. However, it is agreed that either party may "reopen" for the 2026-2027, 2027-2028 school years, negotiations on Article 11: School Calendar and Work Year, Article 18: Employee Group Health and Welfare Insurance Benefits, and Article 20: Salary.

ARTICLE 2: RECOGNITION

A. The Board recognizes the Association as the exclusive representative for all employees in the appropriate unit of certificated employees. Certificated employees include teachers, special education teachers, induction coaches, instructional coaches, nurses, band teachers, physical education teachers and other specialty teachers (art, music, technology).

B. The appropriate Unit shall exclude all employees who work one-half (1/2) or more time in one of the following classifications and any other positions designated as management in accordance with Government Code Section 3540.1:

1. Superintendent
2. Assistant Superintendent
3. Director
4. Curriculum Specialist
5. Principal
6. Vice Principal
7. Learning Director
8. Psychologist
9. Administrative Intern
10. Program Specialist, Special Education
11. School Counselor
12. School Social Worker

C. Day-to-day substitute, temporary teachers working less than a semester, and Home Instruction teachers shall also be excluded from the appropriate Unit.

D. Teachers employed on Temporary or Categorical contracts on a full-time basis for a semester or longer shall be included as part of the certificated bargaining unit and shall be entitled to all benefits herein set forth. This shall not, however, be construed as granting

such teachers statutory rights not expressly set forth in law, including, but not limited to, continued employment rights.

ARTICLE 3: NONDISCRIMINATION

A. The Board shall not discriminate against any teacher on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex or sexual orientation, political affiliation, or membership in an employee organization or participation in the activities of an employee organization. The foregoing shall not be construed to restrain or limit the District from complying with state and federal law regulating the rights of persons in the "protected classes" enumerated above.

B. In the event that a unit member processes a grievance under the provisions of this article, it shall not be construed by the parties as negating or limiting the right of said unit member to pursue remedies of alleged discrimination through other available administrative processes or through the court.

ARTICLE 4: ASSOCIATION RIGHTS

A. The Association shall have the right of access to District employees at reasonable times. The term "reasonable times" as used herein means an employee's meal or rest periods and any time before or after an employee's assigned duty time when such employee is present upon District property, but is not expected to be performing services or to be ready to perform services on behalf of the District. Any representative of the Association who wishes to enter a school campus of the District during hours in which students are present shall notify the principal's office of his/her identity and his/her status as a representative of the Association. Appropriate identification and credentials may be required in instances where management at the campus level does not know or have reason to know the individual's identity or affiliation.

B. The Association and its members shall have the right, for Association business, to make use of school equipment at reasonable times as defined above. Such equipment shall include computers, copiers or other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use.

C. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards normally used by the District for communicating with its employees. No such notices shall contain information that is of a libelous nature. Notices that are posted which are of a political nature shall contain the following disclaimer: "This notice has been posted by the Hanford Elementary Teachers Association and does not necessarily represent the support or endorsement of the Board of Trustees of the Hanford Elementary School District." At least one (1) 3' x 4' bulletin board exclusively for use by the Association shall be provided in each school building in areas frequented by teachers.

D. The Association may utilize District mailboxes and email for non-political communication with its members. Non-political communication means fair and impartial information that is provided to unit members that does not urge the passage or defeat of a ballot measure or candidate (other than candidates running for HETA or CTA offices or positions). Copies of items that are not directly related to Association business, but are intended for general distribution by the Association through the District mail and/or email shall be provided to the Superintendent and/or designee for review at the time of mailing. All materials intended for general distribution by the Association shall be so identified

E. The Association shall have the right to purchase/use a cell phone in the classroom of the Association President. Except in emergency situations, use of such phone service shall not interfere with the Association President's regular instructional responsibilities.

F. The President of the Association shall be presented with materials, exclusive of items appropriate for executive session, to be discussed at regularly scheduled Board meetings at least two (2) days before such meetings. The President shall be notified of all other public sessions of the Board as soon as possible and shall be informed of the subjects to be discussed.

G. Representatives of the Association shall have the right to utilize District facilities to conduct their meetings with District employees. Requests to utilize such facilities shall be made on forms prescribed by the District for control of Civic Center use of public schools and shall be subject to prior requests for utilization of such facilities by groups entitled to their use under provisions of the Education Code. The Association, when desiring use of such facilities, shall file with the Superintendent the certification required by California Education Code Section 40040 et seq. Meetings conducted in such facilities shall in no

way conflict with the work of District employees, and shall in no way conflict with the public school purposes of the District.

H. By October 1 of each year the District shall provide the Association with a seniority list of all members of the bargaining unit. The list shall indicate the type of contract under which each unit member is employed and his/her hire date.

I. A total of ten (10) non-accumulative days of paid annual release time shall be granted to the Association for use by its Representative Council for the purpose of participating in Association business. In addition, the Association President or his/her designee shall have a maximum of twenty (20) days release time annually, with the Association providing for the cost of the substitute. Such release time in increments of one-half (1/2) or one (1) full day shall be used at the discretion of the Association provided the immediate supervisor or his/her designee is given reasonable notice forty-eight (48) hours of impending absences. One-half of these days shall be scheduled by September 15. Such release time shall not be used for renegotiating this contract. Association release time may be utilized in less than half day increments on minimum days and staff meeting days with mutual agreement between the District and the Association.

The negotiation team, five (5) unit members, shall be granted one (1) day of paid annual release time for purposes to prepare for negotiation.

J. Election of Unit Members to serve on citizen/parent advisory committees (School Site Councils and/or English Learner Advisory Committees) established by the District to comply with State and Federal regulations pursuant to compensatory education will adhere to guidelines established by the California Department of Education and consistent with requirements in Education Code 65000 (c) (l).

K. The Association shall appoint a minimum of two (2) members to serve on any District established panel or a number equal to the number of managers created to recruit, screen, and interview applicants for positions requiring certifications, other than those positions represented by the Association, lateral management transfers, promotions, and for the position of Superintendent. The panels shall not be constrained from carrying out their functions if the Association for any reason fails to appoint members or fails to meet the Superintendent's timetable for establishing such panels.

L. A Representative appointed by Association members at a school shall hold one (1) seat on that school site's Faculty Advisory Committee (FAC) established by District Management for the purpose of advising principals. Failure of any Association Representative to attend FAC meetings for any reason shall in no way obstruct or impair the functions or deliberations of such committees.

M. The Association may appoint teacher representatives, at least one from each school site, as appropriate, on all District established committees, standing committees, adhoc committees and administrative task forces which are organized to advise the District. The Association will make a good faith effort to have a mix of teacher appointees on committees so that grade level teachers, bilingual and special education teachers, experienced and new teachers, as well as instructional coaches and nurses, are represented on all applicable committees. Before appointing any committee members, the HETA site representative shall consult with his/her site principal for the purpose of expanding the list to cover special needs of the committee. The right to participate shall be limited to the extent that such matters are within the discretion of the District under law. Failure to

participate for any reason shall in no way obstruct or impair the functions or deliberations of such committees.

N. New Bargaining Unit Member Orientation (AB 119)

1. The District shall provide written notice of the date, time, and location of all Bargaining Unit Member orientations/on-boarding meetings by electronic email to the Chapter President at least ten (10) work days in advance of the annual orientation meeting(s) or ten (10) work days in advance of other orientation/on-boarding meetings that may occur throughout the year.
2. In the event the District is unable to comply with the above the District shall, at the request of the Association, reschedule the orientation/on-boarding meeting and provide advance notice to the Association. If, however, the District provides proof that there was an urgent need critical to the employer's orientation that was not reasonably foreseeable, the Association shall be provided as much notice as possible.
3. The Association shall be provided up to two (2) hours of uninterrupted time for the Bargaining Unit Member orientation/on-boarding meetings held annually prior to the start of the teacher work year. The District administration will excuse themselves during the Association's time if requested. The Association may invite California Teachers Association (CTA) endorsed vendors and CTA staff to orientation/on-boarding meetings.
4. Annual New Teacher Orientation is held prior to the start of the teacher work year. If, however, the orientation/on-boarding meetings are held during contractual time, the Association shall have District paid release time for one Bargaining Unit

representative to attend and participate in the orientation/on-boarding meetings for not more than one hour.

5. The following new bargaining Unit Member information will be sent from the District to the Association President and the Kings/Tulare UniServ Unit electronically no later than thirty (30) days after the date of hire or by the first pay period of the month of hire. This contact information shall include the following items if the items are included in the District's records:

   - Name
   - Home Address
   - Phone Number
   - Personal e-mail
   - Last four (4) Digits of Social Security Number
   - Date of Hire
   - School Site
   - Grade Level/Assignment

6. The above information for all Bargaining Unit Members will be sent from the District to the Association President and the Kings/Tulare UniServ electronically on September 30, January 31, and May 31 of each year.

ARTICLE 5: DISTRICT RIGHTS

A. There is reserved exclusively to the district all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and Constitution of California and of the United States of America.

B. The Board, through its management staff, shall be free to exercise all of its managerial rights and authorities. Except as limited by law or by a specific provision of this Agreement, those rights and authorities shall include, but shall not be limited to the following:

1. To manage and direct its operations and its certificated personnel; such direction to be for the purpose dictated by District goals including but not limited to greater pupil performance and high employee morale.
2. To manage, control, and determine the mission, goals, objectives, and educational philosophy of its component facilities, programs, and operations. (The District recognizes its obligation under the law to consult with the Association on the definition of educational objectives.)
3. To create, change, combine or abolish positions, position classifications, departments and facilities in whole or in part. The District agrees to notify the Association prior to action if a position represented by the Association is directly affected.
4. To insure the rights and educational opportunities of its students.
5. To subcontract or discontinue work for economic or operational reasons.
6. To hire, assign, evaluate, transfer, reassign, promote, terminate, and otherwise maintain the discipline and efficiency of its employees.

7. To determine its curriculum. (The District recognizes its obligation under the law to consult with the Association regarding the determination of the content of courses and curriculum.)
8. To establish work standards, schedules or operations and work loads.
9. To specify work assignments.
10. To schedule working hours.
11. To determine the type and scope of work to be performed and the services to be provided.
12. To determine, develop, and implement its budget and procedures therefore.
13. To determine the methods, processes, means, personnel and places of providing services.
14. To take any action on any matter in the event of an emergency.

ARTICLE 6: GRIEVANCE PROCEDURES

A. Purpose

1. The purpose of this procedure is to secure, at the lowest management level, equitable solutions to the problems which may, from time to time, arise, affecting matters within the scope of this contract. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of a teacher or Association representative to discuss the matter informally with any manager in the appropriate chain of grievance processing at or below whatever step the formal process may have reached in order to have the matter settled amicably and without the further use of a formalized procedure. At any stage, either party may be accompanied by a conferee. If such informal discussions take place, they must be within the timelines set forth below for the formal grievance process, unless extended by mutual agreement between the District and Association.

B. Definitions

1. Grievance: A grievance is a claim based upon a misapplication, misinterpretation, or a violation of the express terms of this Agreement.
2. Grievant: A grievant is the teacher(s) making the claims, or HETA if the claim is brought by the Association.
3. Grievance processing: A grievance may be processed in accordance with Section C below, either by the affected teacher(s) or by the Hanford Elementary Teachers Association (H.E.T.A.). If the grievance is processed by H.E.T.A., the grievance shall clearly state the affected teacher(s). The Association shall annually, by July 1,

provide the District with the name(s) of the person(s) who is (are) empowered to process grievances on behalf of the Association.

4. Class Action: A grievance brought by the Association in a contract matter affecting teachers at multiple school sites.

5. Day: A day is when the District Office is open for business.

6. Time: The time limits in this procedure may be altered by mutual written agreement of the parties but shall otherwise be strictly adhered to. Any decision not appealed within the time limits from one level to the next level in this procedure shall be considered settled on the basis of the last decision. Time limits for appeal provided at each level shall begin with the day following receipt of the written decision by the grievant.

7. Conferee: A conferee is a fellow teacher, manager, Association representative and/or legal counsel.

8. Immediate Supervisor: The immediate supervisor is the lowest level member of District Management having immediate supervisory authority over the grievant.

C. Procedures for Resolving a Grievance Claim

1. Level I – Informal Conference

a. Teacher Grievance: A teacher shall, within twenty (20) days of an alleged contract violation, first discuss the matter of such possible grievance in an informal conference with his/her immediate supervisor. The informal conference shall be scheduled at a time which is mutually agreeable and which is outside of pupil attendance hours. At this level, either party may be accompanied by a conferee.

b. HETA Class Action Grievance: A class action grievance shall be discussed within twenty (20) days of the event leading to the grievance with the Assistant Superintendent of Human Resources. The Association shall provide the names of all schools and all teachers who are affected by the subject of the class action grievance. In order for a class action to proceed, the Association must identify at least one bargaining unit member at each of at least two different schools. The Association's list of teachers affected by the subject of the grievance may be amended at any time during the grievance process to add or delete bargaining unit members.

2. Level II – Formal Grievance

a. If the matter is not resolved at the informal conference and the grievant/ HETA is not satisfied with the decision relating to the grievance, the grievant/HETA shall present the grievance in writing on the proper forms, within ten (10) days after Level I procedures have been exhausted. This statement shall include:

(1) a clear, concise statement of the grievance,

(2) the circumstances involved,

(3) the specific section of the Collective Bargaining Agreement that was allegedly violated,

(4) the date of the informal conference,

(5) the decision rendered at such conference,

(6) a clear and concise statement why the decision is not acceptable, and

(7) the specific remedy sought.

The forms shall be submitted to the immediate supervisor, or to the Assistant Superintendent of Human Resources if a HETA class action grievance.

b. The immediate supervisor or Assistant Superintendent of Human Resources shall communicate his/her written decision to the grievant/HETA within ten (10) days after receiving the grievance claim.

3. Level III - Appeal

a. In the event the grievant/HETA is not satisfied with the decision at Level II, or if no decision has been rendered, the decision may be appealed on the appropriate form to the Superintendent or designee. Such appeal shall be made within ten (10) days after the date upon which the Level II decision is received or is due to be received, whichever is earlier. The grievant/HETA, upon appeal, shall include with the appeal a copy of the original grievance, the decision rendered (if any), the name of the parties and any conferees, and a clear, concise statement of the reasons for the appeal of the decision. The Superintendent or designee shall communicate his/her decision to the grievant/HETA in writing within ten (10) days after receiving the grievance.

4. Level IV – Mediation

a. If the grievance is not resolved at Level III, or if no decision has been rendered within the timelines specified in Level III above, the District and/or the Association may within ten (10) days recommend that the grievance be referred to a neutral mediator.

b. If the parties agree to mediate the grievance, the District shall request the services of a mediator from the California State Mediation/Conciliation Service for the purpose of assisting in an attempt to resolve the dispute.

c. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

d. Either party may elect to terminate the mediation process at any time.

e. In the event that grievant, the Association and the District are unable to resolve the grievance with the mediator's assistance, the Association shall have ten (10) days from the end of the mediation process to proceed to Level V (Arbitration).

f. Any compromise proposals offered by any party during mediation shall remain confidential and shall not be admissible for any reason during arbitration.

5. Level V – Arbitration

a. If the grievant/HETA is not satisfied with the disposition of the grievance at Level III, a request may be submitted that the Association submit the grievance to arbitration. Such request shall be made in writing within ten (10) days after the grievant/HETA has received the Level III decision or within ten (10) days after said decision is due, whichever is earlier.

b. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant/HETA, may submit the grievance to binding arbitration.

c. The Association shall retain full and complete authority to determine whether or not a grievance shall be forwarded for arbitration.

d. The parties shall select a mutually acceptable arbitrator from a list of five (5) obtained from the California Conciliation Service. If the parties do not agree, they shall select from the list by alternately striking four (4) names from the list. The party winning the toss of a coin shall determine which party shall strike first.

e. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator before s/he hears the merits of the grievance.

f. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no authority to change any provisions of the contract or to broaden its scope. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as s/he judges to be proper. The decision of the arbitrator shall be submitted to the Superintendent and the Association and shall be final and binding upon the parties.

g. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses, the cost of a court reporter and his/her transcript of the proceedings if both parties request either a

court reporter and/or a transcript, and the cost of any hearing room(s) shall be borne equally by the District and the Association.

D. Miscellaneous

1. No reprisals of any kind shall be taken by the District against any party of interest, any member of the Association or any participant in this procedure, nor shall the Association take reprisals against the District, or any participant in this procedure.
2. An employee whose presence is necessary during his/her working hours at any meeting, conference or hearing required by this procedure shall, upon notice to his/her immediate supervisor, be released without loss of pay.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate Grievance File and shall not be kept in the official Personnel File of any of the participants.
4. The Association President shall be provided copies of the grievance and management's decision to the grievance at all levels.

ARTICLE 7: PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

1. Any teacher who is a member of the Hanford Elementary Teachers Association/CTA/ NEA, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, received from the Association, the District shall deduct one tenth (1/10th) of such dues from the regular salary check of the teacher each month for ten (10) months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
2. With respect to all membership dues deducted by the District pursuant to authorization of the employee, the District agrees to promptly remit such monies to California Teachers Association (CTA)
3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
4. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher, and make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the District.
5. In any case in which the provisions of this Article are contested and it is necessary for District to defend a position, the Association agrees to hold the District harmless.

ARTICLE 8: TRANSFER

A. Definition of Terms:

1. A "transfer" is: Any action which results in the movement of a regular classroom teacher from his/her current regular classroom position to another regular classroom position.

2. A transfer is not:

   a. A partial change of assignment to a new subject area or discipline [grades seven (7) or eight (8) only].

   b. A change of grade level assignment [grades seven (7) or eight (8) only].

   c. A change in site, grade level, or assignment for Special Education teachers, FLI teachers or band teachers. Note: SDC teachers who have been subject to reassignment of a grade level configuration shall be protected from subsequent reassignment in accordance with H.1.

   d. A change in assignment or site for Specialists not carrying a register. This includes induction coaches, instructional coaches, nurses and itinerant teachers (RSP, band, roving P.E or art teachers and roving leave relief teacher).

   (NOTE: The intent of the parties in a. through d. above is to provide flexibility in staffing the junior high schools and Special Education. Specifically, flexibility is needed when management desires to balance class sizes and/or to make programmatic changes.)

   e. A transfer is not an existing class that becomes a combination class opened due to enrollment needs.

3. A "vacancy" is a position in the bargaining unit for which funds are available and which is not occupied. A position in the unit shall be deemed vacant when:

   a. It is newly created by the District; or

   b. The holder of the position

      1) is granted an unpaid leave of absence for one (1) year or more;

      2) resigns from the District;

      3) retires from the District;

      4) dies;

      5) voluntarily transfers into another position in the District;

4. "Seniority" is based on the number of years of service with the District. Leave of absence is not a break in service.

B. Combination Classes

1. In the absence of volunteers at the affected grade level, the site principal and grade level team will select combination class teachers by seniority.
2. The person selected will not have had a combination class assignment the prior year unless no other options are available at the affected grade level.
3. The designated combination class teacher will reinstate to their previous grade level assignment.
4. Teachers assigned to a combination class will receive an additional $200 classroom stipend.
5. Teacher would receive $1,500 combination stipend as stated in Salary Article.

C. Demographics

Prior to the District's annual staffing meeting, Management and Association Officers will meet and consult to discuss the demographics for the coming year.

1. The Association will be provided with student demographics and anticipated number of classes at each grade level for each school not later than one (1) week prior to the District's annual staffing meeting. The information provided to Association officers shall be kept confidential until after teachers have been notified by their principal of a transfer.
2. Projected demographics for Special Day Classes will be shared with special education staff prior to the District's annual staffing meeting.

D. Voluntary Transfer

1. A teacher may submit a written request for a voluntary transfer at any time after the commencement of the teacher work year and such request will remain in effect until the first day of the new school year the following year. Such request shall be submitted to the District Human Resources Office and shall specify the school(s), grade(s), and/or subject(s) into which s/he wishes to be transferred.
2. A teacher, including those in special assignments such as Special Education, FLI, Instructional/Induction coaches and band teachers shall utilize the voluntary transfer request procedures in the event they wish to vacate their current assignment.
3. During the academic school year and through April 15 only, the District shall email and post vacancies in each faculty room during the academic school year, for no less than (5) days prior to the date upon which the position is to be filled. All notices shall be placed in an area reserved for the Association. Such notices shall include

the school site, grade level, and/or subject area of the vacancy, as well as a date by which the position is to be filled.

4. The District shall include on the "intent to return" forms issued annually to current unit members and teachers on leave, a statement that in order to be considered for a vacancy, a teacher must have on file with the Human Resources Office a written request for transfer.

*5. Currently employed teachers, who have requested a voluntary transfer to a position posted prior to April 15, shall normally be assigned to the position before new personnel are considered for such assignment.

6. When two (2) or more current employees seek a voluntary transfer to a position posted prior to April 15, the teacher with the most seniority in the teacher bargaining unit shall normally fill the vacancy. A balance of experience, expertise and leadership shall be considered when reviewing voluntary transfer requests. *Any denial of a teaching position to the most senior applicant as defined herein shall be for good and sufficient reasons based on the educational needs of the District.

7. Numbers 6 and 7 shall not apply to voluntary transfer requests for vacancies posted after April 15 of the school year prior to the school year in which the transfer would become effective. The District is free to consider outside applicants and in-house candidates at the same time.

8. In any case where management proposes to a unit member that s/he volunteer to transfer into an existing vacancy and said unit member subsequently does volunteer for such a transfer, said transfer shall, for purposes of this Article, be considered as having occurred under the Paragraph D., Voluntary Transfer provisions above.

9. The District will factor in credentials, specialized training, certifications, and college units for placements in programs such as TK, Junior High positions, PE, ART, Band, and Dual Immersion. Requests for transfers into these positions may be denied based on lack of credentials, specialized training, certifications, and/or college units.

E. Administrative Transfer

1. An administrative transfer may be made by the District for good and sufficient reasons based on the educational needs of the District.
2. Principals recommending an Administrative transfer will discuss potential changes in assignment with affected teachers prior to the annual staffing meeting. Teachers will be given a 24 hour notice prior to the conference with his/her administrator. Teachers will be allowed to have a representative present.
3. The District shall notify the affected teacher in person in private after duty day of his/her proposed administrative transfer for the coming year by April 15 of the current school year. Such notification shall identify the reason and the basis for the proposed action and shall include the specific school site, grade level, and/or subject area to which the teacher will be transferred.
4. After the Principals have met with affected teachers, the Association will meet with teachers being proposed for transfer to discuss possible alternate proposals to present to the Superintendent for consideration.
5. Bargaining unit members may request, and shall be granted, a meeting with the Superintendent to discuss the proposed transfer. A bargaining unit member shall be permitted to have an Association representative present.

6. A bargaining unit member who is administratively transferred shall have the right to appeal the transfer through the grievance procedure if the unit member doubts that the transfer was based on the educational needs of the District.

7. A teacher who has been subject to an administrative transfer shall not again be subject to an administrative or an involuntary transfer until s/he has served two (2) years in that position.

8. Regular teachers who have been administratively transferred to a different school and/or grade level shall receive a stipend of One Thousand Dollars and No Cents ($1,000). The stipend shall be payable with the September 30 pay warrant following the transfer/reassignment.

F. Involuntary Transfer – Spring Staffing

1. The District may only involuntarily transfer a bargaining unit member out of a position due to changing enrollment or elimination of a program.

   a. Teachers with the least amount of seniority shall normally be transferred if an involuntary transfer becomes necessary.

   b. The District shall actively seek volunteers at the affected grade level prior to initiating an involuntary transfer. The volunteer will be afforded the same protection and stipend which would be provided to the least senior teacher.

2. The District shall notify the affected teacher in person in private after the instructional day of his/her proposed transfer for the coming year by April 10 (except under F.5) of the current school year. Such notification shall identify the reason for the proposed action.

3. A teacher being involuntarily transferred from his/her current position shall be sent a list of vacancies and a list of the names of the involuntary transfers ranked by seniority by April 10 for the following school year.

4. By April 15, a meeting shall be held for teachers being involuntarily transferred. At this meeting, teachers, by seniority, will select a position from the list of vacancies for the following academic school year. Teachers on the involuntary transfer list shall have priority over voluntary transfers for vacant positions through April 15, prior to the annual staffing meeting. Teachers must meet minimum qualifications to select a position from the list of vacancies for specialized areas such as TK, P.E., Music, Art, FLI, or Special Education. The District may allow a teacher to select a position from the list of vacancies, provided they agree to complete any necessary coursework or other requirements to meet minimum qualifications for the position in a timely manner, as determined by the District.

5. Any teacher who is dissatisfied with his/her new position resulting from the April 15 meeting (See #4 above) shall be given first consideration for vacancies that occur prior to students returning to school before voluntary requests are considered.

6. A teacher who has been subject to an involuntary transfer shall not again be subject to an administrative or an involuntary transfer until s/he has served two (2) years in that position.

7. Regular teachers who have been involuntarily transferred to a different school and/or grade level shall receive a stipend of One Thousand Dollars and No Cents ($1,000). The stipend shall be payable with the September 30 pay warrant following the transfer/reassignment.

8. Any teacher being involuntarily transferred from his/her position shall be given the option to return to his/her position (grade and/or subject), if the position is reopened prior to the students return to school. Teachers electing this option shall waive their rights to benefits provided in Section F.1.b. of this Article.

   a. If the previous position (grade and/or subject) is reopened after the students return to school, the former position will be made available to the teacher the following school year if it is vacant or has been filled by a new hire, unless the new hire is a Probationary I teacher and it would be in the best interest of that teacher to stay in that position for further observation and assistance.

9. The District may involuntarily transfer a probationary teacher during spring staffing for the purposes of providing an alternative grade placement and/or school site, based on the summative evaluation, to support their development. Probationary teachers moved under these circumstances will be provided a $1,000 stipend only no additional protections in the placement.

G. Involuntary Transfer – After April 15 or Fall Balancing

1. The Association and the District recognize and acknowledge that school site enrollment changes may necessitate the District initiation of transfers after the April 15 date described above.

   a. The District will actively seek volunteers at the affected grade level prior to making an involuntary transfer. If a volunteer steps up in lieu of the least senior teacher and is approved for transfer by the Superintendent, said volunteer will be afforded the same compensation and protection from future transfer afforded to the least senior teacher.

b. Should an involuntary transfer become necessary after May 15, the teacher being transferred shall have the choice of three (3) days of additional pay or three (3) days without classroom duties, or any combination of these totaling three (3) days, in order to make proper preparation for the new classroom assignment. Teachers who volunteer in lieu of another teacher will also receive 3 day's pay or 3 days of substitute release time or a combination of both to prepare for class change.

c. A teacher who has been subject to an involuntary transfer shall not again be subject to an administrative or involuntary transfer until s/he has served two (2) years in that position.

d. Regular teachers who have been involuntarily transferred to a different school and/or grade level shall receive a stipend of One Thousand Dollars and No Cents ($1,000). The stipend shall be payable with the September 30 pay warrant following the transfer/reassignment.

2. Any teacher being involuntarily transferred from his/her position:

a. Shall be given the option to return to his/her position (grade and/or subject), if the position is reopened prior to the students return to school. Teachers electing this option shall waive their rights to benefits provided in Section G.1.b. of this Article.

b. If the previous position (grade and/or subject) is reopened after the students return to school, the former position will be made available to the teacher the following school year if it is vacant.

3. The District shall notify the affected teacher in person in private after the duty day of his/her proposed transfer. Such notification shall identify the reason for the proposed action.

H. Reassignment

1. Special Day Class (SDC) teachers who have been subject to reassignment shall be protected from subsequent reassignment for two (2) years, except in the following cases:
    a. Teacher movement into or out of RSP to any position that keeps a register for apportionment purposes.
    b. Movement of a Special Day Teacher with his/her program from one school site to another school sites.
    c. Realignment of SDC grade levels at a school where there is not more than one grade level added to the program.
2. SDC teachers who have been reassigned by the District to a different school and/or grade level configuration (K-3, 4-6, 7-8) shall receive a stipend of One Thousand Dollars and No Cents ($1,000). The stipend shall be payable with the September 30 pay warrant following the transfer/reassignment.
3. The process for determining an RSP split assignment at a school site with two (2) RSP teachers will be as follows:
    a. Student and program needs will be considered through the District developed selection process for RSP split assignments.

b. In the event that the impact on student and program needs is substantially equal, in the absence of a volunteer, the teacher with the least seniority will be selected for the split assignment.

ARTICLE 9: CERTIFICATED EVALUATION AND PERSONNEL FILES

I. TEACHERS

A. Designation of Evaluator - The responsibility for the evaluation of teachers shall rest with each evaluatee's immediate supervisor or the manager(s) designated by the Superintendent. This does not prevent the supervisor from bringing in another district administrator during the scheduled observation, with advance notice to the teacher, to assist in the training of a designated evaluator and/or ensure that the teacher is observed by an administrator whose training and experience is consistent with the teacher's assignment.

B. Teachers shall be evaluated according to the legal standards as established by the State of California, the Board, and as provided by the express terms of this Article.

C. Permanent teachers being evaluated shall be notified in writing by October 1 of the school year in which they are to receive a formal evaluation. The District reserves the right to add other teachers to the evaluation schedule for that school year after October 1. The principal shall notify those teachers that they are being evaluated.

D. Teachers shall be evaluated according to the assessment of their professional competence as it relates to the attainment of those objectives/standards established by the State of California and the District Board and in accordance with the content of the District Teacher Evaluation Form. There will be only one (1) evaluation form used in the District, except the self-evaluation alternative.

E. Non-permanent teachers shall receive a minimum of one (1) formal evaluation each school year until permanent status is attained.

1. The evaluation shall be completed by the end of the twentieth (20^{th}) week of the school year.
2. The formal evaluation shall be preceded by a minimum of three (3) observations for the first year of teaching in the district and two (2) observations for the rest of the non-tenured years. Observations will not be less than twenty (20) minutes each, one of which shall be announced by the supervisor to the teacher at least five (5) working days in advance.
3. The announced observation shall be preceded by a pre-observation conference between evaluator and evaluatee.
4. A post-observation conference shall take place within two (2) weeks following any observation, excepting recess and holiday periods, absence(s) of teacher or evaluator, and circumstances outside the control of either party. The evaluator shall provide the teacher with a written summary of the formal observation at that conference.
5. Intent not to reelect a Probationary II Teacher for employment for the following year shall be made known by March 15.

F. Permanent teachers and teachers on a temporary or restricted contract who have served a minimum of two (2) years [one (1) year of teaching credit shall be for fifty (50%) of the teaching year] with the District shall normally receive a minimum of one (1) formal evaluation every other year.

A certificated employee and his/her evaluator may mutually agree that the employee will be evaluated only once every five years if:

- The certificated employee has permanent status

- Has been employed by the school district for at least 10 years
- Is fully authorized to teach in the state of California in their current position.
- Previous evaluations show that the employee meets or exceeds the standards

If either party wants to change the evaluation agreement, either may withdraw consent at any time.

1. The summative evaluation shall be due no later than thirty (30) days prior to the end of the school year.
2. The formal evaluation shall be preceded by a minimum of one (1) observation of not less than twenty (20) minutes, which shall be announced by the supervisor to the teacher at least five (5) working days in advance.
3. Each permanent teacher shall have a pre-observation and post-observation conference with his/her evaluator regarding the observation.
4. This post-observation conference shall take place within two (2) weeks following the observation, excepting recess and holiday periods, absence(s) of teacher or evaluator, and circumstances outside the control of either party. The evaluator shall provide the teacher with a written summary of the formal observation at that conference.
5. If the evaluator has a concern(s) about conduct observed during the observation, the evaluator shall indicate to the teacher the area(s) of concern, make suggestions for improvement, allow time for improvement, and conduct a minimum of one additional observation no sooner than five (5) working days

following the last observation conference when area needing improvement is observable. During the second post observation conference, the principal shall review concerns or “next steps” which were noted and discussed during the first observation conference. Repeat observations will not occur for areas needing improvement that are not observable. These areas fall under Standard 5 and 6 of the evaluation form. The formal evaluation shall not normally include "Areas Needing Improvement" or "Areas of Unsatisfactory Performance" unless the teacher has been informed of these concerns and been given opportunity to correct them.

6. If the evaluator observes conduct which does not require additional observation, the formal evaluation shall be completed within one calendar month, excluding holiday and recess periods, absences of teacher or evaluator, and circumstances beyond the control of either party.

G. Both evaluatee and evaluator shall be required to sign formal evaluations. Signature of the evaluatee does not necessarily indicate concurrence with the evaluation.

H. When a written statement is made which reflects a need for improvement, or unsatisfactory performance, specific written explanations and suggestions for improvement, shall be included by the evaluator.

I. Management support for unsatisfactory performance:

Unsatisfactory performance by a teacher, according to the criteria for evaluation, shall result in the following:

1. Notification, in writing, by the evaluator to the evaluatee of the specific area(s) of unsatisfactory performance. Such notification shall include alternative suggestions for overcoming the stated area(s) of unsatisfactory performance.
2. It will be the responsibility of the teacher to help remediate any of his/her identified problem areas by attempting to implement suggestions made by the administration, recognizing that not every suggestion will resolve every problem.
3. Conference(s) may be arranged by either party to discuss either remediation of the problem area(s) or positive progress relating to the area(s) of unsatisfactory performance.
4. The evaluator shall provide, within the reasonable capabilities of the District, means designed to improve performance. These may include, but shall not be limited to model lesson plans, teaching demonstrations, equipment, support personnel, release time for classroom observations, and suggested/required professional development (i.e., college, university course work, staff development or any combination thereof).

J. Self Directed Evaluation:

1. Principals and permanent teachers may mutually agree to utilize the self-directed evaluation process. A teacher whose prior evaluations indicate unsatisfactory performance shall not be considered for self-directed evaluation.
2. Any teacher not under the self-directed evaluation process will be evaluated using the standard H.E.S.D. evaluation form.

3. Once approved for a self-directed evaluation, the permanent teacher must obtain his/her site principal's approval for a focus area of improvement designed by the permanent teacher to enhance his/her classroom performance. The site principal and the permanent teacher shall agree on the manner by which the teacher shall present the results.

K. All evaluations and supporting documentation shall be sent to the District Office and shall be placed in the teacher's official personnel file.

II. NURSES

A. Designation of Evaluator - The responsibility for the evaluation of nurses shall rest with the Assistant Superintendent of Student Services or his/her designee.

B. Nurses shall be evaluated according to the standards established by the District and as provided by the express terms of this Article.

C. Permanent nurses being evaluated shall be notified in writing by October 1 of the school year in which they are to receive a formal evaluation. The District reserves the right to add other nurses to the evaluation schedule for that school year after October 1. The evaluator shall notify those nurses that they are being evaluated.

D. Nurses shall be evaluated according to the assessment of their professional competence as it relates to the attainment of those objectives/standards established by the District Board and in accordance with the content of the District Nurse Evaluation Form. There will be only one (1) evaluation form used in the District.

E. Non-permanent nurses shall receive a minimum of one (1) formal evaluation each school year until permanent status is attained.

1. The evaluation shall be completed by the end of the twentieth (20^{th}) week of the school year.
2. The formal evaluation shall be preceded by at least one (1) announced observation of not less than twenty (20) minutes, which shall be announced by the evaluator to the nurse at least five (5) working days in advance. Two (2) additional observations or interviews shall occur the first year working in the district and a total of two (2) observations/interviews during rest of non-tenured years.
3. The announced observation shall be preceded by a pre-observation conference between evaluator and evaluatee.
4. A post-observation conference shall take place within two (2) weeks following any observation or interview, excepting recess and holiday periods, absence(s) of nurse or evaluator, and circumstances outside the control of either party. The evaluator shall provide the nurse with a written summery of the formal observation at that conference.
5. Intent not to reelect a Probationary II Nurse for employment for the following year shall be made known by March 15.

F. Permanent nurses and nurses on a temporary or restricted contract who have served a minimum of two (2) years [one (1) year of credit shall be given for fifty percent (50%) of the school year] with the District shall receive a minimum of one (1) formal evaluation every other year consistent with I.F.1. above, a nurse and his/her evaluator may mutually agree that the employee will be evaluated every five years if:

- the nurse has permanent status

- has been employed by the school district for at least 10 years

- previous evaluations show that the employee meets or exceeds the standards.

1. The summative evaluation shall be due no later than thirty (30) days prior to the end of the school year.
2. The formal evaluation shall be preceded by a minimum of either one (1) observation of not less than twenty (20) minutes, which shall be announced by the supervisor to the nurse at least five (5) working days in advance or one (1) interview.
3. Each permanent nurse shall have a pre and post conference with his/her evaluator regarding the observation or interview.
4. The post conference shall take place within two (2) weeks following the observation or interview, excepting recess and holiday periods, absence(s) of nurse or evaluator, and circumstances outside the control of either party. The evaluator shall provide the nurse with a written summary of the formal observation at that conference.
5. If the evaluator has a concern(s) about conduct observed during the observation or interview, the evaluator shall indicate to the nurse the area(s) of concern, make suggestions for improvement, allow time for improvement, and conduct a minimum of one additional observation or interview no sooner than five (5) working days following the last observation conference. The formal evaluation shall not normally include "Areas Needing Improvement" or "Areas of Unsatisfactory Performance" unless the nurse has been informed of these concerns and been given opportunity to correct them.

6. If the evaluator observes conduct which does not require additional observation, the formal evaluation shall be completed within one calendar month, excluding holiday and recess periods, absences of nurse or evaluator, and circumstances beyond the control of either party.

G. Both evaluatee and evaluator shall be required to sign formal evaluations. Signature of the evaluatee does not necessarily indicate concurrence with the evaluation.

H. When a written statement is made which reflects a need for improvement, or unsatisfactory performance, specific written explanations and suggestions for improvement, shall be included by the evaluator.

I. Management support for unsatisfactory performance:

Unsatisfactory performance by a nurse, according to the criteria for evaluation, shall result in the following:

1. Notification, in writing, by the evaluator to the evaluatee of the specific area(s) of unsatisfactory performance. Such notification shall include alternative suggestions for overcoming the stated area(s) of unsatisfactory performance.
2. It will be the responsibility of the nurse to help remediate any of his/her identified problem areas by attempting to implement suggestions made by the administration, recognizing that not every suggestion will resolve every problem.
3. Conference(s) may be arranged by either party to discuss either remediation of the problem area(s) or positive progress relating to the area(s) of unsatisfactory performance.
4. The evaluator shall provide, within the reasonable capabilities of the District, means designed to improve performance. These may include, but shall not be

limited to model lesson plans, teaching demonstrations, equipment, support personnel, release time for observations, and suggested/required professional development (i.e., college, university course work, staff development or any combination thereof).

J. All evaluations and supporting documentation shall be sent to the District Office and shall be placed in the nurse's official personnel file.

III. Additional Certificated Evaluation Procedures

A. No negative evaluation of performance shall be predicated upon information or material of a derogatory nature which has been received by the evaluator from others (such as parents and citizens) unless the following procedures have been adhered to: With regard to parent or citizen complaints, the certificated employee shall first be given written or oral notice of same and an opportunity to discuss and attempt to resolve the matter with the complaining party, together with the appropriate manager.

B. No evaluation of performance shall be predicated upon lawful non-school related personal activities which have no impact upon the certificated employee’s effectiveness as a teacher or nurse.

C. A grievance on any certificated employee’s evaluation shall be limited to the procedure listed above or to a claim that these procedures have been unreasonably applied. Ratings are not grievable.

D. No negative evaluation of classroom performance shall be predicated upon the certificated employee’s use of "controversial" teaching materials provided that such materials are consistent with the age and maturity level of the affected students and

comply with the District's educational and curriculum guidelines and policies. The certificated employee shall be advised in writing at the beginning of the established work year by the District as to the location of said curriculum guidelines and policies.

IV. PERSONNEL FILES

1. In its creation and handling of the personnel files of certificated employees, the District shall comply with applicable provisions of the Education Code.
2. There shall be only one (1) official personnel file on each certificated employee, which shall be located at the District Office.
3. A certificated employee shall have the right to examine his/her file and obtain copies of the materials in the file consistent with the provisions of the law. Such material is not to include ratings, reports, or records which:
   a. Were obtained prior to the employment of the person involved;
   b. Were prepared by an identifiable examination committee member(s); or,
   c. Were obtained in connection with a promotional examination.
4. The person who causes material to be placed in the file shall sign and date the material. Derogatory material shall be placed in the file only after the certificated employee has been given an opportunity to review and comment on said material. Such material shall be filed within a reasonable period of time from the date of the incident or action.
5. The certificated employee shall have the right to authorize a representative to examine his/her personnel file and obtain copies of appropriate items within the file.

6. Costs of reproducing materials shall be borne by the certificated employee requesting such materials to be copied. Costs shall not exceed fifteen cents ($.15) per page.

7. The district shall keep a log indicating the persons (excluding Management and the Board) who have examined the certificated employee's personnel file, as well as the dates such examinations were made.

8. The certificated employee shall be made aware of any derogatory document prior to its being placed in the personnel file, and shall be provided an opportunity to review and reply to any derogatory documents placed in the file, with the reply being attached to the original. Such review shall take place during normal business hours, outside the instructional day, and the certificated employee shall be released from non-classroom duty for this purpose without salary reduction. The certificated employee may (if s/he so desires) be accompanied by no more than two (2) representatives during the course of said review. One of these representatives shall be released from non-classroom duty for this purpose.

9. With regard to such materials being placed in the certificated employee's personnel file, the certificated employee shall first be given notice and an opportunity to review and comment, including the right to enter into the file his/her own written comments. Such review shall take place during normal business hours outside the instructional day, and certificated employees shall be released from non-classroom duty for this purpose without salary reduction.

HANFORD ELEMENTARY SCHOOL DISTRICT

PROFESSIONAL GROWTH PLAN FOR SELF-DIRECTED EVALUATION

NAME:	
SCHOOL:	CLASSIFICATION:
GRADE:	YEARS EXPERIENCE:
DATE:	YEARS UNDER CURRENT EVALUATOR:

1. Professional Growth Objectives:

2. Professional Growth Activities and Resources:

3. Methods and Schedule for Monitoring Objectives:

Projected Completion Date:

4. Evaluatee Report of Progress Toward Objectives:

5. Evaluator's Summative Evaluation Report:

Objectives(s): ☐ Met ☐ Partially Attained ☐ Not Attained

Comments:
[must include all five (5) evaluation criteria (AR 4115)]

Final Review Date	Evaluatee's Signature/Date	Evaluator's Signature/Date

THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE FIVE (5) WORK DAYS FROM RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS YOU MAY WISH, WHICH WILL BE ATTACHED TO THE DOCUMENT AND PLACED IN YOUR PRIMARY PERSONNEL FILE.

Hanford Elementary School District

SUMMATIVE EVALUATION OF TEACHING PERFORMANCE

School:	Date:
Teacher:	Grade/Subject:
Dates of Conferences:	Dates of Observations:
Status of Teacher: □ Tenured □ Probationary II □ Probationary I □ Probationary 0 □ Temporary	

3	**SATISFACTORY** – Meets Standards	2	NEEDS IMPROVEMENT	1	**UNSATISFACTORY** – Does Not Meet Standards

STANDARD 1 – ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	**3**	**2**	**1**
1A: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.			
1B: Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural, and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.			
1C: Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.			
1D: Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.			
STANDARD 2 – CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	**3**	**2**	**1**
2A: Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth.			
2B: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity and facilitate productive interactions to maximize opportunities for each student to learn and thrive.			
2C: Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.			
2D: Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences— to ensure that students' identities are included in classroom interactions and future learning experiences			
STANDARD 3 – UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	**3**	**2**	**1**
3A: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development.			
3B: Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.			
3C: Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth.			
3D: Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.			
3E: Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.			

STANDARD 4 – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	*3*	*2*	*1*
4A: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.			
4B: Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.			
4C: Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.			
4D: Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.			

STANDARD 5 – ASSESSING STUDENTS FOR LEARNING	*3*	*2*	*1*
5A: Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.			
5B: Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.			
5C: Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.			
5D: Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.			
STANDARD 6 – DEVELOPING AS A PROFESSIONAL EDUCATOR	*3*	*2*	*1*
6A: Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.			
6B: Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals.			
6C: Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.			
6D: Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being.			
6E: Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being.			
6F: Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.			
6G: Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.			

Evaluatee Signature Date

Evaluator Signature Date

ADM-100d Revised: 5/9/25

Hanford Elementary School District

PRE-OBSERVATION CONFERENCE FORM

School:	Date:
Teacher:	Time/Period:
Evaluator:	Grade/Subject:

Please answer these questions and bring the completed form to your pre-observation conference.

PRE-CONFERENCE QUESITONS:

1. What will you be teaching in this lesson?

2. What do you expect your students to learn by the end of this lesson?

3. What activities will you and your students be doing?

4. How will you know if your lesson is successful?

5. Is there a specific area/CSTP which you would like me (the principal) to focus during the observation?

6. Comments:

Evaluator_____ Teacher_____

Date_____

ADM-100a 4/00 (Rev. 5/9/25)

California Standards for the Teaching Profession/CSTPs (adopted 2024)

STANDARD 1 – ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING
1A: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.
1B: Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural, and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.
1C: Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.
1D: Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.
STANDARD 2 – CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
2A: Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth.
2B: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity and facilitate productive interactions to maximize opportunities for each student to learn and thrive.
2C: Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.
2D: Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences— to ensure that students' identities are included in classroom interactions and future learning experiences
STANDARD 3 – UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
3A: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development.
3B: Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.
3C: Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth.
3D: Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.
3E: Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.
STANDARD 4 – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
4A: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.
4B: Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.
4C: Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.
4D: Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.
STANDARD 5 – ASSESSING STUDENTS FOR LEARNING
5A: Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.
5B: Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.
5C: Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.
5D: Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.
STANDARD 6 – DEVELOPING AS A PROFESSIONAL EDUCATOR
6A: Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.
6B: Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals.
6C: Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs.
6D: Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being.
6E: Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being.
6F: Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.
6G: Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.

Hanford Elementary School District
FORMAL CLASSROOM OBSERVATION FORM

School:	Date:
Teacher:	Time/Period:
Evaluator:	Grade/Subject:

EVIDENCE OF CA STANDARDS FOR THE TEACHING PROFESSION (during observation)

Evaluator_____ Teacher_____
Date_____

ADM-100b 4/00 (REVISED 5/9/25)

Hanford Elementary School District

POST-OBSERVATION CONFERENCE FORM

School:	Date:
Teacher:	Time/Period:
Evaluator:	Grade/Subject:

POST-OBSERVATION CONFERENCE QUESTIONS:

1. What worked?

2. Lesson Focus – Challenges – Concerns

3. Teacher's Next Steps:

4. Administrator's Next Steps:

Re-visit concerns and next steps written on previous post-observation conference forms.
Please check appropriate box concerning areas needing improvement or next steps:
- ❑ **This is the 1st Observation**
- ❑ **This is the 2nd/3rd Observation**

Evaluator_____ Teacher_____ Date_____

ADM-100c 4/00 (Rev. 10/20/10)

Hanford Elementary School District

EVALUATION PROFILE FOR CERTIFICATED SCHOOL NURSES

School:	Date:
Nurse:	Grade/Subject:
Dates of Conferences:	Dates of Observations:
Status of Nurse: Tenured Probationary II Probationary I Temporary	

1	**SATISFACTORY –** Meets Standards	2	**NEEDS IMPROVEMENT**	3	**UNSATISFACTORY –** Does Not Meet Standards

PUPIL PROGRESS TOWARDS EXPECTED ACHIEVEMENT	**1**	**2**	**3**
• Reviews student health data for compliance with state and district regulations			
• Collects and uses multiple sources of information to assess student health status			
• Uses assessment to adjust and guide intervention strategies			
• Communicates regularly with students and families about student concerns			
• Administers required assessments, completes reports and records data accurately and promptly			
PROFESSIONAL TECHNIQUES AND STRATEGIES	**1**	**2**	**3**
• Uses a variety of assessment methods and case management strategies to meet individual student needs			
• Assists staff, students, and parents to understand the relationship between health status and the student's ability to learn			
• Manages medication administration in compliance with state regulations and district policies			
• Develops student care plans that are medically based and appropriate for the school setting.			
ADHERANCE TO PROGRAM OBJECTIVES	**1**	**2**	**3**
• Demonstrates knowledge of current school health laws and regulations			
• Establishes and maintains standards of school nursing practice			
• Maintains accurate and complete files of each student's cumulative health record			
• Teaches principles of health promotion and disease prevention to students, staff, and parents			
• Ensures that departmental procedures are followed and maintained			
MAINTAINING HEALTH OFFICE CLIMATE AND OPERATIONS	*1*	*2*	*3*
• Promotes an environment that is professional, positive, and productive			
• Provides appropriate supervision and delegation to unlicensed personnel			
• Provides appropriate nursing care to students			
• Establishes a climate that promotes inclusion, mutual respect, consistency, and fairness			
• Maintains appropriate standards of confidentiality			
• **Manages office routines to minimize loss of instructional time.**			
PROFESSIONAL DUTIES AND REPONSIBILITIES	*1*	*2*	*3*
• Demonstrates a good working relationship with parents, colleagues, and other members of the community			
• Adheres to district and school policies and regulations			
• Meets assigned responsibilities and deadlines			
• Participates in required job-related meetings and activities			
COMMUNICATION	*1*	*2*	*3*
• Clearly defines and communicates goals and objectives			
• Uses effective oral and written communication skills			
• Clearly communicates subject matter content when teaching			
• Serves as a liaison between the parent and school in health matters			
• Informs teaching staff of problem health areas and recommended remediation			
• Communicates timely with supervisor regarding health situations or circumstances			

Evaluatee Signature Date

Evaluator Signature Date

Hanford Elementary School District
EVALUATION OF CERTIFICATED SCHOOL NURSES PERFORMANCE
SUMMARY EVALUATION – Page 2

NARRATIVE SUMMARY EVALUATION

5. Describe Nurse's strengths.

6. Suggestions.

7. Improvement Plan (for areas marked "Needs Improvement" or "Unsatisfactory). Specific directives will be given.

_____ _____

*Evaluatee Signature Date Evaluator Signature
Date

*A signature indicates knowledge of, not necessarily agreement with the evaluation.

This document will be placed in your personnel file. You have five working days from the receipt of this document to make any signed written comments you wish, which will be attached to the document and placed in your primary personnel file.

Hanford Elementary School District
PRE-OBSERVATION CONFERENCE FORM

Nurse:	Date:
Evaluator:	Time/Period:

Please answer these questions and bring the completed form to your pre-observation conference.

PRE-CONFERENCE QUESITONS:

1. What will you be doing today?

2. What do you expect to accomplish?

3. What activities will you use?

4. How do you know you're successful?

5. What follow up do you intend to use?

6. Comments:

Evaluator_____ Nurse _____ Date_____

Hanford Elementary School District
NURSE OBSERVATION FORM

Nurse:	Date:
	Time/Period:
Evaluator:	Subject:

Evaluator_____ Nurse_____ Date_____

Hanford Elementary School District

NURSE POST-OBSERVATION CONFERENCE FORM

Nurse:	Date:
	Time/Period:
Evaluator:	Subject:

POST-OBSERVATION CONFERENCE QUESTIONS:

1. What worked?

2. Challenges – Concerns

3. Nurse's Next Steps:

4. Administrator's Next Steps:

☐ An additional Observation/Conference will be scheduled.

Evaluator_____ Nurse_____ Date_____

ARTICLE 10: TEACHER SAFETY

I. Students

A. At the beginning of the established work year, teachers shall be provided with a copy of the Student Conduct Code, Student Discipline Regulations (Board Policy 5144.1), as well as the regulations on Student Suspension and Expulsion/Due Process (Administrative Regulation 5144.1).

B. A teacher may suspend any student for the day of the suspension and the day following from the teacher's class for any acts enumerated in California Education Code Sections: 48900, 48900.2, 48900.3, 48900.4, and 48900.7.

C. When suspending, or otherwise removing, a student from the classroom for any of the acts enumerated in the Education Codes listed in Section "B," the teacher shall immediately report this action to the principal and send the student to the principal for appropriate action, including, but not limited to, suspension from school.

D. As soon as possible following a student's suspension or removal from the classroom, the teacher shall request that the student's parent/guardian attend a parent-teacher conference regarding the removal. When, in the judgment of a teacher, a student's behavior represents a danger to the safety of the teacher and/or others s/he shall immediately so inform the principal or designee. The principal or designee shall arrange as soon as possible for a conference between him/herself, the teacher, and if appropriate, support personnel to discuss the problem and to decide upon appropriate steps for its resolution.

E. A student removed from class shall not be returned to class during the period of removal without the approval of the teacher of the class and the principal.

1. A student removed from class shall not be placed in another regular class during the period of the removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was removed.
2. A teacher of any class from which a student has been removed may require the student to complete any assignments and tests missed during the period of removal.
3. Pursuant to Board Policy 5144.1(b), a teacher may request that the parent/guardian of a student removed from the classroom spend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

F. The District will notify a teacher receiving a juvenile who has been convicted through juvenile court of committing any felony or any misdemeanor.

G. Teachers shall immediately report cases of assault or threatened violence suffered by them in connection with their employment to their principal or designee, who shall immediately report the incident to the appropriate law enforcement authorities and take appropriate student discipline action. If the principal or immediate supervisor is not present to take appropriate action, the teacher shall report the incident to the District Office immediately for appropriate action.

H. School administrators shall investigate any report of assault, battery, workplace violence, sexual harassment, or threats to engage in conduct of this nature and when appropriate, take corrective action.

I. Pursuant to Education Code section 44807, no teacher shall be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his/her duties, of the same degree of physical control over a student that a parent would be legally privileged to exercise.

1. In no event shall the amount of physical control exercised by the teacher exceed the amount reasonably necessary to maintain order, protect property, or the health and safety of students, or maintain proper and appropriate conditions conducive to learning.
2. The District shall not take any action against a teacher for the unreasonable exercise of physical control until the District has conducted a reasonable investigation of the incident that shall include a good faith attempt to interview any witnesses to the incident.

J. Teachers receiving a special needs student (i.e. medical, behavior, emotional or learning disabilities) shall be given notice and specific directions for the student's care as soon as possible.

II. Working Environment

A. Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being. Teachers shall report unsafe working conditions to their immediate supervisor as soon as possible. The District-appointed Safety Officer shall investigate unsafe or unhealthy working conditions at District work sites in order to bring the District within compliance of CAL-OSHA Safety Standards.

B. The District will inform bargaining unit members annually that they are covered by the District's General Liability Insurance for conduct in the course and scope of their employment. The District will further inform members that a copy of the District's policy is available in the Fiscal Services Department for review during normal business hours.

C. The District will assist teachers with home visits when necessary. No teacher will be responsible/required for making home visits alone.

ARTICLE 11: SCHOOL CALENDARS AND WORK YEAR

A. Traditional School Calendar

1. Returning teachers shall be required to report back to school no more than five (5) working days (this includes up to three (3) P.D. days – including (1) day dedicated to mandatory training) before students arrive for the beginning of the new school year. Teachers shall be required to participate in up to three (3) P.D. Days, one (1) day of management-directed staff training and one day for teacher instructional preparation. If it is necessary for the teacher to leave the school site for that preparation, the teacher shall notify the school site principal or school operations officer.

2. Returning nurses shall be required to report back to school no more than six (6) working days (this includes up to three (3) P.D. Days, one (1) day of management-directed staff training and one day for nurse preparation. If it is necessary for the nurse to leave the school site for that preparation, the nurse shall notify the school site principal or school operations officer.

3. New teachers may be required to report to work no more than five (5) days in advance of returning teachers to participate in management-directed inservice training. They shall be compensated at the substitute teacher rate of pay based on ½ day or full day of work. In the event a teacher is hired after the school year has commenced, the principal shall be responsible for orientation prior to the teacher being placed in a classroom, except in cases of emergency.

4. The work year for Unit Members shall contain the following elements:

   180 student days
   1 teacher/Nurse work day before students arrive

1 management-directed activity day before students arrive
*2 Parent/Teacher conference days within the school year
3 Professional Development days (including one (1) day dedicated to mandatory training)

187 DAYS TOTAL

* With regards to the work year for school nurses, nurses shall return to work two days prior to the teacher work year in lieu of parent/teacher conference days.

5. A minimum student attendance day shall be scheduled on the last day of school. A minimum day shall be scheduled on the work day preceding the Memorial Day holiday, Winter recess, and Spring recess.

   a. Inservices, staff meetings and other such District-initiated activities shall not be scheduled on the minimum days described above. This does not apply to check out duties on the last day of school.

   b. The beginning and ending times for instruction on minimum days shall be determined by the Administration in accordance with student transportation schedules.

6. Student minimum days shall be scheduled for collaboration, P.D., employee recognition, additional parent conferences, and student assessment.

7. In the event an emergency necessitates the canceling of any student days at a school site or district-wide, only the number of days and minutes needed to comply with applicable State Education Code requirements shall be rescheduled.

8. Inservices, staff meetings, and other school site and/or District initiated activities shall not be scheduled on the student attendance day immediately preceding a scheduled holiday.

ARTICLE 12: FACULTY ADVISORY COMMITTEES

A. A Faculty Advisory Committee (FAC) shall be established at each school site, and shall be elected by the teachers of that school in a manner mutually acceptable to the teachers and the principal, except as provided in Article IV, Association Rights, Section M.

B. The principal shall meet with the FAC upon the request of the FAC on all matters within the scope of his/her authority. Items not submitted at least two days in advance for inclusion on an FAC meeting agenda may be discussed at the meeting but the Principal shall not be required to take immediate action on the item.

C. The FAC may request faculty meetings.

D. The FAC shall have the authority to place school related items on regular faculty meeting agendas.

E. Changes in the school procedures recommended by Management may be discussed with the FAC prior to implementation.

F. The FAC may discuss with the principal other items as deemed necessary by them; including, but not limited to: school budget, equipment, availability of supplies, school communication, school operations, and school events calendar, etc. Discussions may be limited to respect the right to confidentiality for students and staff as required by law.

ARTICLE 13: TEACHING HOURS AND TEACHING LOAD

A. **Work Week**

It is recognized that with the planning, preparation, and evaluation involved in teaching, and nursing, teachers and nurses work a minimum of forty (40) hours per week. However, this is not to imply that teachers and nurses are expected to be on the school site during all of those forty (40) hours.

B. **Work Day**

1. The normal on-site workday for all bargaining unit members shall begin not less than ten (10) minutes before the scheduled start of instruction.
2. Except for the performance of District-required adjunct duties, or participation in meetings as outlined in Section F. Professional Workday, the time between arrival at the site and the commencement of the student day shall be available for teacher preparation and/or such other activities deemed appropriate by the teacher.
3. At a minimum, school nurses must remain on campus until the end of the student instructional day and until 3:30 on Wednesday, minimum days.

C. **INSTRUCTIONAL DAY**

1. No bargaining unit members shall be required to engage in direct student instruction in excess of the following amounts of time during any work day, except as otherwise provided for in this agreement.

Transitional Kindergarten/Full-Day Kindergarten	287 minutes
Grades 1-3	307 minutes
Grades 4-6	327 minutes
Grades 7-8	341 minutes
Opportunity Class	315 minutes

Community Day School 360 minutes

Grades 7-8 instructional minutes include 15 minutes passing time. Instructional minutes exclude a fifteen (15) minute morning break and a sixty (60) minute lunch period.

2. All unit members assigned to grades K-6 except Alternative Education shall, on a daily basis, be entitled to one of the following morning break provisions:

   a. One twenty (20) minute break at or about mid-morning.

   b. Two (2) ten (10) minute breaks scheduled so as to break the morning sessions into three (3) approximately equal time segments.

3. All unit members assigned to grades seven (7) and eight (8) and Alternative Education classes shall, on a daily basis, be entitled to a fifteen (15) minute mid-morning break.

4. The lunch break for alternative education programs shall be 30 minutes.

5. The instructional day for each school site and grade level shall be established by management in consultation with the school site and the Association.

6. Teachers may volunteer for the after school programs including direct instruction or lesson planning. Teachers will be paid for their time as set forth in Article 20.

D. MINIMUM DAYS

Except for Community Day School, a Minimum School Day shall be scheduled for all teachers on the last day of instruction of each school year. A Minimum Day shall also be scheduled on the days preceding Memorial Day, Winter recess, and Spring Break. Unit Members may leave campus after student dismissal. No meetings or professional development will be scheduled on these days.

1. Designation of Minimum Days: The District shall annually determine both the total number of minimum days and the specific nature of the activities for those minimum days. However, no minimum days will be designated for the Community Day School.

   The instructional day for Minimum Days shall be as follows:

Transitional Kindergarten/Full-Day Kindergarten	220 instructional minutes
Grades 1-3	230 instructional minutes
Grades 4-8	240 instructional minutes

   The beginning and ending times for instruction on Minimum Days shall be determined by the Administration in accordance with student transportation schedules.

2. Types of Minimum Days

   a. Minimum Days for Collaboration: Teachers shall have 10 minutes following student dismissal for end of the day activities before starting their duty-free lunch. Collaboration on minimum days shall begin immediately after the unit member's duty free lunch and continue until 3:30 p.m. Six (6) of the minimum days per year shall be teacher directed and will be scheduled on the collaboration calendar; teachers shall be required to present the Principal with an agenda for each of those teacher directed minimum days prior to the collaboration.

   Note: Unit Members who are absent from a Wednesday minimum day after lunch, will be docked two hours from their sick leave or personal necessity leave as appropriate.

   Collaboration start times are as follows:

TK/K	1:10 p.m.
1-3	1:20 p.m.
4-8 and whole group meetings	1:30 p.m.

   b. Minimum Days Prior to Holidays and Last School Day: on the days preceding Memorial Day, Winter Recess, Spring Break and the last day of instruction each year, unit members may leave campus when the students leave.

c. Minimum Days for professional development: Unit members will be paid a stipend equal to or greater than the average hourly rate of pay for time after 3:30 p.m. Minimum Days for professional development will not extend past 4:30 p.m.

d. At Risk Conferences: Teachers may leave at 3:30 p.m.

E. PARENT/TEACHER CONFERENCE

1. The District will utilize a computer-based scheduling system to schedule parent/teacher conferences. Teachers will be provided an opportunity to setup their availability within the scheduling system, prior to the scheduling of conferences, consistent with past practice in the District. The District will make every effort to coordinate translation services for parent/teacher conferences based on parent need, two (2) weeks before scheduled conference days. Site administration will consult with special education teachers in advance of parent teacher conferences for high need students.

   a. Parent/teacher conferences shall normally be scheduled for all students on the dates established by the District.

   b. Teachers shall submit to the site administrator a parent/teacher conference report at the end of the second parent/teacher conference day, accounting for all students, number of conferences held, percentage of total conferences completed, and reason for any conferences not held.

   c. Teachers shall be relieved of further obligation for a parent conference after the following steps have been taken: Notices sent home, telephone calls, and reschedule conference.

d. Teachers may leave the school site on day two (2) of District scheduled parent/teacher conference days no earlier than 12:00 p.m. Teachers shall notify school site office staff of any off-campus time prior to leaving.

e. Teachers may not utilize their personal day or personal necessity leave for personal compelling reasons on parent teacher conference days.

F. **PROFESSIONAL WORKDAY**

1. The teacher will remain at his/her school site after the dismissal of his/her students for a time determined by the teacher to be necessary to take care of student needs and to plan for the next school day's activities. School nurses will remain at their school site after the latest dismissal time of students attending the school for a time determined by the nurse to be necessary to take care of student needs and to plan for nursing services for the next school day. In addition, the District may require a teacher/nurse to remain on duty after the dismissal of students as follows:

a. To attend parent/teacher conferences as scheduled by the teacher and consistent with past practices in the District.

b. To attend Individualized Education Program (IEP)/504 meetings conducted by the Special Education Department consistent with past practices in the District.

c. To fulfill adjunct duty requirements as described in Section G.2 of this Article.

d. To attend scheduled faculty meetings.

1) No more than one (1) such meeting shall normally be scheduled in a two-week period.

2) Every reasonable effort shall be made to limit such meetings to an ending time of no later than 4:30 p.m.

3) A twenty-four (24) hour advanced notification shall be given to affected staff members when management anticipates that a staff meeting will extend beyond 5:00 p.m.

4) Except in emergencies, if more than one (1) meeting shall be scheduled in a two (2) week period, forty-eight (48) hours notice shall be given.

5) Except in difficult scheduling circumstances, all such meetings shall be held on Tuesday afternoons.

6) Teachers/nurses who miss a scheduled staff meeting shall utilize their available leave as appropriate according to time missed.

e. To attend management-scheduled professional development (P.D.) programs. (See section J., **Professional Development,** below.)

f. To attend performance evaluation meetings with his/her supervisor in conformance with the provisions of **Article 9: Certificated Evaluation and Personnel Files.**

g. To participate in individual teacher/principal or nurse/supervisor supervisory consultations which may result from direct supervisory observations of the teacher/nurse by his or her principal/supervisor and/or any other work related matter. The principal/supervisor shall inform the teacher/nurse of the topic for consultation at the time he/she schedules the conference.

h. In scheduling meetings under the provisions of "b", "f", and "g" above, management and teachers/nurses shall make every reasonable effort to use dates and times which are acceptable to both parties.

G. ADJUNCT DUTIES

Unit members may be required to perform adjunct duties on behalf of the District.

1. Such duties shall be equitably assigned on a school-site basis.
2. Counting toward the fulfillment of this requirement, time shall be spent on duties including, but not limited to,
   a. Back to School Night.
3. Adjunct duties shall not total more than four (4) hours per year for any unit member.

H. LUNCH PERIODS

1. Lunch periods for unit members shall normally be sixty (60) minutes.
2. Lunch periods for unit members teaching Alternative Education classes shall be not less than thirty (30) minutes.
3. Lunch periods for nurses shall not be less than thirty (30 minutes).
4. Teachers shall be free from all assignments during the scheduled lunch period except where expected to accompany students to the cafeteria or in emergency situations.
5. In no instance will the lunch hour be less than thirty (30) consecutive minutes. A 30-minute lunch period may be called by the Principal for rainy days or by the District or the Principal or his/her designee for bad air quality days according to the recommended air quality index that precludes students from being outdoors.

The District may call a District-wide inclement weather day, based on warnings issued by the National Weather Service recommending students remain indoors.

6. Once a rainy day or/bad air day has been called, they shall only be called off at the discretion of the site principal or his/her designee.

I. MISCELLANEOUS

1. **Collection of Student Monies:**

   a. Unit members shall not be expected to collect student money for any reason.

   b. The foregoing shall not preclude unit members from collecting monies voluntarily.

2. A unit member shall not be required to take another teacher's class involuntarily, except in an emergency situation in which:

   - The service of a substitute cannot be secured, and
   - A member of the school site management team is unavailable to take the class.
   - One member of the site certificated administrative team will always be left available to provide general supervision to the school site.

   a. In such cases the teacher shall receive additional pay at the substitute rate of pay. Daily substitute pay to teachers is prorated for less than half a day.

   b. The foregoing shall not preclude a teacher from volunteering to take another teacher's class without compensation and with administrator approval.

3. Should a teacher be required to pack up their classroom in order for classroom repairs to be performed during the student instructional year, the teacher shall be

compensated at their per diem rate for one (1) day in order to pack up their existing classroom and an additional one (1) day in order to set up their new classroom.

J. PROFESSIONAL DEVELOPMENT

1. The District may require teachers to participate in up to, but no more than, twenty (20) hours of professional development programs on an annual basis during the teacher's contract year. The District may require teachers to participate in additional hours of professional development programs.

2. Time counting towards the twenty (20) hour limit will include any required time spent by a teacher in P.D. activities that occurs outside the student day on a regularly scheduled workday.

3. All time spent by a teacher in P.D. activities that count toward the above described twenty (20) hour limit shall result in extra payment to the affected teacher in an amount determined by stipend equal to or greater than the average hourly rate of pay or multiplying the number of hours spent (or quarter hour fractions thereof) times the average teacher hourly rate of pay as established in Article 20, Section F.4. This shall not preclude the District from making available professional development programs in which unit members may voluntarily participate, either without the extra payment or at a rate that is otherwise mutually acceptable to the District and the affected teacher(s).

4. Teachers may, on a voluntary basis, elect to participate in required P.D. activities during days other than regularly scheduled workdays. Arrangements, including

extra pay rates, for such "non-workday" required P.D. programs, shall be made on the basis of mutual acceptability between the District and the affected teacher(s).

5. Stipends may be provided beyond regular salary to any teacher who participates in a professional development program on either a voluntary or a required basis even if s/he expresses his/her intent to use such participation to receive college/university units for advancement on the teacher salary schedule.

6. Any fees assessed by the college/university for academic credit for professional development activities to be applied toward advancement on the salary schedule shall be paid by the teacher.

7. Teachers required to attend P.D. due to state or federal mandates shall be compensated at rate set by state/federal agency.

K. District-wide professional development days shall begin at 8:00 a.m. and end at 3:30 p.m. The ending time when the Principal arranges substitute release time for unit members to collaborate shall be the end of the student instructional day.

ARTICLE 14: CLASS SIZE

A. It is the intent of the parties to maintain an overall staffing ratio for regular classrooms in the District (i.e., not including Special Education Day Classes) at a level not to exceed 29.9 enrolled students per regular classroom teacher in grades 4-8. With respect to Special Education Day classes, it is the intent of the District to maintain overall staffing ratio of 1:15.

B. Except as provided in A above, grade level staffing shall be based on the following teacher/pupil ratios and ceilings set forth below:

	Ratio	Ceiling
Grade TK	State Mandate	
*Grades TK through 3	1:25	1:25
Grades 4 through 8	1:30	1:33
Special Education Day Classes	1:15	1:18
Special Education Resource Specialists	State Mandate	
Alternative Education	State Mandate	
P.E. Grades 7-8	1:50	NONE

*The ratio and ceiling of 1:25 for Grades TK-3 is contingent upon the District's participation in the Class Size Reduction Program.

**Class size configuration for SDC classes shall be TK-3, 4-6, 7-8 with flexibility for student's ability and if student numbers warrant it. In the event that the enrollment in any SDC class exceeds the contracted class size class limit of 15 students, the District shall pay the affected teacher overage pay in the amount of $250.00 per month for each student over the limit of 15 students up to the ceiling of 18 students. Overage pay will be calculated based on the highest daily enrollment of any single day during the month and regardless of the number of days in the month the SDC class size exceeds the 15 student limit.

C. The principal or his/her designee shall consult with teachers regarding the assignment of students to classes (including SDC teachers) prior to the beginning of the school year. After the commencement of the academic year, no student shall be transferred from one class to another class prior to consulting with all teachers (including SDC teachers).

D. The District shall equally balance grade K-4 through 6 classrooms within each school at the end of the 2nd week of school. If a classroom is above 29 students (K-3), or above 35 students (4-6), then the affected teacher will be offered assistance until balancing occurs.

E. When assigning students to classes throughout the school year, the District shall balance classes by taking into consideration student needs, parent concerns, behavioral or emotional issues, English language development, and medical needs.

F. At the seventh (7th) and eighth (8th) grade levels, every reasonable effort will be made to equalize class sizes in the same subject area within a given period. In addition, every reasonable effort shall be made to limit seventh and eighth grade physical education (P.E.) class enrollment to no more than fifty (50) students in a given period.

G. If at the end of the first (1st) register month the established ceilings have been exceeded, the District will take measures to alleviate the overcrowding.

H. No Transitional Kindergarten through sixth (6th) grade classroom including SDC shall exceed the ceiling established for that grade level (barring student/family hardship) after the first (1st) register month unless all other classes at that grade level in the District have reached the ceiling.

ARTICLE 15: SUMMER SCHOOL

A. Hiring Procedures

1. Approved summer school openings shall be e-mailed to all teachers before April 15th.
2. Primary consideration for employment shall be given to qualified applicants who are members of the certificated staff of the school district.
3. Written notice and assignment, including location and subject(s) to be taught, shall be given no later than May 30 to individuals who have been employed as summer school teachers.

B. Class Size

By the end of the second week of summer school (10th school day) no class shall be required to have in attendance more than thirty-two (32) students except in those classes which are typically large (Music, P.E.) or when a teacher voluntarily accepts class size(s) greater than thirty-two (32). Teachers voluntarily agreeing to classes with enrollments above thirty-two (32) shall reduce such an agreement(s) to writing.

C. Pay Rate

1. Summer School teacher's pay shall be based on the Average Hourly Rate of Pay established in Article 20, Section E.5.
2. Should management elect to appoint a summer school teacher to perform summer school coordinating duties, the appointed summer school teacher shall receive a $500.00 stipend above the established summer school teacher’s pay.

ARTICLE 16: LEAVES

A. Personal Illness and Injury Leave

1. Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Teachers who work less than full-time daily schedule or for less than a full year shall be entitled to that portion of ten (10) days' leave that is directly proportionate to the amount of time spent in service to the District when compared to the amount of such time that would be spent by a regular full-time employee. Sick leave shall accumulate year-to-year.

2. After all earned leave as set forth above is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months per illness or injury. During the use of such leave the amount actually paid to a substitute from the unit member's normal pay warrant, or, if no substitute is employed, that amount which would have been paid to a substitute, had one been employed, shall be deducted. The five-month period shall begin at the conclusion of the unit member's accumulated sick leave. Unit members in differential pay status may be required to furnish the District with medical certification confirming the unit member's inability to work during each day of such absence.

3. At the end of the five-month differential period, the unit member shall be asked to consider all employment options which can include a request for unpaid leave for the remainder of the fiscal year. At the end of either the five-month period, or unpaid leave if such is requested and granted, the unit member must be physically and mentally capable of performing all regularly assigned duties.

4. Notification

   a. Not later than 2:00 p.m. on the work day immediately prior to the date of return to work from leave due to illness or injury, the unit member shall notify the immediate supervisor of his/her intent to return to work.

   b. Unit members on approved extended injury/illness leaves are required to keep the District advised on a regular monthly basis as to the status of the extended leave. Such notification shall be provided to the Human Resources Department no later than the last day of each month during the time period the employee is on the extended leave.

   c. All absences from work due to illness or injury in excess of five (5) consecutive working days shall be supported by verification(s) from the treating practitioner.

   d. No later than 2:00 p.m. on the work day immediately prior to the date of return to work from leave due to medical disability, the unit member shall submit to the Human Resources Department a written release from his/her treating physician. Return to duty with any restrictions limiting the employee from full, regular duty shall be subject to agreement by the District.

5. Sick leave need not be accrued prior to the taking of such leave by the unit member, and such leave up to and including the current work year's sick leave allotment may be taken at any time during the established work year. Illness and injury leave which has not been earned and had been advanced to the unit member

who doesn't complete the school year shall be deducted from the unit member's final pay warrant.

6. Catastrophic Sick Leave Bank

   a. Association members may donate up to ten (10) days per year of accrued sick leave to a Catastrophic Sick Leave Bank. Donation of earned sick leave normally shall be at the beginning of each school year and shall be in multiples of four (4) hours. Donations of sick leave to the Catastrophic Sick Leave Bank are irrevocable.

   b. Association members who have exhausted all accrued paid leaves and who are suffering from a catastrophic illness or injury, or that of a member of their immediate family, may request leave from the Catastrophic Sick Leave Bank to cover unpaid catastrophic leave days or, if applicable, to supplement differential-pay sick leave for catastrophic illness, up to their regular per diem rate. Immediate family includes the relatives listed under Article 16, Section F.

   c. The District and Association representatives shall agree on the amount, if any, of donated sick leave that shall be transferred from the Catastrophic Sick Leave Bank to the employee on catastrophic leave. The amount of additional leave granted to an employee as a result of leave donation(s) from the Catastrophic Sick Leave Bank shall not exceed twelve (12) months. Catastrophic sick leave donated from the Bank to an employee in excess of that needed by the employee for the catastrophic illness/ injury, shall be transferred back to the Catastrophic Sick Leave Bank.

B. Pregnancy Disability Leave

1. Unit members are entitled to use sick leave as set forth in Personal Illness and Injury Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom on the same terms and conditions as those governing leaves of absence from other illness or medical disability.

2. A unit member whose pregnancy has been verified shall report her condition to Human Resources not later than three months prior to the expected delivery date. In order to assist the district in providing coverage during the employee's absence, the unit member will let the District know their tentative leave intention as soon as possible if she intends to request a leave of absence other than that of temporary disability.

C. Parental Bonding Leave

Effective January 1, 2017, to be entitled to up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding leave.

1. For purposes of this article, "parental bonding" leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or the placement of a child in the unit member's household for adoption or foster care.

2. Pursuant to Education Code section 44977.5, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of differential pay leave under section A.2. of this article concurrently with the unpaid CFRA leave entitlement.

3. For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave shall be used and exhausted before differential pay leave may be utilized. The 12 work weeks shall be reduced by any period of sick leave including accumulated sick leave, taken during a period of parental bonding leave pursuant to this article or CFRA (Government Code § 12945.2).

4. A unit member shall not be provided more than one 12-week period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.

5. If both parents work for the District, the maximum combined leave available to the parents for parental bonding is 12 work weeks.

6. Any parental bonding leave must be requested in writing to the Assistant Superintendent of Human Resources, a minimum of 30 days prior to the date the leave is proposed to commence.

D. Industrial Accident or Illness Leave

1. Unit members shall be entitled to industrial accident or illness leave as defined below.

2. The accident or illness shall have risen out of and in the course of employment of the teacher and shall be accepted as a bonafide injury or illness arising out of and in the course of employment by the Kings County Insured Schools Joint Powers Authority and/or the Third Party Claims Administrator.
3. Allowable leave for such industrial accident or illness shall be for sixty (60) days.
4. Allowable leave shall not be accumulated from year to year.
5. Leave under these rules and regulations shall commence on the first day of absence.
6. Payment for wages lost on any day shall not, when added to an award granted the teacher under Worker's Compensation laws of this State, exceed the normal wage for the day.
7. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
8. When an industrial accident or illness leave overlaps into the next fiscal year, the teacher shall be entitled for the same illness or injury to only the unused balance of the 60-day leave due him/her.
9. During any paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District in turn shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions. In the alternative and as a convenience to both parties, the Third Party Claims Administrator can

also mail the checks directly to the District made payable to the District during the employee's full pay status.

10. The benefits provided by these provisions shall be applicable to all unit members immediately upon becoming an employee of the District.

11. Any unit member receiving benefits as a result of these provisions shall, during period of injury or illness, remain within the State of California unless the Board authorizes travel outside the State.

12. The industrial accident or illness leave of absence is to be used in lieu of entitlement under the personal illness provisions of this Agreement. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave may be used.

13. A physician's verification of temporary disability must be obtained or no Industrial Accident Leave will be paid. The unit member claiming such leave shall be examined by a physician selected on the District's Worker's Compensation Medical Panel. Failure to do so absent a "Pre-designation" on file with the District will necessitate usage of sick leave for any time off work or no pay if there is no available sick leave remaining.

E. Personal Necessity Leave

1. Leave which is credited under Paragraph 1 of Personal Illness and Injury Leave may be used, at the unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year.

2. Personal Necessity Leave may be taken for the following reasons with no advanced notification required: (The unit member shall make every effort to comply with District Procedures to enable the District to secure a substitute.)

   a. Death or serious illness of a member of the unit member's immediate family (as described in bereavement leave).

   b. An accident involving the unit member's person or property, or the person or property of a unit member's immediate family.

3. Personal Necessity Leave may be taken to avoid unsafe weather conditions (i.e. fog) with notification to the supervisor as soon as the delay is known to the teacher. The duration of this leave shall be as necessary but not exceed one-half (1/2) day increments per occurrence.

4. Personal Necessity Leave may be taken for the following reasons with advanced notification:

   a. Appearance in Court or before any administrative tribunal as a litigant.

   b. Parental bonding, including adoption and foster child placement.

   c. Reasons of personal compelling importance when such requests are not covered by other paid leave provisions contained in this Agreement. No more than three (3) consecutive instructional days of this leave may be used at any one time. In addition, this leave shall not be used on parent/teacher conference days, pre-service days or the first or last day of the school year. All leave requests for personal compelling reasons shall be described in writing on the district's absence request form.

5. The District may require a unit member to verify, in writing, that the Personal Necessity Leave was used only for purposes for which it was requested.

F. Personal Day Leave

A unit member shall be entitled to one (1) day of Personal Day per year, non-cumulative, to be deducted from the unit member's accumulated sick leave. The unit member shall notify the site principal at least twenty-four (24) hours in advance of taking such leave. The number of teachers utilizing this leave provision shall be limited to one (1) teacher per school site per day, except where a spouse or domestic partner teach at the same school site. This leave shall only be taken on a day that students are in attendance. A reason is not required for the use of one (1) Personal Day.

G. Paid Family Illness Leave

1. Unit members are entitled to one (1) day of paid Family Illness Leave annually in the event of illness or injury of any member of the unit member's immediate family. The immediate family in this instance shall include husband, wife, domestic partner, children, parents, and grandparents or any relative living in the immediate household of the unit member. No deduction from the salary of the teacher shall be made for such absence. This leave is non-cumulative.
2. In addition to the paid leave available under subsection 1. above, unit members may use in any school year up to one-half (1/2) of their annual allowance of Personal Illness and Injury Leave, credited per Section A.1. of this article, for the care of an ill or injured member of the unit member's immediate family, as defined under subsection 1. above. Leave taken under this provision shall reduce

leave available, if any, for Personal Necessity, per Section D. of this article, on a day-for-day basis.

3. The District may require proof to substantiate the need to be in attendance with the sick family member.

H. Bereavement Leave

A unit member shall be granted a leave with full pay in the event of the death of any member of his/her immediate family. The leave shall be for a period of five (5) days. If travel exceeding 300 miles (one way) is necessary, six (6) days shall be allowed. The immediate family is defined as spouse or domestic partner, mother, father, sister, brother, son, daughter, grandfather, grandmother, grandchild, of the employee or employee's spouse or any relative of either spouse living in the immediate household of the employee. While on paid or protected leave, the employee may substitute bereavement leave for qualifying family member by notifying the District at the time of occurrence. Bereavement leave must be taken within one year of the death of a qualifying family member as describe above.

I. Jury Duty/Witness Leave

1. Members of the unit shall be entitled to leave, without loss of pay, to appear in court as a witness, or as a litigant for reasons not brought about through the misconduct of a teacher, or to serve as a juror. The unit member shall notify the District upon verification of jury duty receipt of subpoena prior to the beginning date of the above leave. The unit member shall contact principal about returning to work if released from jury duty prior to or during their regularly scheduled

lunch break. Principal will take into consideration travel time when advising the unit member.

2. Any compensation, exclusive of any mileage allowance, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the member's compensation for any days of absence for the above purposes shall not be in excess of nor less than his/her regular pay.

3. Jury or witness fees not remitted to the District shall be withheld from the employee's paycheck.

4. Unit members shall be granted a paid leave of absence when requested to appear at a dismissal hearing initiated by the District.

J. Excused Absence Without Loss of Pay

The Superintendent or Principal may occasionally on not more than two occasions per school year authorize the absence of a unit member with pay for a maximum of two (2) hours during the instructional day when such absence from his/her regular duty is deemed in the best interest of the District, or the reason is of such a nature it requires the presence of the unit member during his/her working day, and when the unit member's absence does not require a paid substitute.

K. General Provisions - Paid Leaves

Unless otherwise specified in this Agreement, a unit member who is on a paid leave of absence shall be entitled to receive wages and all fringe benefits including, but not limited to, insurance and retirement benefits; to return to the same position which s/he

held immediately preceding the commencement of the leave; and to receive credit towards annual salary increments.

L. Unpaid Family Care Leave/Family Medical Leave Act (FMLA)

1. Unit members may take unpaid leave(s) for a total of twelve (12) weeks in any twelve-month period to care for a seriously ill family member. Family members shall include spouse or domestic partner, child, parent, or any member of the employee's household including domestic partners or someone else related by blood or in a family-like relationship ("designated person") with a serious health condition.

2. In the case of an ill or injured family member, the following provisions apply:

    a. The employee must have completed one (1) year service in the District and at least 1,250 hours of active service.

    b. The employee must submit, with the request for the leave, a statement from the treating physician or osteopath which includes the date the condition commenced or will commence, the probable duration of the condition, the need for the employee's care for the individual, and the estimated length of time the employee's care is needed.

    c. The condition of the family member must involve an illness, injury, impairment, or other physical or mental condition which requires either in-patient care or continuing treatment or supervision by a health care provider, and warrants the participation of a family member in the care of the patient during the treatment period.

d. The unit member may, at his/her discretion, use earned and unused Personal Illness and Injury Leave, per Section A.1. of this article, to substitute for Unpaid Family Care Leave providing proper documentation as required by 2.b. above. Paid leaves used for this purpose shall run concurrent with, and reduce the total of twelve (12) weeks of Unpaid Family Care Leave on a day-for-day basis.

3. In the event the unit member elects to substitute paid leave for any portion of the 12-week period of family care leave, the District's contributions for group health insurance premiums shall continue for any remaining portion of the 12 weeks for which the employee is on unpaid leave. During uncompensated unpaid leave, teachers shall be entitled to maintain their health insurance benefits by payment of the employee portion of the monthly premiums to the District.

4. An employee may request an extension of unpaid family care leave beyond twelve (12) weeks and/or for the care of a relative not living in the household of the employee. Such requests are subject to verification of need and require approval by the District Superintendent.

M. Uncompensated Personal Leaves

1. Any unit member with permanent employment status may request uncompensated personal leave of absence for the following reasons:

a. Study;

b. Travel;

c. Restoration of health;

d. Legislative leave (election to a full-time political office); and

e. Child rearing

2. Except in cases of emergency, requests for uncompensated personal leave shall be made to the District by the March 15th prior to the date upon which the leave is to begin.

3. Uncompensated Personal Leave shall normally be granted for a period of one (1) school year. Leaves requested under this provision will not be denied on arbitrary or capricious grounds.

4. Uncompensated personal leave may be available for up to a maximum of two (2) consecutive school years at a time.

5. Any unit member who is on an uncompensated personal leave shall notify the District in writing on or before February 15 whether s/he intends to return to regular duty at the commencement of the next school year.

6. Course credit obtained during uncompensated personal leave may be applied toward credit on the salary schedule.

7. Unit Members on uncompensated leaves of absence shall:

a. Be entitled to maintain their health insurance benefits by payment of full monthly premiums to the District. Life insurance coverage will cease under group coverage. The employee can choose to convert group life insurance or opt for portability on the AD&D life at their own expense.

b. Not receive credit towards advancement on the salary schedule for the time of such leave.

ARTICLE 17: LAYOFFS DUE TO A REDUCTION IN ATTENDANCE OR DISCONTINUANCE OF A PARTICULAR SERVICE

A. The District shall consult with the Association ten (10) days prior to notices being mailed with respect to layoffs. At that time, the Association shall be informed of the number and types of positions(s) recommended for reduction and the reason for their reduction.

B. Upon request, the Association shall receive a list of teachers on leave of absence and the termination dates of said leave.

C. The District shall mail notices of recommendation not to reemploy or deliver them outside of the classroom – after their duty day in private.

D. Reemployment right shall be extended according to law.

E. The teacher who has received District notification of a layoff shall be entitled to five (5) days of leave, deducted from sick leave, if they have leave available, to seek other employment.

ARTICLE 18: EMPLOYEE GROUP HEALTH AND WELFARE INSURANCE BENEFITS

A. Full-time Employees

For each member of the bargaining unit who is a full-time employee, the District shall provide the following health and welfare benefits to the unit member and his/her eligible dependents; effective the first of the month following the first day in paid status or eligibility subject to timely submission of enrollment forms:

1. **Medical Insurance**:

   Prudent Buyer Hospital/Prudent Buyer Professional Services medical insurance, Plan 80-G $30.00, administered by School Employees Trust – Tulare County (SET-TC) under a Joint Powers Agreement (JPA). The benefits of the Plan shall be in accordance with the Plan description presented by SET-TC to the Association and any future amendments thereto approved by the JPA.

   a. The SISC/SET-TC medical insurance program shall include chiropractic services, a behavioral health program, and prescription drug benefits under a SISC/SET-TC pharmacy and mail order program.

   b. Disputed claims which have not been resolved by the normal claims administration process shall be directed to the SET-TC Claims Administrator according to the appeal process identified in the SISC/SET-TC Medical Plan Document.

2. **Dental Insurance**

   An incentive 70, 80, 90, 100 percent dental insurance program.

3. **Vision Insurance**

A vision insurance plan substantially equal to the plan in effect on June 30, 1995.

4. **Life Insurance**

   a. A level term life insurance plan paying on the death of a bargaining unit member under age 70, from any cause authorized by the plan provider, the amount of fifty thousand dollars ($50,000) to the beneficiary named by the unit member. Bargaining unit members age 70 and older shall be eligible for a reduced benefit amount as set forth in the policy established by the insurance company. Benefits terminate upon retirement or upon termination of active employment (under age 65).

   b. During unpaid leave for any reason, life insurance may be continued at the employee's expense unless a waiver of premium is requested by the employee and approved by the insurance company or the unpaid leave qualifies under a protected status.

5. Effective October 1, 2026 and continuing through September 30, 2027 and thereafter, the maximum monthly District contribution toward the total premium costs for these benefits set forth above shall be $1,615.05 per month per employee or a maximum annual District contribution of $19,380.60 for 2026-2027 and thereafter, unless otherwise negotiated by the parties.

6. Monthly payroll deductions beginning October 1, 2026 for the difference between the maximum District contribution and the actual cost established for bargaining unit members' total health benefit costs shall commence with the pay warrant for the first month for which costs exceed the maximum District contribution defined in subsection 5. above.

7. During the term of this contract either party reserves the right to initiate and review possible changes in health benefits, cost containment, and/or retiree participation provisions. Any changes in Plan benefits shall be mutually agreed upon.

8. Changes in carriers are at the discretion of the District so long as the benefits provided by the new carrier are substantially equal to, or better than, the benefits provided by the previous carrier.

9. Spouses, domestic partners and dependents of District employees who have health plan benefits through their employer shall use such benefits as primary coverage.

10. The following provisions shall regulate health benefit coverage:

    a. A year's full-time service by the unit member shall entitle him/her to twelve (12) months of medical, dental, and vision insurance coverage. This does not apply to retiring teachers who will move to the retiree group the first of the month following their last work-day.

    b. A regular full-time teacher hired after the beginning of the school year who provides less than a full year, but at least four (4) months or more of service during the instructional year, shall receive medical, dental, and vision benefit coverage through August 31 of that year. Life insurance ends on the last day of the month worked.

    c. For teachers whose employment is terminated prior to the fulfillment of their contract, the District contribution to insurance coverage shall be terminated on the first of the month following termination of employment. Life insurance ends on the last day of the month worked.

B. Part-time Employees

District support of those teachers who work less than full-time, shall be as follows:

1. Teachers who work at least half-time, but less than full-time, shall receive the proportionate amount of maximum District contributions extended to full-time teachers; and
2. Teachers who are contracted to work less than half-time shall receive no District support for insurance coverage.
3. Part-time teachers eligible for pro rata benefits shall have the following options in regard to insurance coverage:
    a. Apply the District contribution to any one, several, or all of the available health plan(s), and authorize payroll deductions to make up the difference in cost, if any, for full coverage under the plan(s) selected. Life insurance must be maintained when participating in any of the available health plan options.
    b. Decline any segment of the program and not be covered by that part of the insurance program.
    c. District contributions may be applied toward available District group medical health insurance plans only.

C. Health Insurance During Leaves of Absence

1. Paid Leave of Absence - Disability - The District shall pay the regular or pro-rated share of District contributions for the teacher's insurance coverage as described in this article throughout paid leaves due to illness, pregnancy, or disability.

2. Unpaid Family Care Leave - The District shall maintain the regular or prorated share of District contributions for the teacher's group medical, dental and vision insurance coverage provided that coverage was in place before he/she took the leave, for up to twelve (12) weeks of Family Care Leave per year. If the employee fails to return to district employment after the expiration of the leave, for any reason other than the continuation, recurrence, or onset of a serious health condition, other circumstances beyond his/her control, or returns to work and fails to either work for 30 days or retires, the employee shall reimburse the district for premiums paid during the family care and medical leave. (20 USC 2614; Government Code 12954.2; 29 CFR 800.213). For Family Care Leave exceeding twelve (12) weeks in any twelve-month period, the teacher may elect continuation of group insurance(s) at his/her own expense as described in subsection 3. below.

3. Unpaid Leave of Absence - During District-approved unpaid leave, except as provided for Family Care Leave, the District will make no contributions to the cost of insurance plans. It shall be the teacher's responsibility to make the required monthly premium payments toward his/her medical, dental, vision insurance coverage to the District when due if s/he elects to maintain insurance coverage during the leave.

D. Continuity of Benefits

Except as otherwise provided or limited in this Article, the health and life insurance benefits provided in this Article and the District's contribution thereto shall remain in effect during the term of this Agreement and/or until a successor Agreement is effected,

except that the District shall not be bound to pay the premiums for any individual engaged in any strike.

E. Retiree Health Plan Benefits

1. **District-Paid Group Insurance**

a. The District will contribute to the total premium cost for group medical, dental, and vision insurances maintained by the District the same amount for any retiree and his/her eligible dependents, as it contributes for active employees, until such time as the retiree reaches age sixty-five (65), provided said retiree meets the eligibility requirements as specified below.

b. Eligibility

(1) The retiree must have served in the District during the last five (5) years prior to retirement and must have served a total of at least thirteen (13) years in the District.

(2) Such continued coverage is available only for retirees who maintained coverage as an active employee and sign up for continued coverage immediately after the end of their employment without a break in coverage.

(3) The retiree shall have reached age fifty-five (55). (Note: Board-approved paid leave shall count as service to the District for purposes of eligibility for this benefit.)

(4) The retiree's dependents must enroll in Medicare Part "A" (Hospital Insurance) when eligible for such enrollment without cost to the retiree and/or his/her dependents.

(5) The retiree's dependents must enroll in Medicare Part "B" (Medical Insurance) upon attainment of age sixty-five (65).

c. At such time as the benefits under this Article expire, the retiree may elect to continue these benefits at his/her own cost as provided in Section 2 below.

2. **Retiree-Paid Group Insurance**

Teachers retiring after their fifty-fifth (55^{th}) birthday or retiring under STRS disability or who do not meet the service requirements shall have the option at the time of their retirement to continue membership in District's medical, dental, and vision group insurance plans at the retiree's expense.

a. Payments for benefit coverage shall be made on a monthly basis by the insured prior to the premium due date.

b. Failure to make said timely premium payment may result in cancellation of group insurance.

c. In order to continue such coverage beyond the insured's sixty-fifth (65^{th}) birthday, the retiree and/or dependents shall be required to enroll in Medicare Part A. In any case, the retiree and/or dependents shall be required to enroll in Medicare Part B by payment of the required premiums.

d. The District agrees to inform potential retirees of the cost, payment procedures, payment changes, and premium due dates at the time of their retirement.

ARTICLE 19: EARLY RETIREMENT PLANS

A. GENERAL - The District may make available to individual or groups of eligible bargaining unit members, early retirement incentive programs that reduce the amount of financial loss that might otherwise be experienced by employees through early retirement

B. OPTIONAL PLANS FOR EARLY RETIREMENT

1. Post-Retirement Employment Contract (California Education Code 24214, 24214.5)

a. The District may employ any properly credentialed retired bargaining unit member who possesses unique knowledge and experience to perform the services specified in Education Code section 22119.5 as long as during the first 180 days following STRS retirement, the retiree has received zero dollars ($0) in post-retirement compensation. The retiree shall be classified as a temporary non-tenure track certificated employee and shall be paid at rate commensurate with that of other district certificated employees performing comparable duties but in no event more than the post-retirement earnings limitation in Education Code section 24216.

2. **Part-time Service Plan** (California Education Code 44922)

The District shall permit those persons who apply and are approved for this plan to reduce their regular contract work load from full-time to part-time and have their retirement benefits based on full-time employment.

a. APPLICATION:

1) The teacher shall apply in writing.

2) All requests shall be reviewed by the Superintendent, who will make recommendations to the Board.

3) Consideration shall be given to the following in determining whether or not a teacher will be permitted to enter this plan:

-Best interests of all parties concerned;

-Proficiencies of teacher applicants;

-Needs of specific position(s); and

-All other things being equal, seniority within the District shall control.

b. CONTRACTS:

1) Upon mutual agreement between the District and the teacher for his/her entrance into this program, the teacher and the District shall enter into a contract covering the following matters related to employment under the Part-time Service Retirement Plan:

a) The level of service to be rendered (i.e., either the number of days per year or the number of hours per day) for the term of the contract which must equal at least 1/2 of the regular teaching days;

b) The annual rate of pay for the first year's service;

c) The total retirement contribution to be paid by the teacher;

d) All amounts to be deducted from the teacher's salary and the purpose of each deduction;

e) The health and welfare benefits to be provided to the teacher; and

f) The total length of the contract.

2) A teacher who has entered into a contract with the District to participate in the part-time employment program on or before April 1, shall have five (5) days from the date of his/her signing the contract to revoke such contract.

c. The contract may be revoked by mutual consent at any time, and the teacher may return to full-time service.

d. The teacher may terminate the contract in any year prior to the full term by resignation or retirement.

e. Salary shall be proportionate to the time served.

1) The teacher shall retain all other rights and benefits for which the teacher makes payment that would be required if the teacher remained in full-time employment and the health benefits provided in Section 53201 of the Government Code, as if the teacher were full-time.

2) Retirement contributions and benefits shall be maintained as if the teacher were full-time.

3. **Golden Handshake Plan**

The District may permit any eligible member of the bargaining unit to retire early at an age of fifty-five (55) or older and receive an additional two (2) years of service credit to be applied to his/her retirement allowance pursuant to applicable

State law (Education Code, Section 22714 and 44929) provided a net savings can be realized by the District.

4. Any other early retirement incentive program the Board may wish to offer.

ARTICLE 20: SALARY

A. Salary Schedules

1. Teacher Salary Schedules and the Nurse Salary Schedule in effect for 2025-2026 shall be increased by 4% effective July 1, 2026 (see Appendices A in this Agreement).
2. Teachers shall be compensated in accordance with the Credentialed Teacher Salary Schedule or Non-Credentialed Teacher and Intern Salary Schedule "B", as appropriate.
3. Nurses shall be compensated in accordance with the Nurse Salary Schedule "C", as appropriate.

B. Initial Salary Schedule Placement for Teachers

The following factors shall be considered for initial placement on the Teacher Salary Schedule:

1. Effective with the 2003-2004 school year, year-for-year teaching experience shall be granted for placement on the salary schedule.
    a. One (1) year of teaching credit shall be given for each year in which teaching service was rendered for seventy-five percent (75%) or more of the teaching year.
    b. One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract (i.e., two (2) certificated employees sharing one (1) job) or ½ time teacher.

2. Unit computation shall be weighed on a semester-unit basis. Quarter (1/4) units are converted to semester units by multiplying the quarter (1/4) units by two-thirds (2/3).

3. Placement on the appropriate Salary Schedule and Column shall be in accordance with the educational and credential requirements identified on the Salary Schedules.

4. Tenured teachers returning to the District after resigning shall be subject to California Education Code, Sections 44848.

5. For purposes of initial salary schedule placement, teaching experience shall be verified by the District. Initial salary schedule placement shall be based on official transcripts of all college credits received and verified by the District on or before August 12, or on the date of employment if after August 12.

6. The initial offer of employment shall be based on verified units which have been received by the District on the date of the offer of employment.

7. A teacher employed by the District at the time s/he enters military service will be given credit for each year of service experience upon resumption of his/her employment by the District.

8. For initial placement purposes, only upper division and/or graduate units earned **after** receipt of a Bachelor's Degree shall be used, except that such units earned during the semester immediately preceding the receipt of the Bachelor's Degree for which post baccalaureate credit was given by the awarding institution shall also be applied. Post baccalaureate credit must be noted on the transcript.

C. Salary Schedule Advancement for Teachers

1. Advancement from Column to Column is based upon increments of fifteen (15) semester units which were graded "pass" or "C" or better and possession of the required credential.

    a. Units to be used after initial placement for column to column advancement on the Salary Schedule shall be upper division and/or graduate units. Lower division courses shall be counted towards column advancement if said courses are taken at the request of the District or if required for Board authorization to teach particular subjects in accordance with California Education Code provisions.

    b. For column advancement on the Credentialed and/or the Non-Credentialed Teacher Salary Schedules, teachers shall submit official transcripts, report cards, or other means of verification deemed appropriate by the District, by no later than August 12th of each year.

2. Non-credentialed teachers shall be eligible for placement on the Credentialed Teacher Salary Schedule in accordance with the following schedule:

    a. Effective the first contracted day of the school year, if the District receives verification of the teacher’s preliminary credential on or before September 12 of that year; or

    b. Effective February 1 if the District receives verification of the teacher’s preliminary credential on or before February 10.

3. A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of seventy-five percent (75%) of full-time service of an established work year.

4. One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract in this District (i.e., two (2) certificated employees sharing one (1) job) or teacher working ½ contract.

5. No advancement will be made for less than 50% of a full contract worked.

D. Teaching Stipends

1. The following teachers shall, in addition to their basic annual salary, be paid an annual responsibility stipend, for assignments as follows:

*a.	Resource Specialist Program Teacher	$2,000.00
*b.	Special Day Class Teacher	$2,500.00
c.	Jefferson Charter Academy Spanish Bilingual Teacher with BCLAD certification in Spanish	$2,000.00
d.	Jefferson Charter Academy Spanish Bilingual Teacher with CTC BCLAD waiver or emergency permit	$1,200.00
e.	Combination Class Teacher	$1,500.00
f.	Split Assignment (two or more schools) (RSP only)	$ 825.00
g.	Community Day School Teacher	$3,500.00
*h.	Instructional/Induction Coach	$4,000.00
i.	Master's Degree	$1,200.00
j.	Doctorate Degree	$1,014.00

*All teachers in the following classifications: Resource Specialist Program Teacher, Special Day Class Teacher, Instructional/Induction Coach, receive the special compensation stipend listed.

Payment of these stipends shall be incorporated into the teacher's regular monthly salary payments, on a pro-rata basis.

E. Initial Salary Schedule Placement and Advancement for Nurses

1. Nurses new to the District shall normally be placed on Step 1 of Schedule "C". Initial placement of school nurses up to Step 3 of Schedule "C" may be considered to factor in for prior School Nursing Experience and/or to ensure salary advancement.

2. Nurses who worked at least 75% of the student days during an established work year shall advance each year to the next step.

3. Nurses are paid based on Salary Schedule "C" and therefore not eligible for longevity steps as available on the Credentialed Teacher Salary Schedule.

F. MISCELLANEOUS PROVISIONS

1. Any certificated employee who accepts the extension of his/her work year beyond the regular work year, as otherwise established herein, shall be paid at his/her regular per diem rate, if said extended period immediately precedes or follows the regular work year. Any teacher who agrees to provide service(s) to the District at times that do not immediately precede or follow the regular work year shall be paid at rates to be established by the District.

2. Daily Rate of Pay means the teacher's annual salary divided by the number of days in the established work year, except as otherwise provided for in this Agreement.

3. Hourly Rate of Pay means the Daily Rate of Pay divided by eight (8), except as otherwise provided in this Agreement.

4. The Average Hourly Rate of Pay for all bargaining unit members will be calculated by increasing the existing rate by the cost of living adjustment agreed to by the bargaining unit for that year. If there is no cost of living adjustment for a designated school year, the Average Hourly Rate of Pay will remain unchanged.

5. The sharing of teaching contracts shall not result in additional or unreasonable burden to the district. Teachers on a shared contract shall be paid the per diem rate that equals fifty percent (50%) of their annual salary rate divided by fifty percent (50%) of the number of work days for full time teachers for each work day in the shared contract period.

6. Certificated unit members assigned to more than one school site during an instructional day shall be entitled to mileage in accordance with Board Policy.

ARTICLE 21: PAYMENT FOR CO-CURRICULAR ACTIVITIES

A. Co-curricular duties mean those duties teachers are required to perform with students beyond their regular work day and which are in excess of the regular work load.

B. The Co-Curricular Activities List as approved by the District for any school year shall be presented by the first staff meeting of the year and be posted via email to the membership. Any changes occurring during the school year will be posted via district email.

C. Any teacher who accepts an assignment to coach and supervise a District-approved student activity (athletic or academic) shall receive Three Hundred Dollars and No Cents ($300.00) per unit assigned to the activity. Payment for the coaching/supervision of activities shall be made to the teacher at the end of the pay period following the completion of the activity, or not later than the second pay period thereafter. Up to two members of the bargaining unit who agree to share an assignment to supervise a District-approved student activity shall each be paid separately for their portion of the assignment.

D. Bargaining Unit Members who meet the minimum qualifications as established by the District shall be given preferential consideration for Co-Curricular Activity positions, but this shall not preclude Management from selecting qualified persons from outside the Unit.

E. Field Trips: Unit members will be compensated at the average hourly rate of pay due to unforeseen delays of two (2) hours or more beyond the anticipated arrival back to school for any field trip. This will apply to any field trip with an expected arrival time back to the school site of 5:00 p.m. or later.

ARTICLE 22: TEACHER TRAVEL

A. Teachers who are required by the District to travel on District business shall be provided with the use of a District vehicle or receive a mileage reimbursement for the use of their personal vehicle at a rate established by the District.

B. Any teacher who travels outside the District in the performance of District business shall be reimbursed for out-of-pocket expenses including, but not limited to, mileage, food, and lodging.

C. Any teacher who requests and is granted written approval to attend a conference, convention and/or meeting may be reimbursed for mileage, food, lodging and/or any associated registrations. Specific arrangements for such attendance shall be by mutual agreement between the teacher and his/her immediate supervisor, and shall include the level of support to be provided by the District.

ARTICLE 23: NEGOTIATING PROCEDURES

A. The Association shall present its initial contract proposal to the Board no later than the Board's first meeting in April of the year this Agreement expires. The District agrees to begin negotiations no later than May 31 on a successor contract.

B. Any tentative agreement reached between the parties shall be reduced to writing and signed.

C. Meetings shall take place at mutually agreeable times and places. Approximately one-half (1/2) of the negotiations shall be after duty hours with the remaining taking place during duty time.

D. Effective with the 1993-94 school year, five (5) unit members shall be released from duty without loss of compensation for negotiations during duty time.

E. Upon request and within a reasonable period of time, the District shall provide the Association with public documents which are needed by the Association to fulfill its role as exclusive bargaining agent.

F. The District shall provide final copies of the Agreement online to all members of the bargaining unit.

G. The Association, upon request, shall be furnished all relevant and public documents necessary for negotiations.

H. The District and the Association agree to attempt to use the Interest-Based Bargaining approach for negotiations. However, either party may elect to revert to the traditional bargaining format with respect to any article or issue subject to negotiations.

ARTICLE 24: MAINTENANCE OF STANDARDS

The Board shall not reduce or eliminate benefits which were enjoyed by teachers as of the effective date of this Agreement which are within the scope of representation as enumerated in Chapter 10.7 of the Government Code, Section 3543.2, unless otherwise provided by the express terms of this Agreement.

ARTICLE 25: STATUTORY CHANGES

A. In instances where state or federal legislation enacted during the term of this Agreement mandates improvement in teacher benefits, the District shall comply with the legislation. Such improvement shall become operative as provided in the legislation. Unless mandated by such legislation, nothing herein requires the District to institute improvements retroactively.

B. In instances where state or federal legislation enacted during the term of this Agreement mandates reductions in the terms of this Agreement, the District shall comply with the legislation. Such reductions shall become operative on the effective date the bill becomes a law.

C. If legislation is enacted which would decrease or increase benefits, but is permissive legislation, the District shall not alter the terms of this Agreement.

ARTICLE 26: SAVINGS

A. In the event that any provision of the Agreement is held invalid as a result of a final judgment handed down by the highest court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.

B. Should a provision or application be deemed invalid as described in "A", above, the District and the Association shall meet to negotiate a successor provision, provided the subject is within the scope of representation pursuant to California Government Code Section 3543.2.

ARTICLE 27: MISCELLANEOUS PROVISIONS

A. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the express terms and conditions of this Agreement.

B. A teacher's resignation of his/her position in the District shall remain revocable for a period of five (5) work days or until the Superintendent officially accepts the resignation.

C. Recovery of Damages to Employees' Personal Property

If a teacher provides instructional materials and/or equipment for use in the course of employment which are necessary to the performance of his/her duties, the District agrees to pay for any loss or damage to such items or for the replacement of such items resulting from normal wear and tear. No compensation shall be forthcoming unless the teacher has received prior written permission to use and store such items from his/her immediate supervisor. The employee must provide documentation as to the actual cost of the damaged/lost materials.

D. The inclusion within this Agreement of any matter not within the scope of representation pursuant to California Government Code, Section 3543.2 is without precedent as to any future position by the District concerning the negotiability or non-negotiability of such matter, and the District expressly reserves the right to refuse to negotiate or renegotiate any written agreement on matters determined to not be within the scope of representation pursuant to California Government Code, Section 3543.2.

ARTICLE 28: SHARED TEACHING CONTRACTS

A. The sharing of teaching contracts shall not result in additional cost or unreasonable burden to the District, nor shall it lessen the required training/preparation time or the necessary parent/teacher/principal communication responsibilities of either participating teacher.

B. Teachers requesting a shared contract must be in permanent status with the District.

C. Shared contracts, if approved, will be for one (1) school year, subject to review and approval of additional school years on the recommendation of both the School Principal and the Superintendent.

D. Teaching Hours and Teaching Load

1. Teachers on a shared contract shall work one-half (1/2) of all student days and all of the non-teaching work days during the shared contract period. Teachers will attend all P.D. on minimum days and ½ of all staff meetings. Teachers will attend minimum days for collaboration when held on one of their scheduled work days.

2. Both teachers on the shared contract shall be required to attend all teacher preparation days, management-scheduled professional development programs, staff apportioned staff development days, parent-teacher conferences, back-to-school night, IEP meetings, and any other school activity to ensure continuity of the educational program and necessary principal/parent/teacher communications.

3. Each teacher on a shared contract shall be required to attend one-half (1/2) of all regularly scheduled faculty meetings except that faculty meetings that include agenda items necessitating the presence of all teachers shall be attended by both members of the shared contract team. The team member who does not attend a faculty meeting shall be responsible for obtaining all communications and directives

provided at such meetings to ensure full knowledge and understanding of District/school rules, plans, schedules, and other necessary information.

E. Calendar and Work Year

1. Teachers on a shared contract may request to exchange days with their partner.
2. Teaching Day Exchange shall be limited to ten (10) days per year per teacher and shall not include any Parent/Teacher Conference, Professional Development, or staff meeting days. Not more than two (2) such arrangements may be approved for concurrent days at any school.
3. All requests to exchange teaching days shall be submitted at least twenty-four (24) hours in advance when possible on forms provided by the District, and are subject to approval by the principal.
4. Requests for Teaching Day Exchange shall specify the days each teacher will work for the other. Reciprocal duty days must occur within the same school year and are not subject to change after being granted by the District.
5. Failure of a teacher to work any of the reciprocal duty days as agreed shall result in salary deduction from that teacher's pay warrant for that pay period. Such deduction shall be equivalent to the teacher's per diem rate times the number of reciprocal days not worked. The teacher who is owed the service will be compensated for the extra days worked at his/her per diem rate or at the Average Rate of Pay established in Article 20, Section E.5., whichever is less.

F. Transfer

1. The transfer necessary for an approved shared contract between two teachers shall precede involuntary and other voluntary transfers and shall not be affected by

seniority ranking of the teachers involved in the shared contract.

2. When a shared contract is dissolved, the most senior teacher retains the right to the position. The least senior teacher will be reassigned with no transfer rights given.

G. Benefits

Teachers on shared contracts shall be entitled to maintain their insurance benefits by payment of monthly premiums to the District. See Employee Benefit Article for effects of suspension of group insurance.

H. Salary

1. One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract in this District (i.e., two (2) certificated employees sharing one (1) job) or teacher working ½ contract.

2. Teachers on a shared contract shall be paid the per diem rate that equals fifty percent (50%) of their annual salary rate divided by fifty percent (50%) of the number of work days for full time teachers for each work day in the shared contract period.

ARTICLE 29: EFFECT OF THE AGREEMENT

A. It is the intent of the parties that this Agreement sets forth the full and entire understanding of the parties regarding all matters set forth herein, and any prior or existing understanding or agreements by or between the parties, whether formal or informal, regarding any such matters, are hereby superseded and terminated in their entirety.

B. Except as otherwise specifically provided herein, it is agreed and understood that each party hereto voluntarily waives and unqualifiedly relinquishes its right to meet and negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein.

C. The term of this Agreement, as set forth in Article 1, **Agreement**, is July 1, 2025, through June 30, 2028. However, it is agreed that either party may "reopen" for the 2026-2027, and 2027-2028 school years, negotiations on Article 11, **School Calendar and Work Year**, Article 18, **Employee Group Health and Welfare Insurance Benefits**, and Article 20**, Salary**.

HANFORD ELEMENTARY SCHOOL DISTRICT

2026-2027 CREDENTIALED TEACHER SALARY SCHEDULE "A"

187 Work Days

STEP	COLUMN			
	I	II	III	IV
	BA	BA + 45	BA + 60	BA + 75
	semester hours	semester hours	semester hours	semester hours
	+ Credential[1]	+ Credential[1]	Credential [1]	Credential [1]
1	70,049	72,851	75,765	78,796
2	72,851	75,765	78,796	81,948
3	75,765	78,796	81,948	85,226
4	78,796	81,948	85,226	88,635
5	81,948	85,226	88,635	92,180
6	85,226	88,635	92,180	95,867
7	88,635	92,180	95,867	99,702
8	92,180	95,867	99,702	103,690
9	95,867	99,702	103,690	107,838
10		103,690	107,838	112,151
11		107,838	112,151	116,637
12			116,637	121,303
L - 15	Requires 15 years of service [2]		121,303	126,155
L - 20	Requires 20 years of service [2]		126,155	131,201
L - 25	Requires 25 years of service[2]		131,201	136,449
L - 30	Requires 30 years of service[2]		136,449	141,907
L - 35	Requires 35 years of service[2]		141,907	147,583

[1] Preliminary or Clear/Professional Clear teaching or service credential authorizing service at the elementary (K-8) level.

[2] "Years of service" for purpose of longevity steps means certificated service in the Hanford Elementary School District for at least 75% of the student days of each year, including paid leave days.

INITIAL STEP PLACEMENT

New teachers will be given step placement credit on a year-for-year basis for previous full-time teaching experience up to Step 12.

STEP ADVANCEMENT

A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of 75% of full-time service of an established work year.

One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract in this District (i.e., two (2) certificated employees sharing one (1) job) or teacher working 1/2 contract.

STIPENDS

Jefferson Academy Spanish Bilingual Teacher with BCLAD certification in Spanish	$2,000 per year	Instructional / Induction Coach	$4,000 per year
Jefferson Academy Spanish Bilingual Teacher with CTC BCLAD waiver or emergency permit	$1,200 per year	Masters	$1,200 per year
Special Day Class Teacher	$2,500 per year	Doctorate	$1,014 per year
Resource Specialist Program Teacher	$2,000 per year	Combination Class	$1,500 per year
Community Day School Teacher	$3,500 per year	Split Assignt. 2 schools	$ 825 per year

AVERAGE HOURLY RATE OF PAY (Article 20) = $67.75

Adopted: 06/10/26
Effective: 07/01/26

HANFORD ELEMENTARY SCHOOL DISTRICT

2026-2027 Non-Credentialed Teacher and Intern Salary Schedule "B" (For Teachers Hired On or After November 1, 2000)

187 Work Days

STEP	COLUMN	
	B-1 B.A.	B-11 B.A. + 15
1	65,583	66,895
2	66,895	68,233

INITIAL STEP PLACEMENT
Teachers with one year of full-time teaching experience will be placed at Step 2 of the appropriate column.

STEP ADVANCEMENT
A one-step advancement on the Teacher Salary Schedule shall be granted for each shool year in the District if the teacher is in paid status for the equivalent of 75% of full-time service of an established work year.

ADVANCEMENT TO CREDENTIALED TEACHER SALARY SCHEDULE
Non-credentialed teachers shall be eligible for placement on the Credentialed Teacher Salary Schedule in accordance with the following schedule:
(1) Effective the first contracted day of the school year, if the District receives verification of the teacher's preliminary credential on or before September 12 of that year; or
(2) Effective February 1 if the District receives verification of the teacher's preliminary credential on or before February 10.

STIPENDS

Jefferson Academy Spanish Bilingual Teacher with BCLAD certification in Spanish	$2,000 per year	Instructional / Induction Coach	$4,000 per year
Jefferson Academy Spanish Bilingual Teacher with CTC BCLAD waiver or emergency permit	$1,200 per year	Masters	$1,200 per year
Special Day Class Teacher	$2,500 per year	Doctorate	$1,014 per year
Resource Specialist Program Teacher	$2,000 per year	Combination Class	$1,500 per year
Community Day School Teacher	$3,500 per year	Split Assignt. 2 schools	$ 825 per year

AVERAGE HOURLY RATE OF PAY (Article 20) = $67.75

Adopted: 06/10/26
Effective: 07/01/26

HANFORD ELEMENTARY SCHOOL DISTRICT

2026-2027 School Nurse

Salary Schedule "C"

187 Work Days

STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
119,831	124,624	129,609	134,793	140,185

Adopted: 06/10/26
Effective: 07/01/26

Hanford Elementary School District - Final
2026-2027 School Calendar

July 2026						
S	M	T	W	Th	F	S
			1	2	~~3~~	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	~~7~~	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

1st Reg. Month: 08/12-9/04 Days Taught:18

October 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

2nd Reg. Month: 09/07-10/02Days Taught:19

November 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	~~11~~	12	13	14
15	16	17	18	19	20	21
22	23	24	25	~~26~~	~~27~~	28
29	30					

3rd Reg. Month: 10/05-10/30 Days Taught: 19

December 2026						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	~~24~~	~~25~~	26
27	28	29	30	~~31~~		

4th Reg. Month: 11/02-11/27 Days Taught: 14

Important Dates

School Starts: August 12
School Ends: June 4

End of 1st Trimester: November 6
End of 2nd Trimester: March 5
End of 3rd Trimester: June 4

Parent Conferences: November 23-24
(Non-Workday for 10-Month Classified)
Minimum Days:
Every Wednesday
(except one Wednesday in May for Employee Recognition)

December 18
March 19
May 28
June 4
May 27: JR High Only

Holidays

Labor Day: September 7
Veteran's Day: November 11 (observed)
Thanksgiving Break: November 25-27
(Non-Workday for 10/11 Month Certificated and Classified)
Winter Break: December 21-January 8
(Non-Workday for 10/11 Month Certificated and Classified)
Martin Luther King Jr.: January 18
No School: February 8
(Non-Workday for 10/11 Month Certificated and Classified)
President's Day: February 15
Spring Break: March 22-March 29
(Non-Workday for 10/11 Month Certificated and Classified)
Memorial Day: May 31
Juneteenth: June 19
~~ *Non-workday – All employees*

Teacher Workday

Welcome Back/Site Meeting: August 7

Teacher Preparation Day: August 11

Professional Development (District Wide)

August 6
August 10
October 16

January 2027						
S	M	T	W	Th	F	S
					~~1~~	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	~~18~~	19	20	21	22	23
24	25	26	27	28	29	30
31						

5th Reg. Month: 11/30-12/25 Days Taught: 15

February 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	~~15~~	16	17	18	19	20
21	22	23	24	25	26	27
28						

6th Reg. Month: 12/28-01/22 Days Taught: 9

March 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	~~26~~	27
28	~~29~~	30	31			

7th Reg. Month: 01/25-02/16 Days Taught:18

April 2027						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

8th Reg. Month: 02/22-03/19 Days Taught:20

May 2027						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	~~31~~					

9th Reg. Month: 03/22-04/16 Days Taught: 14

June 2027						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	~~18~~	19
20	21	22	23	24	25	26
27	28	29	30			

10th Reg. Month 04/19-05/14 Days Taught: 20

11th Reg. Month 05/17-06/04 Days Taught: 14