

AGREEMENT BETWEEN



*Twin Rivers
United Educators*

AND THE



Effective July 1, 2014 to June 30, 2017
2015-2016 changes Board approved September 15, 2015

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ARTICLE 1 - GENERAL PROVISIONS

Duration of Agreement (Term): This Agreement will be effective upon ratification, and will expire on June 30, 2017.

- 1.1 The Parties agree to commence negotiations for a successor agreement to the Agreement by not later than March 1, 2017.
- 1.2 The Parties agree that the salary and employee benefits articles will be open for negotiations for the 2015-2016 contract year and the 2016-2017 contract year. Each party may also reopen up to two additional articles for the 2015-2016 contract year and the 2016-2017 contract year. All other articles will be closed. Both Parties will comply with state law requirements regarding the “sunshining” of reopeners and proposals for negotiations.
- 1.3 The Parties agree that the Association will be entitled to release time for such of its Members as are assigned to the Association negotiating team, so that they may attend negotiations without loss of compensation. Negotiations release time shall not be used for more than eight (8) members. The District will pay for 20 or less days per school year of negotiations release time for up to five (5) Members (a total of 100 days for all five true negotiators) and TRUE will pay for negotiations release time of any Members above and beyond the five (5) paid for by the District. For the purpose of the 20 day limitation, a half day will be counted as .5 of the 20 day limit. The Parties agree that either party may utilize the services of consultants and negotiators to assist in negotiations.
- 1.4 **Recognition:** The District recognizes the Association as the exclusive representative for all certificated employees not designated as management or confidential by action of the Board of Trustees of the District or as otherwise agreed to by the Parties except as follows:
 - 1.4.1 Substitute employees;
 - 1.4.2 Adult Education teachers employed less than 20 hours per week;
- 1.5 **Definitions:**
 - 1.5.1 As set forth herein, the term “Association” means the Twin Rivers United Educators, an Association and a unit of the California Teachers Association and the National Education Association. The term “the

District” or “District” means the Twin Rivers Unified School District. The term “the Parties” means the parties to this Agreement, that is TRUE and the District. The term “Member” means a member of the Association. The term “the Agreement” means this collective bargaining agreement entered into by and between the District and the Association.

1.5.2 Work Days:

1.5.2.1 “Member work days” means days on which the Member is contractually required to be in attendance at the Member’s job location, or at other District required and/or approved activities at another location.

1.5.2.2 “District work day” means any day on which the District Office is open for business.

1.5.3 Temporary Employee: A certificated employee may be classified as temporary only to the extent authorized by California law.

1.5.4 Elementary School Configuration: Members who teach at the following schools configurations: P/TK-K, P/TK/K-2, P/TK/K-4, P/TK/K-5, P/TK/K-6, 3-6 and P/TK/K-8.

1.5.5 Secondary School Configuration: Members who teach at the following school configurations: 5-8, 6-8, 6-12, 7-8, 7-9, 10-12, 7-12 and 9-12,12-Plus.

1.6 Savings Provision: If any provisions of this Agreement are held to be contrary to the law by a court of competent jurisdiction or the Public Employment Relations Board, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event that a specific provision is declared invalid by a court P.E.R.B. decision, the Parties shall meet within fifteen (15) work days after the decision to discuss the effect of the decision and determine if renegotiation of that provision is necessary. The Parties also agree that they will meet and confer in the event that provisions of California statutory law are changed by action of the legislature and/or Governor, or by action of the voters through the initiative

process, where the changed statutes are referenced in this Agreement or materially affect this Agreement.

- 1.7 Order of Precedence: The specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over state laws to the extent permitted by state law.
- 1.8 Publication of Agreement: Within sixty (60) days of ratification of this Agreement by both Parties herein, the District will have the entire agreement posted on the District website and will provide an electronic copy to the Association.
- 1.9 Employee Listing: The District will provide to the Association President by September 15, each year an alphabetical list of the names and work sites of all Members working for the District in classifications covered under Section 1.4.
- 1.10 Credentials: All certificated personnel are personally responsible for renewing their credentials and for keeping them valid. A certificated Member with an expired or invalid credential will not be allowed to teach and cannot be paid under California law.
- 1.11 After the Agreement: After the Agreement is ratified the Parties will meet, confer and negotiate as necessary regarding implementation issues.
- 1.12 Personnel Files: The employment rights of Members with regard to their personnel files are set forth in the California Education Code, Section 44031.
- 1.13 Members employed by the District work at the direction of the site principal, the principal's designee, or other appropriate designated administrative supervisors as determined by their assignment. Members are responsible to plan, implement, monitor, and assess an instructional program:
 - a. Which is consistent with the educational philosophy of the District as set forth in the goals for instruction and total student development adopted by the Board of Trustees;
 - b. Which reflects the specific goals for a school or program as adopted by the principal or administrator in consultation with school staff and district personnel, including implementation of state and federal requirements; and

- c. Which pursues specific objectives, developed by the Member and approved by the principal or administrator, based on assessment of student needs in relation to the school and District goals.

1.14 Members shall carry out such other tasks as may be required in emergencies for the operation of the schools.

ARTICLE 2 - COMPLETION OF MEET AND NEGOTIATE

- 2.1 Except in the case of unforeseen events or emergencies, a ratification vote shall take place by the Twin Rivers United Educators membership within twenty (20) working days of the date of the final tentative agreement between the bargaining teams, and a ratification vote by the Governing Board shall take place within twenty five (25) working days of the ratification of the final tentative agreement by the TRUE membership.

ARTICLE 3 –TEACHER SUPPORT

- 3.1 Beginning Teacher Support Program Components: There will be a Beginning Teacher Support Program for all classroom teachers new to the profession.
- 3.1.1 Beginning Teacher Support and Assessment Program (BTSA) – This component of Beginning Teacher Support shall provide assistance to eligible first and second-year teachers.
- 3.2 Beginning Teacher Support Providers
- 3.2.1 Beginning Teacher Support Providers (“BTSA Providers”) shall be selected by the District, and must have a minimum of three years of successful teaching experience. Criteria for selection of BTSA Providers shall be based upon a review of the applicants resume, credentials, qualifications, letters of recommendation, most recent evaluation and observation of the applicants teaching performance.
- 3.2.2 The caseloads of BTSA Providers will be determined by the Director of Professional Development and Beginning Teacher Support. Case loads shall take into consideration the amount of time required to complete the assignment.
- 3.2.3 The job performance of a Beginning Teacher Support Provider is subject to annual review and evaluation by the District.
- 3.2.4 Beginning Teacher Support Program Providers shall not evaluate BTSA participants.
- 3.2.5 Compensation:
- 3.2.5.1 Prior to September 1 each school year, the District will establish the level of stipends for BTSA providers for that school year.
- 3.2.5.1.1 The District will provide financial information to the Association each year by December 1 as to the amount of funding allocated for BTSA.
- 3.2.5.2 No BTSA Provider will provide services to more than four (4) beginning teachers.

- 3.2.5.3 In return for the BTSA stipend, the BTSA Provider will provide support and assistance to beginning teachers as required by the BTSA Program, attend required meetings and carry out other necessary duties as prescribed by the BTSA Program Director.
- 3.2.5.4 Stipends shall be paid twice a year in December and at the end of each school year.
- 3.2.5.5 Release time will be given as needed for training, observations, and meetings which are required by the Beginning Teacher Support Programs. Release time for a BTSA Provider will be allowed in consultation with the BTSA Provider's site administrator.

3.3 Intern Support: Stipends and duties for Members who provide support to interns will be according to the MOUs between the District and each of the agencies who sponsor interns.

ARTICLE 4 - WORK DAY / WORK YEAR

4.1 General Responsibilities of Members:

4.1.1 The District will designate specific days each school year for Elementary School teacher conferences. Secondary School Members will participate in staff development on the Elementary Schools parent/legal guardian teacher conference days. All Members who teach at Elementary Schools shall have two-full days to conduct parent/legal guardian conferences. The two days to conduct parent/legal guardian conferences shall be determined by the calendar committee. Whether Members who teach 7th and 8th grade students will conduct parent/legal guardian conferences shall be determined by the Principal in consultation with the Site Leadership Team. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs. Members are responsible for regular communication with parent/legal guardians to keep them aware of the:

- a. Goals and objectives of the instructional program for their students;
- b. Progress of the individual student in pursuit of the class objectives;
- c. Special needs or problems of students as observed by the Member; and
- d. Special accomplishments of students.

4.1.2 In addition to communicating the purposes and expectations of the instructional program, each Member is responsible for a reasonable attempt to keep parent/legal guardians informed regarding the progress of their student(s).

- a. Each Member shall provide parent/legal guardians with objective evidence of their student's progress at each grading period.
- b. Parent/legal guardians of students who are doing unsatisfactory work or failing to meet other expectations of the Member, are to

be notified when that condition becomes apparent to the Member. Members should make every reasonable effort to obtain parent/legal guardian support and involvement to assist in resolving the student's problems.

- c. Before assigning a student a failing grade, a Member will make a reasonable effort, in a manner approved by a Principal or Administrator, to alert the parent/legal guardians in advance to the student's academic problems that are leading to the failing grade. If unusual circumstances do not allow for such advance notification, the failing grade must be approved by the Principal or Administrator and a reasonable effort must be made by the Member to report to the parent/legal guardian that the student is receiving a failing grade.

4.2 Work day:

4.2.1 The normal teaching assignment at Secondary Schools shall be the equivalent of five (5) teaching periods and one (1) period for preparation. For Elementary Schools on Monday, Tuesday, Thursday and Friday there shall be at least three hundred and twenty five (325) minutes per day of direct student instruction with the exception of K-8 schools which shall be at least three hundred and sixty (360) minutes for grades 7-8. Beginning with the 2015-2016 school year the normal teaching assignment at Secondary Schools shall be the equivalent of five (5) teaching periods and one (1) period for preparation. For Elementary Schools on Monday, Tuesday, Thursday and Friday there shall be at least three hundred thirty two (332) minutes per day of direct student instruction with the exception of K-8 schools which shall be at least three hundred and seven (367) minutes for grades 7-8.

Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools, Community Day Schools and other special and pilot programs. Charter Schools Field Study Days are instructional days in

which students may be at their home school or off campus doing job shadows, community service, career exploration or field trips.

4.2.2 Elementary and Secondary Schools shall have a Late Start/Early Release day, as determined by the District, which will be used for activities that will lead to increased student achievement, including but not limited to faculty meetings, professional learning community meetings, professional development, grade level planning activities, subject area planning activities, articulation activities, and collaboration activities, as assigned by the Principal or site administrator, in consultation with the School Site Leadership Team. Flexible time shall be designated to special education staff for collaboration.

4.2.2.1 Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools, Community Day Schools and other special and pilot programs.

4.2.3 The work day for a Member placed on salary schedule five (5) shall be seven and one-half (7½) hours, including a thirty (30) minute duty-free lunch.

4.2.4 The work day for a Member on salary schedule two (2) shall be eight (8) hours, including a thirty (30) minute duty free-lunch.

4.2.5 The District may implement a Flex schedule in Secondary Schools. The Parties agree to meet and confer on a Flex schedule prior to the implementation of a Flex schedule by the District. The Flex schedule may consist of seven (7) periods or more per day. Members who teach in Secondary Schools who choose to teach an extra academic period in a class approved by school administration, will be entitled to an additional payment of \$40.00 per period taught (\$3,600 per semester or \$7,200 per year). Members in Secondary Schools will not be required to involuntarily teach more than the equivalent of five (5) standard academic periods to implement a flex schedule.

4.2.6 A Member shall work each day as assigned by the Member's Principal or administrator. Each day shall include the following:

- a. A lunch break of thirty (30) duty free minutes. The Principal or Supervisor shall organize the Member's schedule in such a manner that each Member has a thirty (30) minute duty free lunch each day; any interruption of the thirty (30) minutes by the administration or designee will result in the Member being given an additional duty free amount of time equivalent to the interruption, as soon as possible on the same day. Members shall not be required to stand noon duty during the students' lunch-recess period, unless needed because a situation arises as determined by the Principal or designee (e.g. emergency, weather related issues).
- b. Members shall report for duty twenty (20) minutes prior to commencement of the instructional day.

4.2.7 A part-time Member's compensation will be based on the hours of the part-time Member's work day as a percentage of a regular work day.

4.2.8 Site administrators will reasonably and equitably require Members, as part of their professional and contractual obligations, to participate in curricular and instructional school duties, including Individualized Educational Plan meetings, Section 504 meetings and Student Study Teams, and in conferring with and advising parent/legal guardians, including back to school night and open house.

4.2.8.1 The District will pay Members for the following additional after-school duties at the rate of \$30.00 per hour:

1. Mandatory training for which mini-units are not provided, and which are conducted outside of Late Start/Early Release Day (see Article 14.4).
2. Mandatory training for which a Member is not able to use mini-units credit because the Member has more than ninety (90) units and which are conducted outside of Late Start/Early Release Day, subject to District funding limitations;

3. Mandatory staff meetings that are conducted after school, but that could have been conducted on Late Start/Early Release Day;
 4. Mandatory meetings or duties for District-wide development of curriculum conducted outside of Late Start/Early Release Day.
- 4.2.8.2 Members may be paid \$125 per ½ day and \$250 per full day for summer workshops and conferences at TRUSD unless there is a stipend rate that covers that assignment, or a grant rate, which shall apply instead.
- 4.2.9 Site administrators will also reasonably and equitably distribute required participation in adjunct duties, in consultation with the School Leadership Team. Members will not be involuntarily required to participate in more than twenty (20) hours per school year of adjunct duties, except for participation in the School Leadership Team, which shall be sufficient to satisfy the mandatory adjunct duty requirements.
- 4.2.10 Members may be requested to attend District sponsored programs, workshops, seminars, and conferences related to their fields, or to represent their disciplines and/or the District at other professional conferences. Attendance at the above conferences, seminars, and workshops shall be on a voluntary basis unless release time has been arranged by the District. At such events, Members are responsible for representing the District and their schools in the community and for helping to create and maintain a positive image of the District, school and profession which are during the course and scope of their employment.
- 4.2.11 Assignment to More than One School:
Members assigned to more than one (1) school per day shall be reimbursed for the mileage traveled between the first school and the second assigned school at the current IRS approved rate per mile. If a Member is assigned an additional free period in consideration of travel,

the additional free period shall serve as full and complete compensation for all travel expense.

4.3 Preparation Time:

4.3.1 All Elementary School Members will have sixty (60) minutes of continuous preparation time on Late Start/Early Release Day. The one hundred twenty (120) minutes will be divided as follows: sixty (60) minutes for teacher prep time (grades TK-12); sixty 60 minutes for staff meetings/PD/PLC. If Early Release the first sixty (60) minutes will be allocated for staff meetings PD/PLC. If Late Start prep time is first. The primary intent of preparation time is that it will be used by the Member for planning and preparation for curricular and instructional activities.

Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs. Flexible time shall be designated to special education staff for collaboration.

4.3.1.1 Elementary (TK-6) teachers will receive ninety (90) minutes of prep time per week beginning in the 2015/2016 school year.

4.3.2 Preparation periods for Secondary School Members and 7th and 8th grade Members on K-8 sites shall be equal to at least one full student period and shall be proportionately adjusted to modified schedules. The primary intent of preparation time is that it will be used by the Member for planning and preparation for curricular and instructional activities. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs.

4.3.3 With the approval of the Principal or his/her designee, Members may leave the school premises to conduct meetings, conferences and to carry out duties related to the services for which the Member is employed.

4.4 The TRUSD special education department will provide teacher substitutes to school sites for IEP meetings to allow IEP meetings to be held during the school day, when necessary. The number of substitute days will be determined by the TRUSD special education department and site principal.

4.5 Substituting:

4.5.1 Secondary School Members may be asked to serve as a substitute during his/her preparation period, when no substitute is available. Members have the right of refusal. Principals will first ask for volunteers and if no volunteer is available, will make the assignment on a rotating basis. Members who serve as substitutes shall be paid the substitute rate of forty dollars (\$40) per period. Only Members who have a preparation period qualify for this substitute rate.

4.5.2 In Elementary Schools, if no substitute teacher is available, Principals will make every effort not to place students in other Members' classrooms. However, in the event a substitute teacher cannot be located, students may be placed in another Members' classroom based on district process. Members who have extra students placed in their class shall receive compensation of forty dollars (\$40) per day for payment to a maximum of four (4) teachers per divided class.

4.6 Sixth (6th) Period Assignment:

Members with teaching assignments in Secondary Schools may be offered employment to teach during the preparation/conference period. Said employment shall be on a voluntary basis. Sixth period assignments must be approved by the Board of Trustees. When such employment is accepted, it shall be compensated at the rate of sixty dollars (\$60) per period. The District shall forward to the Association in November and March a report on the number of teachers on sixth (6th) period assignments by department and school.

4.6.1 All sixth period teaching assignments shall be paid monthly.

4.7 Student Minimum Days:

4.7.1 A student minimum day consists of two hundred and forty (240) instructional minutes at Elementary Schools and two hundred fifty five (255) instructional minutes at Secondary Schools. Starting in 2015-2016 a student minimum day consists of two hundred forty seven (247) instructional minutes at Elementary Schools and two hundred sixty two (262) instructional minutes at Secondary Schools.

4.7.2 Student minimum days shall be scheduled for the last student day before Winter Break and the last day of school for grades K-12.

At Secondary Schools, the District may provide student minimum days for administration of Statewide Assessments and for semester finals.

Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs.

4.7.3 For Members at Elementary School sites, there shall be one (1) student shortened day to conduct spring parent communications. A student shortened day consists of a day that ends sixty (60) minutes before the end of a normal student instructional day

4.8 Association Business:

4.8.1 The Association President, Officers and Representatives, shall be released at the end of the instructional day as necessary to attend scheduled Association meetings. The Association President shall give prior notice to the Superintendent or designee of each meeting date. The Association President, Officers and Representatives shall also be released in accordance with and to the extent required by the Educational Employment Relations Act (EERA).

4.8.2 The Association President shall be allowed to use his/her preparation period for Association business as necessary, with prior notice to the principal or site administrator of the President.

4.8.3 The Association President or his/her designee shall be allowed a total of ninety (90) days of release time to conduct Association business.

4.8.3.1 A Member serving as Association President who is assigned in a Secondary School is entitled to be released for a maximum of three (3) periods per school day, one period of which will be his/her preparation period, to conduct Association business. A Member serving as Association President who is assigned to an Elementary School or a non classroom based teacher is entitled to be released for fifty percent (50%) to conduct Association business.

4.8.3.2 All release time must be used in an educationally sound manner that does not detract from student learning. The Association shall pay for all costs incurred by the District in affording the Association President and/or designee up to a total of ninety (90) days release time.

4.8.3.3 The Association shall give notice to the Associate Superintendent of Human Resources or his/her designee no later than June 15 of each year of its intention for the use and allocation of release time for the forthcoming school year.

4.9 Work Year:

4.9.1 Instructional Year:

4.9.1.1 There shall be one hundred and eighty (180) instructional days in a work year. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs. Field Study Days at Charter Schools are instructional time in which students may be at their home school or off campus doing job shadows, community service, career exploration or field trips.

4.9.1.2 Changes in the instructional year may only occur after consultation with the Association and approval of the Board of Trustees, except in cases where an emergency arises.

4.9.2 Days in Work Year:

4.9.2.1 Members who are placed on salary schedules one (1) and five (5) will be required to work 187 days.

4.9.2.2 Classroom teachers new to the District will be required to work 188 days.

4.9.2.3 Members who are placed on salary schedule two (2) will be required to work 193 days.

4.9.2.4 Members who are placed on salary schedule six (6) and seven (7) will be required to work 199 days.

ARTICLE 5 - LAYOFFS

- 5.1 The employment rights of Members with regard to layoffs are set forth in the Education Code, and the District will adhere to the Education Code when dealing with layoffs. Neither a Member nor the Association shall be allowed to grieve layoffs, but shall instead avail of Education Code hearing rights.
- 5.2 In the event of layoffs, the District will make its best efforts to minimize the disruptive effects of said layoffs.

ARTICLE 6 - LEAVES

6.1 Sick Leave

6.1.1 Days Earned: An employee who is in paid status for an entire school year will earn eleven (11) days sick leave per year. An employee who is in paid status for less than an entire school year will receive sick leave on a pro-rated basis.

6.1.2 Days accumulated: Sick leave is accumulated year-by-year and shall be transferred from the District to other districts in accordance with the California Education Code 44978 and 44979.

6.1.3 Uses of Sick Leave: Sick leave may be used as follows:

1. Illness or injury of the employee.
2. Dental or medical appointments of the employee.

Personal Necessity Leave:

A Member who is in paid status for an entire school year may use up to seven (7) days of his or her accrued sick leave as personal necessity leave in each school year. Members who are in paid status for less than an entire school year shall be allowed to use personal necessity leave on a pro-rated basis. Personal necessity leave may be taken for any of the following reasons:

- a. The death or illness of a child, parent, spouse, or domestic partner of the Member.
- b. Accident, involving the Member's person or property, or the person or property of the Member's immediate family.
- c. Other emergency situations that require immediate attention.
- d. Other personal compelling reasons, which shall be subject to verification by the District.
- e. For the birth of a child, in addition to Parental Leave as provided in section 6.5.
- f. For the adoption of a child, in addition to Adoption Leave as provided in section 6.5.

- 6.1.4 The District will also comply with California laws regarding Pregnancy Disability Leave, and will provide paid or unpaid leave depending on the pregnant Member's verified health status. (See Cal Admin Code Title 2, Section 7291.7, see also, DFEH Pamphlet on Pregnancy Disability Leave.)
- 6.1.5 Verification required: For illness or injury, the signed statement of the Member will suffice in most cases. However, after three (3) days of the illness or injury, the District may require that a claim for sick leave be supported by a written statement from the Member's medical provider. In cases other than illness or injury, the District may require verification at its discretion.
- 6.1.6 Sick Leave Notification: The District will notify each Member on the Member's regular pay warrant of the Member's accrued sick leave balance.
- 6.2 Leaves Under The Family Medical Leave Act
The District will comply with the requirements of the California Family Rights Act and the Federal Family and Medical Leave Act in providing unpaid leave to eligible Members under the terms of those laws. Generally, eligible Members are entitled to a total of twelve (12) workweeks of unpaid leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.
- 6.3 Industrial Accident/Extended Illness
A Member absent from his/her duties because of a qualified industrial accident or sickness will be afforded industrial accident/extended illness leave in accordance with California law.
- 6.4 Bereavement Leave
In the case of death in the Member's immediate family, a Member shall be granted necessary leave of absence with pay for three (3) days. Additional paid absence may be allowed for bereavement related travel that exceeds 350 miles each way to the place of the funeral service, not to exceed two (2) additional days, if needed. "Members of the immediate family" means: 1) the Member's

spouse or domestic partner, child, step-child, sibling, parent, mother-in-law, father-in-law, step-parent, grandparent, grandchild, daughter-in-law, son-in-law, or any relative residing in the immediate household of the employee; or 2) the child, step-child, sibling, step-parent, grandparent, grandchild, daughter-in-law, or son-in-law of the Member's spouse or registered domestic partner (in accordance with Education Code 44985). Additional leave for bereavement purposes may also be available through use of personal necessity leave as provided in Section 6.1.3 (3). The employee shall provide proof of the need for bereavement leave upon request of the District.

6.5 Parental/Adoption Leave

Parental or adoption leave will be provided in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. Sections 2611, et seq.) and the California Family Rights Act (CFRA; Government Code Section 12945.2). The District will provide two (2) days of paid parental leave for the birth or adoption of a child.

6.6 Jury Duty or District Witness Service

Employees may be absent from duty to serve as jurors or court witnesses (except cases arising from employee misconduct or employee's personal business), without loss of pay. Fees paid to the employee for services as juror shall be payable to the District. A separate mileage and/or parking fee, if provided, shall remain the property of the employee.

6.7 Military Leave

6.7.1 The District will administer military leave in accordance with State and Federal laws governing military leave and will accord Members all rights afforded by those laws. Members will carry out all of their own duties and responsibilities required to avail them of their rights under said laws.

6.7.2 Any employee who is in the reserve component of the armed forces of the United States or of the National Guard and who is ordered back to active duty shall be entitled to a temporary military leave of absence, pursuant to and in accordance with the requirements of Federal and State law with regard to military leave. A copy of the orders or notice

will be made available to the District at least four (4) weeks prior to the starting date of the request for leave, except where the orders are received less than four (4) weeks prior to the starting date, in which case a copy of the orders or notice will be delivered to the Associate Superintendent Human Resources within twenty-four (24) hours of their receipt by the Member. The District will pay an eligible Member who is a member of California National Guard or a United States Military Reserve organization who is called into military duty, continuation salary and differential pay, for the time period specified in California and Federal Law. [California Education Code Sections 44018, 44800 and Military and Veterans Code 395.01]. However, a Member will not be found to be ineligible because the Member is called into active military duty for more than one hundred and eighty (180) days, notwithstanding any provisions in Military and Veterans Code Sections 395.01 and 395.02 to the contrary. A Member who is involuntarily called back to duty must provide proof that his or her monthly military salary is less than his or her District salary in order to receive the salary differential payment.

6.7.3 Returning from military leave: Upon returning from military service to District service, an employee shall be entitled to all the rights and privileges accorded by State and Federal law. The District will create procedures and forms to allow a Member to obtain STRS credit during the period the Member is on active military duty, at the Member's election.

6.8 Terminal Illness Leave

A permanent employee, upon the exhaustion of all sick leave and extended illness leave, and who is otherwise ineligible for Catastrophic Leave, and who has written verification from two medical doctors that he/she is terminally ill, shall be entitled to enroll in the catastrophic leave program even if the Member had not previously enrolled in the catastrophic leave program and would otherwise be ineligible for the catastrophic leave program. Terminal Illness Leave shall

provide the employee full compensation for each month or part thereof that the employee survives for a period not to exceed twelve (12) calendar months, offset by any short term or long term disability payments received by the employee. The maximum sum paid the employee shall not exceed his/her normal compensation.

6.9 Personal Leave

6.9.1 Leave for Seeking or Holding Public Office or for Government Services:

A one (1) year or less leave of absence without pay may be granted by the Board to permanent Members for the purpose of being a candidate for political office or holding political office. Extension of this leave may be granted for a one (1) year period with an option to reapply for up to one (1) additional year of leave without pay for this purpose. The District will comply with applicable provisions of the California Education Code.

6.9.2 Overseas Teaching: Upon the recommendation of the District Superintendent, an unpaid leave may be granted of not more than one (1) school year for overseas teaching. Extension of this leave may be granted by the Board upon request, but such extension shall not exceed one (1) additional school year. The number of persons on overseas assignment shall be limited each year to not more than one percent (1%) of the total District certificated staff. A leave of absence for overseas teaching may be granted to employees who have taught at least one (1) year as a permanent employee of the District. An employee returning to the District after such a leave will be granted salary step increments for the time spent in an overseas teaching assignment at the District's discretion. Request for overseas teaching leave must be submitted by April 1 of the school year preceding the requested leave.

6.9.3 Peace Corps: Leaves of absence without pay of not more than two (2) years to volunteer in the U.S. Peace Corps may be granted by the Board to permanent employees. Extension of this leave may be granted

by the Board upon request, but such extension shall not exceed two (2) additional school years.

- 6.9.4 Scholarships and Fellowships: A leave may be granted by the Board to any permanent certificated employee for the purpose of accepting a fellowship or scholarship. An employee returning to the District after such leave may be granted a maximum of one (1) salary step increment for the time spent in the fellowship or scholarship program at the District's discretion. Requests for scholarship and fellowship leave should be submitted by April 1 prior to the year of requested leave. Extension of this leave may be granted by the Board upon request, but such extension shall not exceed one (1) additional school year.
- 6.9.5 Sabbatical Leave: An unpaid leave may be granted by the Board to any permanent certificated employee for the purpose of sabbatical leave. During sabbatical leave, the permanent certificated employee may purchase health benefits through the District. Extension of this unpaid leave may be granted by the Board upon request, but such extension shall not exceed one (1) additional school year.
- 6.9.6 Other Personal Leave: An unpaid leave may be granted by the Board to a probationary or permanent certificated employee for a compelling personal reason. During this personal leave, the permanent certificated employee may purchase health benefits through the District. Extension of this unpaid leave may be granted by the Board upon request, but such extension shall not exceed one (1) additional school year.
- 6.9.6.1 No financial burden will be placed upon the District for personal leaves. Scheduled increments, adjustments in salary, tenure, longevity and retirement credit are not allowed for such leaves, except when the leave is to work part-time for the District.
- 6.9.6.2 The conditions under which an employee may return from a leave for personal business shall be determined by the Board upon the recommendation of the District.

6.9.6.3 No employee, while on leave of absence for personal reasons, should accept regular employment in another school. As a condition of such leave the employee agrees that acceptance of employment in another school district without Board approval shall be deemed a resignation of employment from the District.

6.10 Medical Appointments Leave

Each Member at an Elementary School in the District may leave school for medical or dental appointments a maximum of three times in any school year for a period of no more than forty-five (45) minutes at the end of student contact time each day for medical or dental appointments that could not be scheduled after the end of the regular school day. Each Member will make his/her own arrangements to have his/her assignment covered. The site administrator must agree with the method by which the assignment is covered. Members will not be required to use any portion of their sick leave in these instances. Arrangements for this leave must be made as far in advance as possible with the site administrator's approval.

ARTICLE 7 - CLASS SIZE

7.1 The District and the Association agree that Members whose class sizes and/or caseloads exceed the limitations set forth in Paragraphs 7.1.2 and 7.1.2.2 will be entitled to overage payments as set forth in paragraph 7.5.1 and 7.5.2.

7.1.1 Definitions:

Grades 5-8 Core Setting (EC 44258.1): “The holder of a credential authorizing instruction in a self-contained classroom may teach in any grades 5-8, inclusive, in a middle school, provided that he or she teaches two or more subjects for two or more periods per day to the same group of pupils, and, in addition, may teach any of the subjects he or she already is teaching to a separate group of pupils at the same grade levels as those pupils he or she already is teaching for an addition period or periods, provided that the additional period or periods do not exceed one-half of the teacher’s total assignment.”

Grades 7-12 ELD is a content subject area. ELD is instruction appropriate for the level of language proficiency as identified for each EL student. The instruction is designed to promote the effective and efficient acquisition of listening, speaking, reading and writing skills of the ELD student. Service is restricted to the grade level of the document.”

7.1.2 Maximum number of students assigned:

	Maximum Total Assigned without overage payments	Maximum Class Sizes without overage payments
K-6 General Education Classes	30	30
K-6 combination classes	28	28
Academic Classes (7-12) or Core Setting	170	34
Alternative Programs (7-12)	160	32
7,8, & 9 Opportunity Classes	18	18
Performing Arts Classes	160	32

* N u	Maximum Total Assigned without overage payments	Maximum Class Sizes without overage payments
CTE Classes	160	32
Lab Science (9-12)	150	30
Physical Education	210	42
English Language Development (ELD 7-12)	120	24
Intensive Intervention	145	29
Special Education Maximum Assigned Case Load Without Overage Payments	Class Size	Caseload
Resource Specialist (RSP)	28	28
Special Day Class/Learning Handicapped (Mild/Moderate); Resource Specialist Plus; and Severe Disorder Language	15 Elementary 18 Secondary	15 Elementary 18 Secondary
Special Day Class/Severely Handicapped (Moderate/Sever	12	12
Emotionally Disturbed	12	12
Orthopedically Impaired/ Orthopedically Handicapped	12	12
Language Speech Hearing Specialist*		55

*Number of students receiving services at least once per week, as evidenced by member.

7.1.2.2 Maximum Class Sizes

7.1.2.2.1 An Elementary School Member will have the right to refuse to accept more than 32 students in the Member's class, unless all Members at the grade level at a school site refuse to accept more than 32 students, in which case the Principal will consult with the grade level Members (an Association representative may attend at the Association's option) as to where to place the additional students who would raise class size to over 32 students per class.

7.1.2.2.2 In Elementary Schools, there will be a hard cap of 34 students per class.

7.1.2.2.3 In Elementary School combo classes, there will be 28 students per class.

7.2 All Elementary School classes and Special Ed. Caseloads shall be balanced within fifteen (15) working days from the start of the school year. This date shall be defined as “the balancing date”.

7.3 The district shall provide the Association with member service provider caseloads on October 15, January 15 and March 15 for elementary sites and October 15 and March 15 for secondary sites.

7.4 One (1) week prior to each overage date, the District shall provide the Association President with a complete list of individual class sizes.

7.5 Payment for Overages for Elementary and Secondary Schools

7.5.1 Elementary School Payments

7.5.1.1 In Elementary Schools, payment for overages on overage dates shall be calculated as follows: for the thirty first (31), thirty second (32), thirty third (33), and thirty fourth (34), a payment of \$50 per student.

7.5.1.2 In Elementary School combination classes, payment for overages shall be calculated as follows: for the twenty ninth (29) and thirtieth (30) student, a payment of fifty dollars (\$50) per student.

7.5.1.3 Payments for overages in Elementary Schools will be made three (3) times a year. Overages will be assessed and payments made based on the amount of students appearing on a Member’s roll-sheet, verified by the District’s attendance data-base, on October 15, January 15, and March 15. Members shall receive payment for overages as follows: for the October 15 overages, by no later than December 10; for the January 15 overages, no later than March 10; and for the March 15

overages, no later than May 10. If any of the forgoing dates fall on a weekend or a holiday, the overages will be assessed based on the first work day prior to the overage payment date.

7.5.1.4 Payments for overages in Special Education Elementary Classes will be made according to the schedule in 7.5.1.3. The amount shall be assessed and payments based on the amount of students over caseload and class size in 7.1.2.

7.5.2 Secondary Education Payments (7-12)

7.5.2.1 In grades 7-12, payment for overages on overage dates shall be calculated as follows: If a Member has more students than the numbers stated in 7.1.2 above, the Member shall be entitled to payment of fifty dollars (\$50) for each student above the numbers listed under Maximum Total Assigned without Overage Payments or Maximum Class Sizes without Overage Payments, in 7.1.2, whichever is greater.

7.5.2.2 Payments for overages will be made two (2) times a year. Overages will be assessed, and payments made, based on the amount of students on a Member's roll-sheet verified by the District's attendance data-base on October 15 and March 15. For calculating class size overages, the Member will receive the higher amount between the maximum class size overage, or the maximum total assigned. Members shall receive payment for overages as follows: for the October 15 overages, by no later than December 10 and for the March 15 overages, no later than May 10. If any of the forgoing dates fall on a weekend or a holiday, the overages will be assessed based on the first work day prior to the overage payment date.

7.5.2.3 Any Secondary School Member who teaches more than the standard five (5) periods or split assignments (with different maximum class sizes) will not receive overages based on the maximum total assigned without overages, but will receive

overages based on the sizes of the Member's individual classes.

7.5.2.4 Payments for overages in Special Education Secondary Classes will be made according to the schedule in 7.5.2.2. The amount shall be assessed and payments made based on the amount of students over caseload and class size in 7.1.2.

7.6 Combination Classes

The District agrees to consult with the Association regarding the formation of any Elementary School classes that exceed more than 2 grade levels.

ARTICLE 8 – TRANSFERS

8.1 Definitions:

8.1.1 A “transfer” is defined as a change in a Member’s assignment from one work site to a different work site.

8.1.2 A “reassignment” is defined as a change in a Member’s teaching assignment from one department to a different department at the same work site, or within the same program or a change in a Member’s teaching assignment from one grade to a different grade at the same site, or from one subject area to a different subject area at the same site.

8.1.3 A “vacancy” is defined as an unfilled certificated employment position to which no Member is assigned.

8.1.4 A “voluntary transfer” is defined as a transfer initiated by the Member and approved by the District.

8.1.5 An “involuntary transfer” is defined as a transfer initiated by the District, based on the reasons set forth in Section 8.6.2.

8.1.6 An “administrative transfer with good cause” is a transfer initiated by the District on the grounds set forth in Article 24.

8.2 Annual Notification of Assignment for Next School Year:

A Member will be notified in writing within five (5) work days prior to the end of school or as soon as reasonably practicable of the Member’s specific assignment and, to the extent possible, major extra duty assignments for the coming school year. Should a scheduling or staffing change occur during the summer that necessitates a change in an employee’s announced assignment, he/she shall be notified in writing.

8.3 Listing of Members in Positions: The Association shall be provided by September 30 each year with a list of all Members and their positions for that school year.

8.4 Reassignment:

8.4.1 A Member may submit a written request for reassignment to the site administrator as vacancies at the site occur. The site administrator will determine if a reassignment is appropriate based on the needs of the District.

8.4.1.1 Any qualified Member at a site who applies for a vacancy at the site shall be considered for the vacancy.

8.4.1.2 When there is a vacancy at a site, the site administrator at that site may permit Members at that site to fill the vacancy prior to posting the vacant position in the District postings.

8.4.2 Assignments and reassignments will not be made in an arbitrary or capricious manner.

8.5 Postings:

8.5.1 Postings Prior to March 31:

The District will post on the District's website or other website used for recruitment, e.g. ed-join.org, beginning March 15 or as soon as reasonably practicable thereafter, notice of existing vacancies for the following school year, together with a deadline for applications. Prior to March 31, postings shall be open only to Members who are already employed by the District (including Members on leave who have given notice of their intent to return to work the following year). The District will continue to post vacant positions as it becomes aware of vacancies in the period from March 15 to March 31. The District and/or the site administrator will consider all internal applicants for vacancies during this period, but will not be required to select internal applicants for vacancies.

8.5.1.1 Any Member who is applying for a vacancy will be granted an interview for his/her top two (2) choices of vacant positions, to the extent reasonably feasible, so long as the Member possesses the certifications and qualifications and otherwise meets the requirements of the position. However, if more than one Member requests an interview for a given position, the most senior Member will be granted an interview, and the other applicants for that position may also be granted interviews for the vacancy at the discretion of the District.

8.5.1.2 Prior to March 31 as positions become vacant at a work site due to approved transfers, the newly vacant positions may first be assigned by the site administrator to Members currently working at the work site.

8.5.1.3 If a new school is scheduled to be opened, all vacancies at that new school will first be posted in-house prior to March 31 if reasonably practicable. If posted after March 31 all vacancies at a new school will be posted without preference.

8.5.2 Vacancy Postings On and After March 31:

The District will post on the District's website or other website used for recruitment, e.g. ed-join.org, beginning April 1, or as soon as reasonably practicable thereafter, notice of any remaining vacancies for the following school year, that have not been filled prior to March 31 together with a deadline for applications. Such postings may include new vacancies created by the transfers of Members who successfully filled vacancies in the posting rounds that commenced on or about April 1, except as filled by Members under 8.6.2. After April 15, in accordance with state and federal law, postings shall be open to Members who are already employed by the District, including Members returning from leave, and to applicants who are not currently employed by the District, without any priority given to any applicant. (See Section 8.7.2).

8.5.3 All postings will describe the qualifications, certifications, and other requirements necessary for the Member to meet the needs of the posted position.

8.5.4 The closing date for applications in response to postings shall be not less than five (5) work days following the date of each posting. No assignment to fill the vacant position will be made prior to the day after the closing date.

- 8.5.5 Copies of all postings, including job descriptions, certifications, qualifications, and other requirements for each posted position, will be made available to Members at the Human Resources Department.
- 8.5.6 The applicant who, in the judgment of the site administrator or program administrator, best meets the needs of the District in filling a vacant position will be given the position.
- 8.5.7 When a vacancy occurs after July 15, the District may fill the vacancy without going through posting procedures.

8.6 Transfers:

8.6.1 Voluntary Transfers

- 8.6.1.1 A Member may submit a written request for a voluntary transfer at any time. It is the Member's responsibility to monitor all postings.
- 8.6.1.2 A Member may not voluntarily transfer to a position for which the Member does not have the required credentials, certifications, or qualifications.
- 8.6.1.3 A Member may initiate a transfer by applying for a posted vacant position.
- 8.6.1.4 A Member who applies for a vacancy may request a written confirmation of the receipt of his/her application, which shall be provided by the District as soon as practicable.
- 8.6.1.5 A Member's request for a voluntary transfer shall be kept confidential, until the date all requests for transfer are reviewed.
- 8.6.1.6 Voluntary transfer requests shall be approved or disapproved based on the needs of the District, but a voluntary transfer request shall not be denied arbitrarily or capriciously. A Member who is on an improvement plan or who has a current unsatisfactory evaluation in one or more categories will only be allowed to transfer if the Member agrees that the improvement plan will follow the Member to the new site.

8.6.1.7 Employees returning from leave shall be afforded the opportunity to apply for posted vacant positions, in accordance with the terms of this Article.

8.6.2 Involuntary Transfers:

An involuntary transfer may be initiated by the District for any of the following reasons, including, but not limited to, a decrease in the number of students at a site, department or program, the elimination or reduction of programs, the opening or closing of schools, layoffs, a decrease in funding in a program, department, or subject matter, or a change or increase in qualifications necessary at a site or in a program (e.g., the worksite requires a certain qualification, such as CLAD certificate). Members without a CLAD may be involuntarily transferred if compliance with state or federal law requires the Member to have a CLAD at a site where they are assigned and they do not.

8.6.2.1 Any involuntary transfer will not be made in an arbitrary and capricious manner.

8.6.2.2 If an involuntary transfer becomes necessary, the site administrator or the District will first request volunteers to meet the need(s) for involuntary transfer(s). Thereafter, the needs will be satisfied in the following order: 1) temporary teachers will be first transferred; 2) first year probationary teachers will be next; and 3) second year probationary teachers will be last. Seniority dates will break any ties when applying the foregoing categories to satisfy the need for an involuntary transfer. If, after initiating an involuntary transfer based on the foregoing categories, additional Members need to be involuntarily transferred, selection will be based on the seniority of the Members.

8.6.2.3 Any Member who is being involuntarily transferred will list his/her preferences from the list of the available vacant positions. Every effort will be made for said member to be placed in one of his/her top three preferences, so long as the possess the

certifications and qualifications, and otherwise meets the requirements of the position. All involuntarily transferred Members will be placed by the District in vacant positions prior to opening positions to voluntary transfer and outside candidates.

- 8.6.2.4 A Member who is involuntarily transferred will be given priority consideration for an interview for a transfer to a vacant position that is in the same subject matter area and department as the Member was assigned to at the Member's previous site.
- 8.6.2.5 The District will give priority consideration for an interview for vacancies to internal applicants who are involuntarily transferred as a result of school closures, based on appropriate credentials and experience.
- 8.6.2.6 A Member who is involuntarily transferred following the start of the school year will be permitted, upon reasonable request, one to three days of preparation time for the transfer to the new site, with the consent of the ASHR or designee. The number of days granted will depend upon the difficulty of preparation for the new assignment.
- 8.6.2.7 Upon request, an involuntarily transferred Member will be given written notice of the reason or reasons for the involuntary transfer by the Associate Superintendent Human Resources or designee. The Associate Superintendent Human Resources or his/her designee will notify the Member of the involuntary transfer by May 1 or as soon as reasonably practicable after the needs of the District have been ascertained. If the employee objects, the employee may request a meeting with the Associate Superintendent Human Resources. The employee may at his/her option, have an Association representative present at the meeting.

8.6.2.8 If a particular school is to be closed, then Members at that school shall be treated as involuntary transfers, and shall be accorded the transfer rights given to involuntary transfers to the extent reasonably practicable.

8.6.2.9 The District will provide boxes as needed to move District-owned property to the Member's new site. The District will, to the extent feasible, move District-owned property to the Member's new site. Personal items intermixed with District-owned property shall be moved by the District at the Member's own risk.

8.7 Legal Prohibitions on Transfers.

8.7.1 Notwithstanding any other provisions of this Article, a Member may not voluntarily transfer to a school offering Elementary and Secondary School Classes that is ranked in deciles 1 to 3 on the Academic Performance Index if the Principal/site administrator of the school refuses to accept the transfer. The District will not require or instruct any Principal to accept such a transfer. (See Education Code section 35036)

8.7.2 Nothing in this Agreement will assign, after April 15 of the school year prior to the school year in which the transfer would become effective, priority to a teacher who requests to be transferred to another school over other qualified internal or external applicants who have applied for positions requiring certification qualifications at the school. (See Education Code section 35036)

8.7.3 Nothing in this Transfer article will be construed in a manner that is contrary to state or federal legal requirements and limitations on transfers, including but not limited to the California Education Code, the California Code of Regulations, and the federal No Child Left Behind Act.

ARTICLE 9 - EXTRA DUTY ASSIGNMENTS

9.1 Department Chair: The Department Chair provisions contained herein are made applicable to sites with grades 7-12 students (Charter programs excluded) within the District. Departments are defined as having at least seven periods in a subject area.

9.1.1 Department Chair Selection:

9.1.1.1 A Department Chair must:

1. Be a full-time employee.
2. Teach a minimum of three periods within the department at the school site.
3. Must be a member with at least two (2) years of teaching experience in the subject matter area, unless no such member applies for the position.
4. Have a major, minor, vocational credential or meet NCLB compliance in at least one of the subject areas in the department.
5. Work at the school site.

9.1.1.2 Criteria for selection of Department Chair shall include but not be limited to the following:

1. At least satisfactory performance as a classroom teacher based on past and present evaluations.
2. Demonstrated leadership qualities.
3. Knowledge of curriculum and assessment and analysis of data to modify and enhance instruction.
4. Possess organizational skills (budget; conduct meetings; maintain inventory, records and reports).
5. Ability to work collaboratively with district office support staff.

9.1.1.3 A Principal shall notify Members at the school site of any vacancy in a Department Chair position for the upcoming school year by March 15. Any certificated staff member who is

qualified to serve as a Department Chair may submit his/her name to the Principal by April 1.

9.1.1.4 By April 15, the Principal will select the Department Chair from the names that have been submitted after seeking input from the department staff and after determining that the applicant to be selected meets the qualifications set forth in this Article.

9.1.1.5 Department Chair duties shall begin in the fall of the following school year. The Department Chair must attend District subject area meetings and carry out duties as instructed by the site administrator.

9.1.1.6 A single term shall be for a period of two (2) years. A member can reapply and serve additional terms.

9.1.1.7 Termination of the Department Chair shall occur by:

1. Decision of the principal, or
2. Resignation or
3. Transfer/reassignment of department chair.

9.1.1.8 In the event of a vacancy during the school term, the Principal shall appoint a member to complete the school year.

9.2 Site Athletics Director and Activities Director: The provisions contained herein are made applicable to sites within the District.

9.2.1 Members shall have the opportunity to apply for Site Athletics Director or Activities Director.

9.2.2 A Principal shall notify Members at the school site yearly of an open Athletics Director or Activities Director position by March 15. Any certificated staff member who is qualified to serve as Athletics Director or Activities Director may submit his/her name to the Principal by April 1.

9.2.3 By April 15, the Principal will select the Athletics Director and Activities Director.

9.2.4 The Athletic Directors and Activities Director must:

1. Be a full time employee, and
2. Work at the school site.

3. Be willing to attend meetings that are scheduled by District.

9.2.5 Termination of the Athletics Director or Activities Director shall occur by:

1. Decision of the Principal, or
2. Resignation, or
3. Transfer/reassignment of Athletics Director or Activities Director.

9.2.6 A single term shall be for a period of one (1) year. A Member can reapply and serve additional terms.

9.3 Assistant to the Principal

9.3.1 A staff member will be selected to be an Assistant to the Principal (“Assistant”) for Elementary School sites.

9.3.1.1 Prior to the selection, a job description will be developed for the position and made available to all staff members.

9.3.1.2. Any permanent certificated staff member interested in the position will submit his/her name to the Principal.

9.3.1.3. The Principal will select from those names submitted. The Principal will give major consideration to applicants who are pursuing or possess a valid administrative credential.

9.3.2 Assistant to the Principal shall only exist at schools that do not have Vice Principals.

9.3.3 Responsibilities

9.3.3.1. Duties of the Assistant to the Principal will be selected from the following responsibilities:

- a. Act as Principal designee.
- b. Assist with attendance problems.
- c. Act as backup to the Principal and assist with School Site Council activities.
- d. Assist with attendance accounting.
- e. Provide in-service and coordination of teachers’ meetings.
- f. Develop behavior management programs.
- g. Organize and manage school incentive programs.
- h. Assist with newsletters to parents.

- i. Inventory and order supplies and textbooks.
- j. Organize and manage special projects at the school.
- k. Assist with preschool activities.
- l. Manage and organize testing and survey materials.
- m. Develop schedules and time lines.
- n. Perform other responsibilities reasonably related to the position.

9.3.3.2 Prior to an applicant's accepting the position, the Principal will meet with him/her to delineate the particular duties and time required of the position at the individual school site. Any subsequent changes in duties and hours will be mutually agreed upon by the Principal and the Assistant to the Principal. A copy of the duties will be given to the Assistant.

9.3.3.3 The Assistant may be expected to work up to sixty (60) hours in a school year beyond the teacher workday.

9.3.3.4 Should the Principal be absent from the school site a half day or more, the Assistant may be released from classroom responsibilities and a substitute provided.

9.3.4 Stipend

9.3.4.1 A stipend of \$1800 will be paid to the Assistant to the Principal in two payments.

9.3.4.2 A school may have two Assistants to the Principal and one stipend shall be split between them.

9.3.5 Evaluation and Training

9.3.5.1 The Assistant to the Principal evaluation as a teacher will not be based upon performance in the position of Assistant to the Principal.

9.3.5.2 The District will, in a timely manner, develop a training program for assistants. The time required for such training may be release time.

9.4 Department Chair, Head Counselor & Assistant to the Principal:

9.4.1 The following stipends shall be paid in two payments.

Secondary Schools:	Per Year
7 to14 periods	\$1,000
15 to 39 periods	\$2,000
40 to 54 periods	\$2,500
55+ periods	\$3,000
K-6, K-8 Charter and 7-8 Charter program:	
Assistant to the Principal	\$1,800
Westside Charter Teachers	\$1500
Community Day School at Vineland Teachers	\$2400
Special Education Secondary:	
7 to14 periods	\$4,000
15 to 25 periods	\$5,000
26 to 39 periods	\$5,500
40 to 54 periods	\$6,000
55+ periods	\$6,500
Head Counselors	
Head Counselor 5-8, 6-8, 7-8 (up to 499 students @ school)	\$500
Head Counselor 5-8, 6-8, 7-8 (500 + students @ school)	\$1,000
High School grades 9-12 Head Counselor (3 or more counselors)	\$3,000
High School grades 9-12 Head Counselor (2 counselors)	\$2,000

9.5 School Activity Stipends

9.5.1 The following stipends shall be paid in two payments.

Categories	Secondary Grades (7-12) Amount/Year	Elementary Grades (K-6) Amount/Year
Category 1		
High School Athletic Director (9-12) (2 prep periods allotted for duties)	\$4,999	NA
High School Athletic Director (increase for summer duties)	\$ 500	NA
High School Activity Director (9-12)	\$3,999	NA

Categories	Secondary Grades (7-12)	Elementary Grades (K-6)
Category 2		
High School AVID Coordinator (9-12)	\$1,538	NA
Debate Coach	\$1,538	NA
Agriculture Teachers (2) (for summer duties)	\$5,000	NA
Drama Coach	\$1,538	NA
Activity Director (7-8)	\$1,538	\$1,538
Athletic Coach (7-8)	\$1,538	NA
Career Technical Student Organization (CTSO) (2 per secondary site)	\$1,538	NA
JROTC Officer	\$1,538	NA
JROTC Color Guard	\$1,538	NA
JROTC Drill Team Unit	\$1,538	NA
Jazz Band (minimum 6 events)	\$1,538	NA
Jazz Choir (minimum 6 events)	\$1,538	NA
Pep Band (minimum 6 events)	\$1,538	NA
Band Director	\$1,538	NA
High School Newspaper (9-12)	\$1,538	NA
High School Yearbook (9-12)	\$1,538	NA
Workability / Transition Specialist	\$1,538	NA
Youth Development Leadership Advisor	\$1,538	NA
Tech Ex (minimum 50 Hours)	\$1,538	\$1,538
Category 3		
Academic Decathlon	\$1,015	NA
AVID Coordinator (7-8)	\$1,015	NA
Choir Director (minimum 3 events)	\$1,015	NA
Concert Band (minimum 3 events)	\$1,015	NA
Show Choir (minimum 3 events)	\$1,015	NA
Dance Team	\$1,015	NA
District Music Festival	\$1,015	NA
Visual Arts –VAPA (minimum 3 events)	\$1,015	NA
Renaissance	\$1,015	NA
GATE Specialist	\$1,015	\$1,015
Site Web Master	\$1,015	\$1,015
Yearbook	\$1,015	\$1,015
Tech Ex (minimum 34 Hours)	\$1,015	\$1,015
Category 4		
Class Advisor (9-12)	\$677	

School Activity Flex Stipends (1 of Each)		
Category 2	\$1,538	\$1,538
Category 3	\$1,015	\$1,015

9.6 High School Head Coaching Stipends (CIF and NCA sanctioned)

Categories	Sport	Amount per year Varsity	Amount per year JV	Amount per year Frosh
Category 1	Football	\$3,999	\$3,384	\$2,707
boys & girls	Basketball	\$3,999	\$3,384	\$2,707
	Cheerleading	\$3,999	\$3,384	\$2,707
Category 2	Wrestling	\$3,384	\$2,707	-
boys & girls	Track & Field	\$3,384	\$2,707	-
	Baseball	\$3,384	\$2,707	-
	Softball	\$3,384	\$2,707	-
	Volleyball	\$3,384	\$2,707	\$2,369
boys & girls	Soccer	\$3,384	\$2,707	-
Category 3				
boys & girls	Swimming	\$2,845	-	-
boys & girls	Golf	\$2,845	-	-
boys & girls	Tennis	\$2,845	-	-
boys & girls	Cross Country	\$2,845	-	-
boys & girls	Water Polo	\$2,845	-	-

9.7 High School Assistant Coaching Stipends

Categories	Sport	Amount per year Varsity	Amount per year JV	Amount per year Frosh
Category 1	Football Asst. 1*	\$2,369	\$2,030	\$1,692
	Football Asst. 2*	\$2,030	\$1,692	\$1,015
boys & girls	Basketball	\$2,369	\$2,030	-
	Cheerleading	\$2,369	-	-
Category 2	Wrestling	\$2,030	\$1,692	-
boys & girls	Track & Field	\$2,030	-	-
	Baseball	\$2,030	\$1,692	-
	Softball	\$2,030	\$1,692	-
	Volleyball	\$2,030	\$1,692	-
boys & girls	Soccer	\$2,030	-	-
Category 3				
boys & girls	Swimming	\$1,692	-	-
boys & girls	Golf	\$1,692	-	-

Categories	Sport	Amount per year Varsity	Amount per year JV	Amount per year Frosh
boys & girls	Tennis	\$1,692		
boys & girls	Cross Country	\$1,692	-	-
boys & girls	Water Polo	\$1,692	-	-

Boys Flex Stipends (1 of each)	
Varsity Assistant	\$2,369
Varsity Assistant	\$1,692
Varsity Assistant	\$1,354
Varsity Assistant	\$1,015
Girls Flex Stipends (1 of each)	
Varsity Assistant	\$2,369
Varsity Assistant	\$1,692
Varsity Assistant	\$1,354
Varsity Assistant	\$1,015

*There will be two stipends for each Football Assistant 1 Varsity and Football Assistant 2 Varsity

ARTICLE 10 - EVALUATION

10.1 Philosophy:

- 10.1.1 The primary purpose of evaluation is to continually improve instruction and/or performance of members and thereby improve the quality of education for children, youth, and adults, as well as compliance with the Education Code.
- 10.1.2 The evaluation will recognize and document meets performances as well as does not meet performances. The evaluator and the Member will respect the dignity of each other during the evaluation process.

10.2 Definitions:

- 10.2.1 Evaluator: Principal, vice principal or administrative designee of the Superintendent (a member of the management team who possesses an administrative credential).
- 10.2.2 Member: Certificated non-management member represented by the Association.
- 10.2.3 Formal Observation: An announced supervisory activity for the purpose of improvement of instruction and/or performance, consisting of a direct, in-classroom, formal witnessing of a Member's classroom activity by the Evaluator of no less than thirty minutes duration.
- 10.2.4 Evaluation: The process of reviewing a Member's skills, activities, and conduct through Formal Observations, Visitations, and supervisory activities, and using information obtained by the Evaluator to assist in the improvement of Member performance and to assess Member competence in accordance with the criteria set forth in this Article and in the evaluation instrument.
- 10.2.5 Visitation: A visit to a Member's classroom or worksite by an Evaluator. The District may perform visitations that are unscheduled and conducted with or without notice.
- 10.2.6 Pre-Conference: A meeting of the Member and Evaluator for the purpose of scheduling a Formal Observation and discussing lesson objectives,

activities, the tool used for the Formal Observation, and any other pertinent information.

10.2.7 Post-Conference: A meeting of the Member and the evaluator for the purpose of providing feedback of the formal evaluation.

10.2.8 Does Not Meet Evaluation: An evaluation in which a Member receives a does not meet rating in two (2) of the six (6) California Standards for the Teaching Profession (“CSTP”) as identified in Section 10.6.

10.3 Steps in the Evaluation Process:

10.3.1 Goal Setting:

All Members shall be informed that they are on the evaluation cycle for that school year by November 1, or within six (6) weeks of a reassignment that occurs within the school year. In addition, the Evaluator may evaluate a Member who is not on the evaluation cycle, but will notify in writing (email is acceptable) the Member of the intent to evaluate by November 1, or within six (6) weeks of a reassignment that occurs within the school year. However, if a Member receives an Improvement Plan after November 1, then the Evaluator may notify the Member and commence the evaluation process for that school year.

10.3.1.1 No later than November 1, the evaluator and unit member will meet to discuss the unit member’s professional improvement goal(s) for the current school year. The goal(s) are self-selected by the unit member.

10.3.2 Formal Observations:

10.3.2.1 Number of Formal Observations: Members with temporary or probationary status will be evaluated annually with two formal observations. One observation will be completed by December 1 and the second will be completed by January 30. Members with permanent status who are being evaluated will have at least one but not more than two Formal Observations, unless the Member is on an Improvement Plan. The Member and the

Evaluator may mutually agree to additional Formal Observations.

10.3.2.1.1 Any Member who is being evaluated shall be entitled to an additional Formal Observation upon request.

10.3.2.2 Formal Observations: For Formal Observations of Members to be evaluated based on the current year evaluation cycle, the evaluating administrator and the Member shall have a pre-conference to agree on a date and time for the Formal Observation. If no agreement can be reached, the Evaluator will identify the date and time for the Formal Observation. For subsequent Formal Observations, the Evaluator will identify the date and time for the Formal Observation. The Formal Observation will be conducted using the method of recording the observation determined by the Evaluator, in consultation with the Member. In case the Evaluator and the Member agree to videotape the observation, the Association will have the right to approve the use of videotaping.

10.3.2.3 An informal walkthrough form, notes or Formal Observation may be used for instructional improvement and/or evaluation purposes, and a copy must be offered to the Member within ten (10) days of the visitation or observation if they are to be used thereafter. Only documentation that was created within the last five years, and that was provided to the Member, may be used as a basis for an Evaluation.

10.3.2.4 A post-observation conference shall be held within ten (10) work days of a Formal Observation. Copies of all written documentation that results from a Formal Observation shall be provided to the Member at the post-conference if the documentation will be used in the evaluation process.

10.3.3 Information obtained through the evaluation process, as defined in 10.2.4, shall be used in the evaluation of a Member. The evaluation will be recorded on the designated form (Appendix 2).

10.3.3.1. No later than April 1, or within ten (10) days of a Formal Observation, whichever is sooner, the Member will receive notice from the Evaluator that the Evaluator considers the Member to be at risk of receiving a does not meet rating in any standard based on the Member's performance to that time.

10.3.3.2 A written Improvement Plan shall be provided when the Member receives a does not meet rating on two (2) or more CSTPs in an Evaluation. An Evaluator or Supervisor, in consultation with the Member, may provide a Member with an Improvement Plan in order to reduce the risk of a does not meet rating. If the Member is placed on an Improvement Plan, the Evaluator must provide assistance and additional resources to implement the improvement recommendations that may include but is not limited to training, visits to model classrooms and/or a mentor teacher. The Parties agree to meet and confer regarding a structured mentor support program.

10.4 Timelines:

10.4.1 Member is notified that he/she will be evaluated in the current year by November 1. Evaluations shall be provided to a Member by no later than May 1, unless the Evaluator and the Member agree to a later date in writing, or unless the Member is on an Improvement Plan. An evaluation conference shall be held when the Evaluator has completed the evaluation form and is ready to deliver the evaluation form to the Member, unless the Member is on leave of absence or otherwise unavailable. The Member shall have ten (10) working days from receipt

to attach a written response to an evaluation before it is placed in the Member's personnel file.

10.4.2 Evaluation forms for permanent Members shall be completed by May 1 unless the evaluator and the Member agree in writing to a later date which shall be no later than June 1.

10.4.3 Probationary and temporary Members shall be evaluated every year and the goal of the District shall be to complete the final evaluations by April 15.

10.4.4 A permanent Member with a satisfactory "Meets" evaluation shall be evaluated as follows:

10.4.4.1 Permanent Members with less than ten (10) years in the District shall be evaluated not less than once every other year. Any Member who transfers to a new site may be evaluated at the new site even if the Member is not on the evaluation cycle for that year.

10.4.4.2 Each Member with permanent status who has completed at least ten (10) years of service in the District (including service in the District's predecessor districts), and who is "highly qualified" under 20 U.S.C. Section 7801, and whose previous evaluation rated the Member as meets or exceeds standards in all evaluation categories, shall be evaluated at least once every five (5) years, if the Member and the Member's evaluator agree. The Member or the evaluator may withdraw consent to the five year evaluation cycle at any time, in which case the Member's evaluation cycle shall be at least once every other year.

10.4.4.2.1 Paragraph 10.4.4.2 was permitted by and created pursuant to California Education Code section 44664. If that provision is altered or removed from the Education Code, Paragraph 10.4.4.2 will be removed from this Agreement.

10.4.5 A permanent Member who receives a does not meet evaluation shall be evaluated at least once every year on all six (6) standards. Once the Member has received an overall “meets” evaluation the Member shall than be evaluated according to the provisions of this article, and no longer on an improvement plan.

November 1	Member is notified that he/she will be evaluated in current year. Member’s professional improvement goal(s) are selected and discussed with the Evaluator or Supervisor.
December 1	Formal observation #1 of 2 is completed for Members with Temporary or Probationary status.
January 30	Formal observation #2 of 2 is completed for Members with Temporary or Probationary status.
April 1	The Member will be notified if the Evaluator considers the Member to be at risk of receiving a “Does not Meet” rating in any standard.
April 15	Evaluation form is completed for Members with Temporary or Probationary status.
May 1	Evaluation form is completed for Permanent Members.
June 1	Improvement Plan submitted to HR.

10.5 Grievance:

10.5.1 Grievances of this article shall be limited to only the evaluation procedures and not the content of the evaluation or Formal Observations.

10.6 Criteria for the Observation and Evaluation of Members:

Members may be evaluated based on the six (6) standards which are taken from the most updated version of California Standards for the Teaching Profession (CSTP) (Appendix 2).

ARTICLE 11- DISCIPLINE PROCEDURE

- 11.1 This Article is entered into pursuant to Section 3543.2(b) of the California Government Code.
- 11.2 The District retains the sole right to discipline non-management certificated employees for just cause, provided that in the exercise of this right the District will not act wrongfully or unjustly or in violation of the terms of this Agreement. It is agreed by the Parties that this Article is specifically written to allow for unpaid suspensions of up to fifteen (15) non-management certificated employee work days. The term "discipline" specifically does not include negative or adverse evaluations, and the implementation of other Articles in this Agreement such as the denial of any leave.
- 11.3 The grievance process set forth in Article 16 (Grievances) of this Agreement shall be limited to only the procedures and not the content of the imposed discipline.
- 11.4 In imposing discipline on a non-management certificated employee, the District will not take into account any prior discipline that occurred more than three years prior to the current act causing discipline to be imposed.
- 11.5 A non-management certificated employee shall not have a written reprimand placed in the non-management certificated employee's personnel file without ten (10) working days prior written notice, an opportunity to review the proposed written reprimand, and an opportunity for a conference with the non-management certificated employee's immediate supervisor upon request of the non-management certificated employee or the Association, and any other rights afforded by Education Code Section 44031. In addition, in accordance with the concept of progressive discipline, a non-management certificated employee will first be given a verbal warning. Subsequent occurrence(s) to the verbal warning, a letter of warning will be given outlining the incident and suggestion for improvement. Subsequent occurrence(s) to a letter of warning will result in a letter of written reprimand, except in cases where the non-management certificated employee's misconduct is grave or serious. The non-management certificated employee will sign the reprimand to acknowledge receipt, and a copy may be placed in the non-management certificated employee's personnel file.

The non-management certificated employee shall have the right to have the non-management certificated employee's written response attached to the written reprimand and placed in the personnel file. Written reprimands cannot be grieved under Article 11 of this Agreement; the rights set forth herein are the exclusive methods for a non-management certificated employee to respond to a written reprimand.

11.6 In cases of grave or serious misconduct, an unpaid suspension may be imposed without a prior verbal warning or written reprimand. The grievance procedures set forth in Article 16 are not applicable to any suspension without pay. The procedures set forth in the Article for the appeal of a suspension without pay shall be the sole procedures for a non-management certificated employee or the Association to appeal any suspension without pay.

11.6.1 For the purposes of this Article, "serious misconduct" is defined as conduct which is so serious that progressive discipline would be inappropriate under the circumstances.

11.6.2 For the purposes of this Article, "grave misconduct" is defined as misconduct by a non-management certificated employee that relates to or affects the safety of a student, staff member, or other person, or which exposes the District to potential litigation.

11.7 A non-management certificated employee shall not be suspended without pay without prior written notice and an opportunity for a conference with the ASHR or designee upon request of the non-management certificated employee or the Association. Prior to imposing any unpaid suspension, the (ASHR) or designee shall give written notice to the non-management certificated employee. This written notice of proposed disciplinary action shall be served by personal delivery or certified mail on the non-management certificated employee. The District shall make a reasonable effort to personally serve a non-management certificated employee with a notice of unpaid suspension, and will also provide a copy of the notice to the Association. Service by certified mail shall be deemed complete three days after the date of mailing, regardless of whether the non-management

certificated employee accepts the certified mail. The contents of the written notice shall include at least the following:

- a. A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed suspension without pay is based, the causes and/or reasons for the proposed suspension, the proposed length of the suspension, and its effective date(s).
- b. A copy of any applicable statutory authority, Board policies, regulation(s), or other criteria which are claimed to be violated.
- c. A statement that the non-management certificated employee may appear personally before the ASHR or designee to respond, either orally or in writing, to the matters raised in the written notice. including the submission of affidavits or declarations; and a statement that the non-management certificated employee must provide a written request to appear before the ASHR or designee, within ten (10) calendar days of the date the written notice of unpaid suspension is served if the non-management certificated employee chooses to respond to the causes and reasons for the proposed action. If the notice of unpaid suspension is served on the non-management certificated employee only by mail, the ten (10) calendar days period to request a response referred to above will be extended to thirteen (13) calendar days.
- d. A statement that the non-management certificated employee, upon written request, is entitled to an appeal hearing before a hearing officer to appeal the decision of the ASHR or designee, if the non-management certificated employee requests such an appeal hearing within ten (10) calendar days after the date the ASHR or designee renders a written decision.
- e. If the notice of unpaid suspension is for grave misconduct, the notice will include a statement that advises the non-management certificated employee that the suspension shall commence ten (10) calendar days following the date the written notice of unpaid

suspension is served. The unpaid suspension for grave misconduct will commence thirteen (13) days after service of the notice if service is only by mail.

- 11.8 In cases of serious or grave misconduct, a suspension without pay and loss of compensation shall commence ten (10) calendar days after the date of the service of the notice, unless the District in its discretion orders the unpaid suspension to commence at a date later than ten (10) days after service of the notice if notice was served personally or thirteen (13) days after service of the notice if service is only by mail. If the non-management certificated employee requests a hearing to appeal the unpaid suspension for grave misconduct, and the appeal is successful, the non-management certificated employee will receive back pay.
- 11.9 The Parties agree that any written request by the non-management certificated employee or Association to appear personally before the ASHR or designee on an unpaid suspension will be heard within thirty (30) calendar days of the date of service of the written request to respond to the notice of unpaid suspension, unless both Parties agree to extend the period.
- 11.9.1 In the case of unpaid suspensions for serious or grave misconduct, the unpaid suspension will commence prior to the hearing, as set forth in Paragraph 11.8 above.
- 11.9.2 In the case of notice of unpaid suspensions for serious or grave misconduct or unpaid suspensions which the District seeks to impose after a verbal warning and written reprimand, the unpaid suspension will not commence until the response to the notice of suspension is heard by the ASHR or designee and after the ASHR or designee renders a written decision; unless the non-management certificated employee or the Association causes a delay in the non-management certificated employee's response to the notice of unpaid suspension. If the non-management certificated employee or Association causes a delay so that the conference before the ASHR or designee cannot be completed within thirty (30) days after the date of service of the written request to respond

to the notice of the unpaid suspension, the unpaid suspension will commence thirty-one (31) days after the date on which the written request to respond to the notice of unpaid suspension is served. The ASHR or designee's written decision shall include a statement that the non-management certificated employee is entitled to request to appear before a hearing officer for an appeal hearing to appeal the decision of the ASHR or designee.

11.10 The non-management certificated employee shall receive an appeal hearing on a proposed unpaid suspension only if a written demand for such an appeal hearing is delivered in person (not by mail) to the ASHR (or designee) within ten (10) calendar days of the service of the ASHR or designee's decision to move forward on the unpaid suspension if notice of the decision is personally served on the non-management certificated employee, or thirteen (13) calendar days if served on the non-management certificated employee only by mail. The written demand for an appeal hearing may be delivered by a representative of the Association. In the absence of a timely demand by the non-management certificated employee or the Association for an appeal hearing, the notice of unpaid suspension shall become final immediately upon expiration of the time for filing a request for such an appeal hearing.

11.11 At the appeal hearing on the unpaid suspension, the non-management certificated employee shall have the right to appear in person on his/her own behalf, or at the non-management certificated employee's option, to appear and be represented by the Association. The non-management certificated employee and the District shall have the right to present evidence at the appeal hearing regarding the unpaid suspension. Appeal hearings will be recorded at the request of either party. The cost of the appeal hearing officer and of recording the appeal hearing shall be borne equally by the parties.

11.11.1 Appeal Hearing Officers

A finalized list of seven (7) potential appeal hearing officers shall be reviewed annually by July 1. The initial list of appeal hearing officers shall be created by the submission of seven (7) names from the

Association and seven (7) names from the District. The list shall be derived through alternating strike by the other party; and the initial list shall be completed by July 1, 2012. A coin toss shall determine whether the Association or the District will strike first. In the alternative, the Parties may forego use of the list of seven (7) names and agree to have the appeal hearing heard by an assigned Administrative Law Judge from the Office of Administrative Hearings.

11.11.2 Selection of Appeal Hearing Date

The proposed length of the appeal hearing shall be determined by the Parties upon the selection of the appeal hearing officer so that all schedules may be coordinated expeditiously. An appeal hearing date shall be established upon finalizing the selection of the appeal hearing officer.

11.11.3 Service of Documents

The Parties may submit evidentiary matters confidentially to the appeal hearing officer unless otherwise agreed upon. Documents may be served via regular U.S. Postal Service mail, electronic mail, facsimile, or hand delivered and be deemed timely if postmarked or otherwise transmitted on or before the due date.

11.11.4 Appeal Hearing Rules

The Parties must submit their list of witnesses (if any) and a statement of what each witness will testify to, to each other at least twenty (20) business days prior to the appeal hearing date. Any witness must appear in person at the appeal hearing and no affidavits or written declarations are permissible.

- a. If a party wishes to object to the testimony of any witness, the objecting party must do so in writing within five (5) business days of service of the list of witnesses.
- b. The objecting party must list the basis of its objection.
- c. The proposing party will have an opportunity to respond within five (5) business days from service of the objection.

- d. The Parties will meet and confer on any objection to any witness testimony in an attempt to reach a resolution. If the Parties cannot agree to a resolution, then the appeal hearing officer shall determine whether the witness(es) at issue will be permitted to testify at the appeal hearing. The appeal hearing officer will make his/her determination at least three (3) business days before the appeal hearing.

All evidence to be presented at the appeal hearing shall be served on the appeal hearing officer at least three (3) business days prior to the date of the appeal hearing. Opening and/or closing statements may be presented in writing or waived. Any written pre or post appeal hearing briefs/statements shall be permissible.

11.11.5 Costs

Release Time: The District will pay for release time of the affected non-management certificated employee and up to three (3) witnesses per day limited to the length of testimony time required for each witness and only for those witnesses permitted to testify. Witnesses are permitted at the appeal hearing only for purposes of presenting testimony. Every witness must wait outside of the hearing room until his or her testimony is required. Costs associated with the appeal hearing officer and use of a stenographer shall be borne by the District and Association equally.

11.11.6 Miscellaneous

The Parties may agree to extend timelines. The appeal hearing shall be held confidential and shall not be open to the general public.

- 11.11.7 Based on the notice of unpaid suspension and the evidence presented at the appeal hearing, the appeal hearing officer will make a written decision on the unpaid suspension, and will provide a copy of the decision to the District, the non-management certificated employee, and the Association. The appeal hearing officer may uphold, reverse, or modify (any modification of the decision of the ASHR may not be an

increase in the number of days of unpaid suspension) the decision by the ASHR or designee on the proposed notice of unpaid suspension. The appeal hearing officer's decision will be rendered in writing within five (5) business days of the appeal hearing unless extenuating circumstances require a longer period of time to render the decision. The appeal hearing officer's decision will be binding on the non-management certificated employee, the Association, and the District. If the appeal hearing officer upholds all or part of the unpaid suspension, the unpaid suspension will commence immediately.

- 11.12 Except as disciplinary actions may be introduced as evidence in support of an action to dismiss a non-management certificated employee, this Article is not intended to modify Education Code provisions regarding the dismissal of non-management certificated employees.

ARTICLE 12 - MEMBER SAFETY

The District is committed to maximizing Member safety and believes safety is every Member's responsibility.

- 12.1 A Member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety, or well-being.
 - 12.1.1 A Member shall be responsible to report, in writing (except in emergencies), to his/her immediate supervisor, any unsafe, hazardous, unhealthy, or potentially dangerous working conditions. In the case of an emergency, the Member shall still report in writing the unsafe conditions as soon as possible. The District shall take reasonable steps to investigate and, where necessary, correct the hazard or unsafe condition. If necessary and available, an alternative workspace shall be provided until repairs are completed.
- 12.2 The District has confidence in the professional ethics and competence of its certificated Members. The District is committed to investigating complaints or charges, and to protect the legitimate interests of all parties involved.
 - 12.2.1 A Member may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
 - 12.2.2 Members shall not be required to intercede in altercations at school related public events under circumstances that would be likely to cause serious risk of bodily harm. However, Members are required to seek immediate assistance in such circumstances and notify administration or designee as soon as possible.
 - 12.2.3 The administrator or designee shall immediately report once knowledgeable to the local law enforcement agency incidents of physical assault on Members by students or non-students.
- 12.3 The District shall inform Members about students with any known history of

violence or other reportable history to the extent required in Education Code Section 49079.

- 12.3.1 All site administrators or designees shall notify a Member, upon receipt of cum folder or knowledge of, in writing (including by e-mail), that the site administrator or designee has information regarding any student with a known history of violence who will be enrolled in the Member's class. If the reportable history is not known at the time of enrollment, the site administrator shall advise the Member when it is learned. Members shall handle each situation in accordance with Education Code Section 49079. Members will retain as confidential any information provided under this provision, except to the extent required to assure the safety of other staff members. A "history of violence" shall include, but not be limited to, offenses required to be reported under Section 49079, including but not limited to any pupil who has been determined to have caused serious physical injury to another person; unlawfully possessed, sold or furnished any firearm, knife, explosive, or other dangerous object; committed or attempted to commit robbery or extortion; committed or attempted to commit assault or battery upon a school employee; or committed or attempted to commit a sexual assault or battery as defined in Education Code sections 48900 (except subdivision (h)), 48900.2, 48900.4, and 48900.7.
- 12.4 The District will make every effort to provide the space determined to be necessary to adequately and safely provide services to students.
- 12.5 The District shall strive towards every classroom having properly conditioned air, working telephone, Internet access and occupant load sign. Members working extra duty assignments where extra communication devices are needed to ensure student and Member safety will be provided such devices.

ARTICLE 13 - SALARY

- 13.1 Schedule/Classification: The salary schedule and salary classification requirements of all employees are set forth in this Article.
- 13.2 Salary Warrants: Salary warrants shall be issued and payroll deductions forwarded in accordance with pertinent Government Code Sections and Education Code Sections.
- 13.2.1 Each contracted employee shall choose one (1) of the following methods of payment:
- 13.2.1.1 Twelve (12) installments.
- 13.2.1.2 Eleven (11) installments, excluding July.
- 13.2.1.3 If the District makes an error on a salary warrant resulting in an underpayment, a second warrant to correct the deficiency will be issued within ten (10) working days of the report of such error.
- 13.3 Experience Credit:
- 13.3.1 Core Salary Schedule: A Member shall have a right to exchange one (1) year of contracted certificated experience in a public school district, or private school which requires possession of a teaching credential, for one step of advancement on the salary schedules, to a maximum of ten (10) steps but shall exclude Salary Schedules 3A, 3B, 3C, 3D (Early Childhood Education) and 4A, 4B, 4C and 4D (Adult Education). In addition to the foregoing, the Associate Superintendent of Human Resources, or his/her designee, may offer service credit at his/her discretion for alternative teaching experience up to ten (10) years, for service that has been established through a means acceptable to the District.
- 13.3.2 Additional Salary Schedules:
A Member shall have a right to exchange year-for-year service when moving between the additional salary schedules, but shall exclude salary schedules 3A, 3B, 3C, 3D (Early Childhood Education) and 4A, 4B, 4C and 4D (Adult Education).

- 13.4 Additional Units of Credit/Professional Growth: Only those units completed after the Bachelor's degree will be accepted as graduate credit for salary purposes. Credit may be granted for District-sponsored or District-approved courses which are completed outside the school day for which the Member is not compensated by the District. Credit for such courses will be given on the basis of fifteen (15) hours of course time being equivalent to one (1) semester unit of college credit. All courses must be reviewed in advance by the site administrator and pre-approved by the Associate Superintendent or his/her designee. Only units completed prior to September 1, with official transcripts submitted to the District and received by October 1, may be credited for that year's salary retroactive to July 1.
- 13.5 Longevity: Longevity payments will be added to the salaries of Members in columns D, E, F except for Adult Education and ECE Members as follows:
- 13.5.1 One thousand five hundred dollars (\$1,500) will be paid beginning the tenth (10th) year of service in the Twin Rivers Unified School District.
 - 13.5.2 Three thousand dollars (\$3,000) will be paid beginning with the fifteenth (15th) year of service in the Twin Rivers Unified School District.
 - 13.5.3 Four thousand five hundred dollars (\$4,500) will be paid beginning with the twentieth (20th) year of service in the Twin Rivers Unified School District.
 - 13.5.4 Six thousand five hundred dollars (\$6,500) will be paid beginning with the twenty-fifth (25th) year of service in the Twin Rivers Unified School District.
 - 13.5.5 For a Member to receive full credit for longevity the Member must serve at least sixty-five percent (65%) of the normal contracted work year for that classification. Members who serve the required minimum days and have a less than 1.0 FTE assignment will receive a pro-rated longevity payment. (e.g. If a Member has a BA plus 75 units with 20 years of service and is in Column E, Step 15 their basic

earnings would be \$74,303 plus \$4,500 (three longevity increments of \$1,500 each) for a total of \$78,803. If that same Member works a .6 FTE position, their annual salary would be 60% of the above total or \$47,281.80 (\$78,803 times 60%).

13.5.6 Longevity applies to years taught in the predecessor Districts.

13.6 Masters Stipend:

13.6.1 Each Member with a master's degree from an accredited college or university, whose accreditation is acceptable to the District, will receive an annual stipend of one thousand eight hundred dollars \$1,800. Members who attain a master's degree from such an accredited college or university shall be eligible to receive this stipend as follows: Only master's degrees completed prior to September 1, with official transcripts submitted to the District and received by October 1, may be credited for that year's stipend. Members with a master's degree hired after the start of the school year will be paid a pro-rated amount.

13.6.2 Each Member with a Doctoral Degree from an accredited college or university, whose accreditation is acceptable to the District, will receive an annual stipend of one thousand eight hundred dollars \$1,800. Members who attain a Doctoral degree from such accredited college or university shall be eligible to receive this stipend as follows: Only Doctoral degrees completed prior to September 1, with official transcripts submitted to the District and received by October 1, may be credited for that year's stipend. Members with a Doctoral degree hired after the start of the school year will be paid a pro-rated amount.

13.6.3 Each Member with a National Board Certification will receive an additional annual stipend of one thousand eight hundred dollars \$1,800. These Members include: Teachers, Psychologists, Speech Therapists, and Counselors. Members who attain a National Board Certification from such an accredited college or university shall be

eligible to receive this stipend as follows: Only National Board Certifications completed prior to September 1, with written verification received by October 1, may be credited for that year's stipend. Members with a National Board Certification hired after the start of the school year will be paid a pro-rated amount.

13.7 Compensation Calculations:

For the duration of this agreement the following shall apply:

13.7.1 Members who work in positions not requiring a B.A. Degree but the position requires a Credential (Career Technical Education, etc.) will be treated as if they are in Column D for purposes of receiving longevity increments.

13.7.2 Members who do not meet the subject matter competence requirements will be placed in Column A on the salary schedule and cannot be moved into a higher Column on the salary schedule.

13.8 Other Hourly Rates:

13.8.1 Members will be compensated for additional direct student instructional duties outside of the normal work day at the rate of forty dollars (\$40) per hour.

13.8.2 Members will be compensated for home and hospital instruction at the rate of forty dollars (\$40) per hour.

ARTICLE 14 – EMPLOYEE BENEFITS

14.1 Health, Dental, Vision, Life Insurance, and Employee Assistance Program: All eligible Members may participate in District offered health, dental, vision and life insurance plans. An Employee Assistance Program (“EAP”) plan of the District’s choosing shall be made available to certificated employees. Participation in employee benefit plans shall not require Association membership. The health benefits providers will determine which Members are eligible to participate in the group plan. As of January 1, 2016, each certificated member working 90% or greater of a full time employee will be required to enroll as a subscriber in a medical plan unless the member is waiving coverage as of December 1, 2015. If a 90% or greater certificated member who is grandfathered later elects to enroll in a medical plan, they will not be able to return to waived status. To be grandfathered, a certificated member will be required to show proof of other medical coverage. The health benefits provider will determine the eligibility for participation of persons in legally recognized relationships, and the rates for the participation by two (2) certificated employees who are spouses or registered domestic partners.

14.1.1.1 District Contribution: The District agrees to provide each member who is a full-time employee of the District, fully paid life insurance with a face value of fifty thousand dollars (\$50,000), a fully paid EAP of the District’s choosing and a maximum annual contribution to be applied towards medical, dental, and/or vision as follows:

14.1.1.2 The District monthly employer paid benefit amount is:

- a. For Members selecting “employee only” medical coverage the District contribution cap is five thousand five hundred fifty-three dollars (\$5,553.00) annually.
- b. For Members selecting “employee plus one” medical coverage whether the “plus one” is a spouse or a dependent, the District contribution cap is ten thousand three hundred ninety five dollars (\$10,395.00) annually.
- c. For Members selecting “family” medical coverage the District contribution cap is thirteen thousand sixty five dollars (\$13,065.00)

annually.

- d. For members selecting dental and/or vision with no medical coverage, the District contribution cap is five thousand five hundred dollars (\$5,505.00) annually to use towards dental and/or vision coverage. There will be no cash out paid by the District for any difference in the District contribution versus the premium costs.
- e. Eligible Members who serve for part of the school year shall receive a pro-rated District contribution.
- f. If an eligible bargaining unit member works less than 90% and whose spouse or registered domestic partner is also less than 90% employee of Twin Rivers Unified School District and is eligible for health benefits shall receive a coordinated District contribution. When the bargaining unit member elects health coverage, the coordinated District contribution will be the prorated total of the bargaining unit member's "employee plus one" medical coverage and the spouse or registered domestic partner's "employee only" medical coverage from their bargaining unit's District contribution. The spouse or registered domestic partner shall take no health benefits and receive no remuneration in the form of a District contribution or "in lieu" payment. The bargaining unit member shall elect "employee plus one" or "family" medical coverage and receive the total District coordinated contribution as outlined above, to put towards the cost of the District medical, vision and dental insurance. No additional funds will be provided to either employee.
- g. If an eligible Bargaining unit member works less than 90% and whose spouse or registered domestic partner is also less than 90% employee of Twin Rivers Unified School District, is eligible for health benefits and who received a "family" plus an "employee only" coordinated District contribution in school year 2012-13, shall continue to receive the amount of the District contribution received during that year. For these bargaining unit members only, for as

long as the bargaining unit member continues to elect “family” health coverage in 2013-14 and beyond, the coordinated District contribution will be the total of the bargaining unit member’s “family” medical coverage and the spouse or registered domestic partner’s “employee only” medical coverage from their bargaining unit’s District contribution as outlined above, to put towards the cost of the District medical, vision and dental insurance. The spouse or registered domestic partner shall take no health benefits and receive no remuneration in the form of a District contribution or “in lieu” payment. No additional funds will be provided to either employee.

- 14.1.1.3 All Members, who as of April 30, 2014, opt out of District health benefit coverage, including dental and vision, shall receive one hundred dollars (\$100.00) per month pro-rated over twelve (12) months for full-time employees provided they show proof of other health insurance coverage. All new employees hired after May 1, 2014 will not be eligible for cash in lieu if they enroll in benefits as of May 1, 2014 or a later date, or currently have waived Medical Coverage or are currently not eligible for Benefits.
- 14.1.1.4 Less than full-time employees shall receive pro-rated amounts based on the following:
 - a. An Elementary School Member whose assigned work day is less than fifty percent (50%) of the regular Member work day is not eligible for benefits and will not receive a District contribution for health benefits.
 - b. An Elementary School Member whose assigned work day is fifty percent (50%) and over the regular Member work day is eligible for benefits and will receive a pro-rated District contribution.
 - c. A Member who works more than eighty percent (80%) of a regular Member workday shall receive one hundred percent (100%) of the District contribution.

- d. A Secondary School work day for the purpose of benefits is defined as six (6) periods, consisting of five (5) instructional periods and one (1) period of preparation time.
- e. A Secondary School Member whose assigned work day is fifty percent (50%) or over (three (3) or more teaching periods), is eligible for benefits on a pro-rated basis as follows:
 - 3 periods = 60% District contribution
 - 4 periods plus 4/5 preparation time = 80% District contribution
 - 5 periods plus one period preparation time = 100% District contribution

The periods referred to above are regular teaching periods; they do not include block teaching periods.
- f. A Secondary School Member whose assigned work day is less than a fifty percent (50%) day (less than three (3) teaching periods) is not eligible to receive benefits and will not receive any District contribution.
- g. Members on schedules 2, 5, 6 and 7, who work under a flexible schedule whose work day is a minimum 0.5 FTE are eligible for benefits and will receive District contribution on a pro-rated basis.
- h. Members on schedules 2, 5, 6 and 7, who work under a flexible schedule whose work day is less than 0.5 FTE are not eligible for benefits and there will be no District contribution.

- 14.1.2 The District shall offer Members a Section 125 plan (Flexible Spending Account) that is in compliance with the Internal Revenue Code.
- 14.1.3 Members on paid leave will receive a District benefits contribution on the same basis as Members who are in a regular employment status.
- 14.1.4 Members on approved unpaid leaves may elect to continue health, dental, vision and life insurance as allowed by the provisions of the plans in force in the District. Such Members shall pay the premium for continued coverage on a month-to-month basis.
- 14.1.5 Duration of Benefits:

14.1.5.1 Should an employee's employment terminate (excluding retirement), the employee will be afforded rights to retain coverage under COBRA or under the existing life, health, and dental insurance plans to the extent allowed by the carrier. Such employee shall pay all premiums for the continued coverage on a month-to-month basis, except to the extent required by federal law.

14.1.5.2 Upon the death of an active employee, the District will continue to pay health insurance up to the District contribution cap for the surviving spouse (no other dependents) for a period of six (6) months or until the end of the fiscal year in which the death occurs, whichever is longer, only if all of the following conditions are met: The surviving spouse must have been covered by the employee's health insurance through the District at the time of the employee's death. The surviving spouse does not have coverage by any other health insurance. The continuation of the surviving spouse's coverage is permitted under the existing policy.

14.2 Tax Shelter: Members may participate in an approved plan of tax sheltered annuities as allowed under Internal Revenue Code Sections 403 (b) or 457. The District makes no express or implied warranty as to eligibility or tax deductibility under the Internal Revenue Code.

14.3 Retirement:

14.3.1 A full time employee with fifteen (15) or more years from any one of the four predecessor districts and/or Twin Rivers Unified School District may apply for a pre-retirement reduced workload as provided in California Education Code Section 22713.

14.3.2 Retiree Health Benefits: The District will pay up to the single employee District contribution on health insurance in an amount that will not exceed the dollar amount paid to regular full-time employees as stated in 14.1.1.2(a). These premiums would be for a maximum period of ten (10) years between age 55 and 65, or until the retiree becomes re-employed and is covered by a health plan, or becomes eligible for Medi-Cal, Medi-Care, or other government-

sponsored program. District retirees shall respond to a District or insurance carrier notice each year, certifying that they are still eligible for District paid retirement benefits. The District retired employee must have completed fifteen (15) years of full-time paid service immediately prior to retirement in any one of the four predecessor districts and/or Twin Rivers Unified School District. Paid service rendered in the Pre-Retirement Reduced Workload Program between the ages of 55 and 65 shall be considered full-time service for the purpose of this Section.

- 14.3.3 For employees who retired on or before June 30, 2008, the contract language in effect on the day of their retirement shall remain in full force and effect.
- 14.3.4 The District will analyze the fiscal feasibility of offering an early retirement incentive.

ARTICLE 15 – GRIEVANCES

15.1 Definitions:

15.1.1 A grievance is an allegation by a grievant or the Association that the grievant or the Association has been adversely affected by a violation of the specific provisions of this Agreement. The grievance shall include, but is not limited to, the following information:

15.1.1.1 A description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance;

15.1.1.2 A listing of the provisions of this Agreement which are alleged to have been violated, misinterpreted, or misapplied;

15.1.1.3 A listing of specific actions requested of the District to remedy the grievance.

15.1.2 Actions to challenge or change the policies of the District as set forth in the Board policies, administrative regulations, and District procedures and regulations must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the policies and regulations of the Board of Trustees, or by the administrative regulations and procedures of the District are not within the scope of this procedure.

15.1.3 A grievant is any Member(s) or the Association filing a grievance.

15.1.4 The “immediate supervisor” is the administrator having immediate jurisdiction over the grievant.

15.2 Procedures:

15.2.1 Informal Level: Before filing a formal grievance, the grievant and/or the Association shall attempt to resolve the grievance by informal methods of resolution. Within thirty (30) calendar days after occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor.

15.2.1.1 If the immediate supervisor cannot resolve the grievance, the immediate supervisor shall refer the grievance to the Director, HR/Labor Relations or designee for review and for an attempt at informal resolution.

15.2.2 Formal Levels: At all formal levels, the grievant shall be entitled to Association representation.

15.2.2.1 Level I: If the grievance is not resolved informally, to the satisfaction of the grievant and/or Association, a formal filing of the grievance will be submitted in writing to the Director, HR/Labor Relations or designee, within thirty (30) calendar days after the informal meeting with the Director or designee.

15.2.2.1.1 The written grievance must contain a detailed statement in clear, concise terms describing the grievance, the Article that is alleged to have been violated, the circumstances involved, how those circumstances specifically violate the Article, a description of each step of the informal level, and the specific remedy sought from the District.

15.2.2.1.2 The grievant and/or the Association shall meet with the Director or designee within thirty (30) calendar days of submitting the formal grievance. The ASHR or designee shall attempt to resolve the grievance at Level I.

15.2.2.1.3 The Director or designee shall communicate his/her decision to the grievant and the Association in writing within thirty (30) calendar days after the formal meeting in 15.2.2.1.2.

15.2.2.1.4 If the grievance is not resolved at Level I either the grievant or the Director or designee can refer the matter to Level II. Such decision must be communicated in writing to the other party within ten (10) calendar days of Director's or designee's decision.

15.2.2.2 Level II Mediation: Within ten (10) calendar days of filing Level II pursuant to 15.2.2.1.4 the Parties shall:

- a. Meet and attempt to agree on a mediator, who shall schedule a mediation to try and resolve the grievance.
- b. Meet to calendar potential dates to be forwarded to the mediator.
- c. Each provide a list of five potential mediators.
- d. The Parties shall alternate striking names from each of the five (5) proposed mediators to determine the presiding mediator. The initial striker shall be determined by a coin flip.
- e. Agree to the rules and procedures for conducting grievance mediations as soon as possible.

15.2.2.2.1 Any and all costs for the services of the mediator shall be borne equally by the Association and the District.

15.2.2.2.2 If mediation does not result in a resolution, either Party may proceed to Level III Binding Arbitration by notifying the other party in writing within ten (10) calendar days after the conclusion of mediation.

15.2.2.3 Level III Binding Arbitration:

Within 15 days after either Party requests Binding Arbitration pursuant to 15.2.2.2.2, the Parties shall meet to select an arbitrator. The Parties shall meet and select the arbitrator, by mutually agreed to means, and the arbitrator shall schedule a hearing and render a final and binding decision. The Parties may choose the arbitrator from any of the following options:

15.2.2.3.1 The Parties may each choose five (5) arbitrators from the list of arbitrators provided by the American Arbitration Association. The Parties shall alternate striking names from each of the five (5) proposed arbitrators to determine the presiding arbitrator. The initial striker shall be determined by a coin flip.

15.2.2.3.2 The Parties may each choose five (5) private arbitrators and/or arbitration services. The Parties shall alternate striking names from each of the five (5)

proposed arbitrators to determine the presiding arbitrator. The initial striker will be determined by a coin flip.

15.2.2.3.3 The Parties may file for arbitration with State Mediation and Conciliation Services (SMCS). If the Parties cannot mutually agree to one of the three options stated in 15.2.2.3, the Parties shall identify whether the Director, designee or Association shall submit a request for arbitration to both options and the arbitrator and/or arbitration service who responds with the first available date will be the presiding arbitrator. The Parties will agree to the rules and procedures for conducting grievance arbitrations as soon as possible. Any and all costs for the services of the arbitrator shall be borne equally by the Association and the District.

15.3 General Provisions:

- 15.3.1 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
- 15.3.2 Should a grievance with identical facts be filed by multiple grievants, the District and Association may consolidate and/or select one grievant and have the resolution apply to all.
- 15.3.3 Grievance records shall not be placed in either site files or personnel files.
- 15.3.4 At any time the grievant and/or Association fails to meet the timelines specified in this Article, the grievant and/or Association is precluded from advancing the grievance to the next step.
- 15.3.5 At any time the District fails to meet the timelines or respond in writing as specified in this Article, the grievance will advance to the next step of the process.
- 15.3.6 All grievances shall be processed during the regular workday without loss of compensation.
- 15.3.7 A grievance may be mutually resolved at any time.

15.3.8 The Parties agree that any timeline set forth in this Article may be extended by mutual agreement of the Parties. The Parties further agree that any request for extension by a Party, due to illness, vacation, holidays or other extenuating circumstances shall not be unreasonably refused by the other Party. Summer vacation shall not constitute a basis for extensions.

ARTICLE 16 – DISTRICT RIGHTS

- 16.1 It is understood and agreed that the District retains all of its powers and authorities to direct, manage and control to the extent of the law. Exercise of these powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with State and Federal law. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 16.2 All matters not specifically enumerated as within the scope of negotiations in Government Code §3540 et seq. and/or designated as rights shared with TRUE are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, continue, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 16.2.1 The educational policies, procedures, objectives, goals and programs, including, but not limited to, those relating to curriculum, course content, master schedule, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, final decisions on grade level advancement, guidance, testing, records, pupil health and safety, pupil conduct and discipline except as set forth in California Education Code, transportation, school boundaries, food services, extracurricular and co-curricular activities.
- 16.2.2 The selection, hiring, classification, direction, promotion, demotion, dismissal of all certificated personnel of the District; the assignment of members to any location and also to any facilities, classroom, functions, activities, academic subject matter, grade levels departments, tasks, or equipment; and the determination as to whether, when and where there is a job opening; except to the extent specifically negotiated in this Agreement.
- 16.2.3 The title, description, duties, and classifications of each certificated employment position, except to the extent specifically negotiated in this Agreement.

- 16.2.4 The standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards, except to the extent specifically negotiated in this Agreement.
- 16.2.5 The dates, times, hours and schedule of operation of District facilities, functions and activities.
- 16.2.6 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters; except to the extent specifically negotiated in this Agreement.
- 16.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does the Association waive any rights guaranteed by law.
- 16.4 The District retains its rights to temporarily amend, modify or rescind the provisions of this Agreement in cases of emergency, and to take any reasonable necessary action in the event of an emergency.
- 16.5 Any dispute arising out of, or in any way connected with, either the existence of or the exercise of any of the reserved rights of the District is not subject to the grievance provisions set forth in Article 15.

ARTICLE 17 – CATASTROPHIC LEAVE

17.1. Description:

Eligible permanent Members (see 17.2.4) who are suffering from a catastrophic illness or injury may request donations of sick leave credits under the Catastrophic Leave Program (“Program”). An eligible permanent Member whose dependent child (see 17.2.8), immediate family member living in the household, spouse or domestic partner is suffering from a catastrophic illness or injury may request donations of sick leave credits under the Program. This Member shall be referred to as a “Participant”. “Catastrophic illness” or “injury” is defined as an illness or injury that is expected to incapacitate the Member, dependent child, immediate family member living in the household, spouse or domestic partner of the Member, for an extended period of time and creates a financial hardship for the Member because he/she has exhausted all of his/her accrued sick leave.

17.2. Contributions:

17.2.1 Days in the Catastrophic Leave Bank (“Bank”) shall accumulate from year to year.

17.2.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Participant.

17.2.3 To join the Program, Members must have permanent status and must have at least five (5) days of accrued sick leave remaining by October 31st after donating to the Bank. New applicants will be considered contributing members of the bank as of November 1st. New members to the bank will be notified in writing of their acceptance or rejection no later than December 1st.

17.2.4 Participation is voluntary, but participation requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

17.2.5 The annual rate of contribution by each Participant for each school year shall be one (1) day of sick leave and this deduction will be reflected on the November 30th earning statement.

17.2.6 The Association shall supply enrollment forms for the Program to Members.

Members will fill out the appropriate form and sign it authorizing the contribution.

The same contribution will continue to be donated each year to the Bank unless

canceled by the Participant. The District shall deduct contributions from the November 30th earning statement. Members returning from extended leave and new Members may contribute to the Bank within thirty (30) days of beginning work.

17.2.7 Cancellation of the Program on the proper form, may be effected at any time and the Participant shall not be eligible to withdraw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Participant effects cancellation or leaves the District.

17.2.8 A dependent child, for purposes of the Catastrophic Leave Bank, is defined as one who is biological, step-child, ward or legally adopted by the eligible permanent Member.

17.2.9 The District and Association will meet and confer on all forms required for implementation of the Catastrophic Leave Article.

17.3 Withdrawals From the Bank:

17.3.1 To request a withdrawal under this Program, the Participant shall provide verification of the catastrophic injury or illness by means of a letter, dated and signed by a physician, indicating the incapacitating nature and probable duration of the illness or injury.

17.3.2 If a Participant is incapacitated, applications may be submitted to the Catastrophic Committee ("Committee") (see 17.4.1 below) by the Participant's agent or member of the Participant's family.

17.3.3 Leave from the Bank may not be used for an illness or disability which qualifies the Participant for Worker's Compensation benefits, unless the Participant has exhausted all accrued leaves and Worker's Compensation benefits have terminated. If the District challenges the Worker's Compensation Claim, the Participant may withdraw from the Bank but upon settlement of the Worker's Compensation Claim, the Bank shall be reimbursed the days by the District.

17.3.4 Members will not be eligible to withdraw from the bank for the first year of membership. Disability insurance cannot be used concurrently with catastrophic

leave. Participants must use all sick leave (but not differential leave) available to the Participant before being eligible for a withdrawal from the Bank.

- 17.3.5 For Participants who have differential leave available, the District shall pay the Participant full pay and the Bank shall be charged one-half (1/2) day.
- 17.3.6 Initial withdrawals from the Bank shall be granted in units of no more than thirty (30) workdays. Additional days may be granted upon request and approval of the Committee. While employed at Twin Rivers Unified School District the maximum number of days granted to an employee shall be one hundred (100) days. Unused days by the recipient shall be returned to the Bank.
- 17.3.7 The first ten (10) duty days of catastrophic illness or disability must be covered by the Participant's own sick leave, differential leave, or leave without pay. For example, if the Participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days from the Bank on the eleventh workday.
- 17.3.8 If the Bank does not have sufficient days to fund a withdrawal request, the Committee may approve withdrawal up to the maximum days in the Bank.
- 17.3.9 Approval of any request shall require a majority vote of the Committee and shall be final and binding and not subject to the grievance procedure of the Collective Bargaining Agreement in force between the District and TRUE.

17.4. Administration of the Bank:

- 17.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants and to the Associate Superintendent of Human Resources or his/her designee.
- 17.4.2 The Committee shall be selected by the Association.
- 17.4.3 Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) workdays of receipt of the application.
- 17.4.4 The Committee shall keep all requests confidential.

- 17.4.5 Following the enrollment period, which is the beginning of each school year through October 1, the Committee will compile the following information and provide it to the Associate Superintendent of Human Resources or his/her designee no later than October 15:
 - 17.4.5.1 The names of participating Members,
 - 17.4.5.2 The names of any Participants who have canceled, and
 - 17.4.5.3 The total number of days in the Bank.
- 17.4.6 The Association will notify applicants whether or not they are a member by December 1st.
- 17.4.7 The district will provide trimester (November 1st, March 1st, July 1st) reports to the Catastrophic Leave Bank Chair and the Association of the banks use.
- 17.5 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current Participants of the Program proportionately in units of no less than one-half (1/2) day. The Lottery method shall be used if there are not enough days to return unused days proportionately to the current Participants.
- 17.6 Notwithstanding any of the foregoing, within ten (10) days of the ratification of the Agreement by the Association and the District Board of Education, enrollment will be opened in the Program for a reasonable period as agreed to by the District and Association.

ARTICLE 18 – TWIN RIVERS EMPLOYEE RELATIONS COUNCIL - CERTIFICATED (TRERC)

General Provisions

- 18.1 The Twin Rivers Employee Relations Council (“TRERC-CERTIFICATED”) will be an integral component of the interest-based problem-solving model as a forum for the sharing of information and discussion of important issues in the Twin Rivers Unified School District (“District”). TRERC-CERTIFICATED shall work to surface and head-off potential problems and seek to resolve conflicts/disputes on appropriate non-bargainable issues between the District and any member(s) of the Twin Rivers United Educators (“TRUE”).
- 18.2 TRERC-CERTIFICATED will build and model a climate of ongoing problem solving that enhances outcomes for the District and the Members.

Council Structure

- 18.3 The Council shall be composed of a total of up to twelve (12) of TRERC CERTIFICATED members, of which up to six (6) TRERC-CERTIFICATED members shall be appointed by the District, and up to six (6) TRERC-CERTIFICATED members shall be appointed by the TRUE Executive Board. This shall include the Superintendent or designee and the Association President or designee.
- 18.3.1 Each TRERC-CERTIFICATED member shall be personally committed to the standards enumerated herein and to building trust through principled communications with each other.
- 18.3.2 All Members shall be empowered by their constituents to make decisions.
- 18.4 TRERC-CERTIFICATED shall use a consensus decision-making method.

Standards

- 18.5 The TRERC-CERTIFICATED shall be utilized for the following purposes:
- 18.5.1 Resolve employee/administration conflicts/disputes
- 18.5.2 Share information
- 18.5.3 Address complaints and issues
- 18.5.4 Assist sites with problem solving
- 18.6 The TRERC-CERTIFICATED shall not be utilized for the following purposes:

- 18.6.1 Replace collective bargaining agreements, board policies, administrative regulations
- 18.6.2 Usurp Members' or District's prerogatives
- 18.6.3 Address emergency/crisis situations or for situations requiring quick or urgent decisions/actions
- 18.6.4 Make all decisions or resolve all issues
- 18.6.5 Negotiate

TRERC-CERTIFICATED Meetings

- 18.7 TRERC-CERTIFICATED shall meet monthly, with an agenda created in advance, with a nonmember recorder who is responsible for transcribing the group memory.
 - 18.7.1 TRERC-CERTIFICATED shall meet monthly on a mutually agreed date and time.
 - 18.7.2 The Human Resources Department and the TRUE TRERC facilitator, shall provide logistical support for TRERC-CERTIFICATED, including reminders of upcoming meetings and acquiring a facilitator when requested by either party.
- 18.8 Flip charts or written and projected notes will be created and shall become the group memory of the meetings.
- 18.9 The District and the Members agree to establish joint communiqués as the primary process by which TRERC-CERTIFICATED meeting information shall be shared with constituencies as needed. The District and the Members acknowledge that each party often and legitimately communicates with its constituency in other ways.
- 18.10 The District and the Members mutually acknowledge the value of each party's interests and their right to own and express them.
- 18.11 The District and the Members mutually agree to provide continued and ongoing interest-based problem-solving training for all new leaders and TRERC-CERTIFICATED members.
- 18.12 All TRERC-CERTIFICATED members shall commit to participate in interest-based problem-solving training as a condition of membership on the TRERC-CERTIFICATED.
- 18.13 Special Education Liaison Committee
A liaison committee will be created for the purposes of identifying and resolving emerging issues in Special Education. The committee shall consist of the Director of

Special Education or designee, at least one Program Specialist, and a team of up to 4 Association members. The committee will meet one time per month after school.

ARTICLE 19 - SUMMER SCHOOL

- 19.1 Summer school daily work periods for classroom teachers shall be established by the summer school time schedule as prepared by the summer school principal and approved by the District Superintendent as agreed to in this Article.
- 19.2 Notification and Selection of Summer School Teachers:
- 19.2.1 Notification: Summer school teachers will be notified of their summer school employment by May 15 of each year.
- 19.2.2 Interviews and Selection:
All qualified current Members who apply for summer school positions will be granted interviews for the position if there are more qualified applicants than positions. To fill all available positions, only member applicants with meets or exceeds evaluations will be placed in positions prior to outside applicants.
Selection of summer school teachers will be based on program needs.
- 19.3 Evaluation of Summer School Teachers: Summer school teachers may be evaluated. Any evaluations will be based on a classroom walk through form as defined in Article 10 (Evaluation).
- 19.4 Summer school employment is at will, and may be terminated by the District.
- 19.5 If a summer school class is canceled after the teacher reports to work on the first day of assignment, but prior to the beginning of the second day of actual instruction of students, the teacher shall receive compensation equivalent to two (2) days pay as defined in 19.7.
- 19.6 Bargaining unit Members will receive one day of sick leave credit for summer school service; if summer school sick leave is not used, it may be carried over by the Member to the regular school year.
- 19.7 Hourly Rate: Summer school hourly rate is forty dollars (\$40).
- 19.8 Summer school teachers will be paid to arrive 15 minutes before student arrival and to stay for 15 minutes after student dismissal, based on hourly rate in section 19.7.

ARTICLE 20– EARLY CHILDHOOD EDUCATION/CHILD DEVELOPMENT

This Article modifies other articles of this collective bargaining agreement to address special concerns of Members with early childhood education or child development assignments.

ARTICLE 1 – GENERAL PROVISIONS

Article applies to all Early Childhood Education/Child Development Programs.

The parties agree that Article 20 will reopen on an annual basis if there is an overall increase or reduction of combined funding of 2% or more by the State of California, Federal Head Start, First 5 Programs, or other Funding Supporters.

ARTICLE 2 – COMPLETION OF MEET AND NEGOTIATE

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 3 –TEACHER SUPPORT:

The development, adoption, and implementation of an Early Childhood Education Mentor Program is dependent upon the department’s ability to provide fiscal support and approval by the department ECE Leadership Team and subject to collective bargaining.

ARTICLE 4 – WORK DAY/WORK YEAR

20.4 Program Description

	Student Days	Teacher Days	Operational Hours
State Preschool Part Day Program	175-180	186	6
First 5 Preschool Part Day Program	175-180	186	6
State Full Day Preschool Program	242-244	230	10 – 10.5
General Child Care/School Age Program	242-244	230	10 – 10.5
Parent Pay Preschool/Child Care Program	In accordance with the K-12 teacher work calendar	In accordance with the K-12 teacher work calendar	10
Head Start	128	186	3.5

20.4.1 A minimum of 30 minutes and a maximum of 60 minutes duty free lunch is scheduled for teachers. Members of part-day classes will arrive a minimum of 20 minutes prior to the start of the morning session and remain a minimum of

10 minutes beyond the student day. Members assigned to open a full-day preschool class and/or before school school-age care will arrive at the published opening hour and remain a maximum of 8 working hours plus the time equivalent to their duty free lunch before leaving. Members assigned to close a full-day preschool class and/or after school-age care will leave at the scheduled closing time and arrive 8 hours plus the number of minutes equivalent to their scheduled duty free lunch prior to closing time. If, on rare occasions, the ratio coverage in the full day preschool and school-age care programs requires longer than 8 hours plus their scheduled duty free lunch, the member will be paid hourly overtime compensation equivalent to their hourly rate (based on their placement on the salary schedule).

- 20.4.2 All ECE/CD teachers will be given early release time or will be paid \$20 per hour non instructional rate to participate in back to school and open house and First 5 home visits.

Part day teachers at First Five Sites shall receive a maximum \$100 stipend per quarter for timely completion and submission of all mandated First 5 quarterly reports.

- 20.4.3 Administrators will reasonably and equitably require ECE/CD Members, as part of their professional and contractual obligations, to participate in curricular and instructional school duties, in the supervision, control, and advisement of ECE/CD students, including Individualized Educational Plan meetings, Section 504 meetings and Student Study Teams, and in conferring with and advising parents.

- 20.4.4 The ECE/CD programs, except Head Start, will provide each part day preschool teacher two days Fall and two days Spring for completion of DRDP (or comparable) assessments. For Full Day classes, except Head Start, the ECE/CD program will provide one of the teachers one and one-half (1 ½) day substitute time in the Fall and one and one-half (1 ½) day in the Spring based on a class size of one (1) teacher and 24 students for completion of the DRDP (or comparable) assessments.

For part-day/school term classes, except Head Start, the ECE department will designate four (4) parent conference days each school year, two (2) in the Fall and two (2) in the Spring based on a classroom with one (1) teacher and 32 students. A half day (1/2) substitute teacher will be provided for every eight (8) students enrolled over 32 for completion of the eight (8) additional parent conferences. For full-day/full year classes, except Head Start, the ECE department will provide one (1) of the teachers one and one half (1 ½) days substitute time in the Fall and one and one half (1 ½) days in the Spring based on a class size of one (1) teacher and 24 students for completion of parent conferences.

20.4.5 Members, as part of their contractual obligations each year, will be required to participate in Early Childhood Education staff meetings held after the school day. For meetings/trainings, members will receive their choice of either a Certificate of Professional Growth Hours or \$20 per hour or prorated amount for non-instructional time.

20.4.6 Head Start teachers will be provided prep time in accordance with Head Start and State regulations.

ARTICLE 5 – LAYOFFS:

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 6 – LEAVES

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 7 – CLASS SIZE

Maximum Case Load for Early Childhood Education/Child Development:

Class sizes for Early Childhood Education and Child Development classes shall be in accordance with federal Head Start guidelines, State Child Development guidelines and Community Care and Licensing requirements. The District shall make reasonable efforts to balance class sizes within each session by the 20th working day of each school year; to the extent balancing is feasible based upon funding requirements.

ARTICLE 8 – TRANSFERS

Shall apply to ECE/CD Members except for:

8.6.2.3. Assignments are tentative subject to final enrollment numbers. October 1 enrollment numbers will determine the final assignment. ECE/CD Members will be notified in writing by October 15 if there is a change to their assignment. In lieu of section 8.6.2.3 and in the case of school or program closures, ECE/CD Members shall have involuntary transfer rights only to other ECE/CD assignments.

ARTICLE 9 – EXTRA DUTY ASSIGNMENTS

An ECE/CD Member may hold the position of Assistant to the Principal at Elementary school sites, subject to the approval of the site administrator bearing the cost of the member holding the Assistant to the Principal Role. To apply the ECE/CD Member must possess a BA degree or higher.

ARTICLE 10 – EVALUATION

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 11 – DISCIPLINE PROCEDURE

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 12 – MEMBER SAFETY

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 13 – SALARY

20.14.1 Early Childhood Education and Child Development Members shall be paid on four (4) salary schedules. Schedule 3A and 3B are for ECE/CD Members teaching in ECE programs. Schedule 3C is for Parent Pay Pre-School Members. Schedule 3D is for ECE/CD Members teaching in Head Start programs.

20.14.2 An ECE/CD Member shall have the right to exchange one (1) year of preschool experience which requires the possession of an ECE/CD teacher permit, for one step of advancement on the ECE/CD salary schedule to a maximum of five (5) years.

- 20.14.3 Teachers who have permanency in the TRUSD Early Childhood Education/Child Development program and who possess a BA while serving as a teacher or site supervisor, who are selected for a position as a regular or Special Education Elementary or Secondary School teacher will receive one year of credit on the appropriate certificated salary schedule for each two years of service in the TRUSD ECE/CD program; only years in which the ECE/CD Member taught at least 30 hours per week for at least 75% (seventy-five percent) of the work year will qualify as years for which salary schedule credit is given. Service in the TRUSD ECE/CD program includes service in any of the four predecessor districts.
- 20.14.4 All units completed for which an ECE/CD Member seeks credit on the ECE/CD salary schedules must be college level classes at an accredited college, approved by the District. Only units completed prior to September 1 with written verification in a form acceptable to the District, received by the District by October 1, may be credited for that year's salary, retroactive to July 1. All units submitted after October 1 will be credited on July 1 of the following school year.
- 20.14.5 ECE/CD Members may choose to receive their salary warrants in each school year in eleven or twelve installments. If the District makes an error on a salary warrant resulting in an underpayment to the ECE/CD Member, then a second warrant to correct the underpayment will be issued within ten working days of the report of such error.
- 20.14.6 ECE/CD Members shall receive a longevity increment of \$1500 for 10 years of service and an additional \$1500 for 15 years of service.
- 20.14.7 In addition to salary schedule compensation, an ECE/CD Member with a Site Supervisor permit, or a Master Teacher Permit (for one class at a site) who works as a Site Supervisor, shall receive an annual stipend of \$1,800.00. Members must be working as a Site Supervisor by October 1st to receive the full stipend after this date the stipend will be prorated.
- 20.14.8 These provisions shall be nullified in the event and to the extent that either the

State of California Child Development programs or the federal Head Start program or the First Five program cease to provide or reduce funds to the District to operate early childhood education programs.

ARTICLE 14 – EMPLOYEE BENEFITS

Article applies to all Early Childhood Education/Child Development Programs.

- 20.14.1 An ECE/CD Member whose assigned work day is less than .50 FTE is not eligible for benefits and will not receive a District contribution for health benefits.
- 20.14.2 An ECE/CD Member whose assigned work day is a-minimum of .50 FTE is eligible for benefits and will receive a pro-rated District contribution.
- 20.14.3 An ECE/CD Member whose assigned work day is a minimum of .80 FTE is eligible to receive one hundred percent (100%) of the District contribution.

ARTICLE 15 – GRIEVANCES

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 16 – DISTRICT RIGHTS

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 17 – CATASTROPHIC LEAVE

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 18 - TWIN RIVERS EMPLOYEE RELATIONS COUNCIL – CERTIFICATED

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 19 – SUMMER SCHOOL

An ECE/CD summer school hourly rate is \$20.

ARTICLE 20 – EARLY CHILDHOOD EDUCATION/CHILD DEVELOPMENT

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 21– ADULT EDUCATION

Not applicable to Early Childhood Education/Child Development Programs.

ARTICLE 22 – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 23 – ADMINISTRATIVE TRANSFER WITH GOOD CAUSE

Article applies to all Early Childhood Education/Child Development Programs.

APPENDIX 1 – SALARY SCHEDULES

ECE/CD Salary Schedules 3A, 3B, 3C and 3D apply to Early Childhood Education/Child Development Programs.

ARTICLE 21 – ADULT EDUCATION

21.1 Article 21 is established to consolidate specific language relevant to Adult Education teachers who are entitled to the protections of the Agreement as a whole.

21.2 Hours/Workday/Work Year

21.2.1 Hours: The number of hours a Member on salary schedule 4 works, may vary, but will not exceed forty (40) hours per week. Upon mutual agreement of the teacher and the program administrator, unique work schedules may be arranged (for example, four (4) days per week, ten (10) hours per day, split shifts, etc.).

21.2.2 Work Day

21.2.2.1 Preparation Time

Adult Education teachers who work at least thirty (30) hours per week will be assigned two (2) hours supervision-free prep time per week. In addition, there will be thirty (30) hours of preparation time during the scheduled work year. These hours shall coincide with Adult Education report due dates.

21.2.2.2 Substituting

Adult Education teachers may be asked to serve as substitutes during their non-scheduled teaching time, so long as the maximum number of hours does not exceed forty (40) hours per week. The substitute rate of pay is forty dollars (\$40) per period. Members who serve as substitutes shall be paid the substitute rate of forty dollars (\$40) per period.

21.2.2.3 Reasonable Certificated Employees Duties

Adult Education teachers may be asked to perform reasonable certificated employee duties during their non-scheduled teaching time, so long as the maximum number of hours does not exceed forty (40) hours per week. The rate of pay will be the adopted non-instructional hourly pay rate of thirty dollars (\$30). Adult Education teachers have

the right of refusal to perform duties during their non-scheduled teaching time.

21.2.3 Days in Work Year

21.2.3.1 Adult Education classroom teachers shall be required to work 185 days.

21.2.3.2 Adult Education counselors will be required to work 198 days and the same hours as high school counselors.

21.3 Effects of Layoff

21.3.1 The layoff procedures in the Agreement apply only to Adult Education Members who work twenty (20) or more hours per week.

21.3.2 Beginning of Service: Classes that do not meet the enrollment requirements during the first three scheduled days of classes may be canceled during that time period. After the fourth day of scheduled classes no employee may be subject to layoff during the course of any quarter (nine-week period) excluding the summer school program, once said employee has begun his/her service for said quarter, period, or program, unless the average daily attendance of the class (classes) taught falls below an average of fifteen (15) students for a period of two (2).

21.3.3 The District may operate classes with lower enrollment/attendance figures at its discretion.

21.3.4 If a class is eliminated, the employee affected shall displace the least senior employee in the area of the displaced employee's credential(s).

21.4 Class Size

21.4.1 Maximum class size does not apply to Adult Education classes, except that when a class size exceeds the reasonable capacity of the classroom and/or exceeds a size that limits the quality of instruction, every effort will be made to reduce class size and/or open an additional section.

21.5 Salaries

21.5.1 Salary warrants shall be issued and payroll deductions forwarded in accordance with pertinent Government Code Sections and Education

Code Sections.

- 21.5.1.1 Adult Education Members who work up to twenty nine (29) hours per week shall be paid on the Adult Education hourly salary schedule (4B or 4D) in accordance with 21.9. Adult Education Members who work thirty (30) hours or more per week shall be paid on the Adult Education salary schedule (4A or 4C) in accordance with 21.9.
- 21.5.1.2 Adult Education teachers shall have the option of twelve (12) installments to be paid on the last working/business day of each month from August through July (including December).
- 21.5.1.3 When an Adult Education department or an Adult Education program reaches a minimum of one hundred ten (110) hours of instruction per week, the site administrator will select an Adult Education Department Chair. That Department Chair will receive a one thousand five hundred sixty one dollars (\$1,561.00) stipend per year.
- 21.5.1.4 Longevity: Longevity payments will be added to the salaries of Adult Education teachers grandfathered on to Schedule 4A in accordance with 21.5 as follows for columns C, D & E.:
 - 21.5.1.4.1: Seven hundred fifty dollars (\$750) will be paid beginning the fifth (5th) year of service.
 - 21.5.1.4.2: Fifteen hundred dollars (\$1,500) will be paid beginning with the tenth (10th) year of service.
 - 21.5.1.4.3 Four thousand dollars (\$4,000) will be paid beginning with the fifteenth (15th) year of service.
 - 21.5.1.4.4 Seven thousand five hundred dollars (\$7,500) will be paid beginning with the twentieth (20th) year of service.
 - 21.5.1.4.5 For a Member to receive full credit for longevity the Member must serve a minimum of one hundred and seventeen days (117) Members who serve the

required minimum days and have a less than 1.0 FTE assignment will receive a pro-rated longevity payment.

21.5.1.4.6 Longevity payments will be added to the salaries of Adult Education teachers on Schedule 4C in columns C, D & E as follows.

21.5.1.4.7 Fifteen hundred dollars (\$1,500) will be paid beginning the tenth (10th) year of service.

21.5.1.4.8 Three thousand dollars (\$3,000) will be paid beginning with the fifteenth (15th) year of service

21.5.1.4.9 Four thousand five hundred dollars (\$4,500) will be paid beginning with the twentieth (20th) year of service.

21.5.1.4.10 Six thousand five hundred dollars (\$6,500) will be paid beginning with the twenty-fifth (25th) year of service.

21.5.2 Master's Stipend:

21.5.2.1 Each Member with a master's degree from an accredited college or university, whose accreditation is acceptable to the District, will receive an annual stipend of one thousand eight hundred dollars (\$1,800) if on Salary Schedule 4A or if on Salary Schedule 4C Column C, D and E. Members who attain a master's degree from such an accredited college or university shall be eligible to receive this stipend as follows: Only master's degrees completed prior to September 1, with written verification received by October 1, may be credited for that year's stipend.

21.5.2.2 Each Member with a Doctorate Degree from an accredited college or university, whose accreditation is acceptable to the District, will receive an annual stipend of one thousand eight hundred dollars (\$1,800) if on salary schedule 4C Column E.

21.5.3 Experience Credit

21.5.3.1 Adult Education teachers shall have a right to exchange one (1) year of contracted certificated experience in a public school district, or private school which requires possession of a teaching credential, for one step of advancement on the salary schedule to a maximum of ten (10) steps.

21.5.3.2 When moving from the regular Adult Education teachers' schedule to the Adult Education counselor a Member shall receive year-for-year service credit.

21.5.3.3 Additional Units of Credit/Professional Growth: Only those units completed after the Bachelor's degree will be accepted as graduate credit for salary purposes. All units completed after July 1, 2008 beyond the Bachelor's degree, must be college level classes at an accredited two or four year college approved by the District. Approval will be based on whether the subject area of the classes is related to the Adult Education teacher's area of instruction or credential, including career advancement. All courses must be reviewed in advance by the Adult Education principal and pre-approved by the Associate Superintendent, Educational Services or his/her designee.

21.5.3.4 All professional growth credit approved previous to passage of this contract will remain in effect for the career of the teacher.

21.6 Summer School

21.6.1 Notification of Summer School Teachers:

21.6.1.1 Summer school hourly rate does not apply to Adult Education Teachers. Assignments outside the regular Adult Education year will be paid the same as the regular Adult Education hourly

21.7 Adult Education teachers will be exempt from participation in the BTSA Program.

21.8 In implementing the Adult Education program, the District will comply with the California Education Code and other applicable laws and regulations.

21.9 Salary Schedules: The existing Adult Education salary schedules (4A and 4B) shall apply to all Adult Education Members who worked in the Adult Education prior to July 1, 2011, but only to the extent of their FTE assignments prior to July 1, 2011. The revised Adult

Education Salary Schedules (4C and 4D) will apply to all other Members hired in Adult Education positions after June 30, 2011.

ARTICLE 22 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

22.1 Any employee who is a member of the Twin Rivers United Educators, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Union. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.

22.2 Any employee who is not a member of the Union, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the Bargaining Unit, shall become a member of the Union, or pay to the Union a fee in an amount equal to unified membership dues, initiation fees and general assessment payable to the Union in one lump sum cash payment in the same manner as required for the payment of membership dues, provided however, that the employee may authorize payroll deduction for such fees in the same manner as provided in Paragraph 23.1 of this Article. Prior to November 1 of each year, the District shall provide the Union with a list of those employees whose dues are being withheld through payroll deduction. The Union will provide the District with a list of employees who have not complied with the provisions of this Article. The Union shall certify by the submission of said list that the dues collected are for collective bargaining and/or employment conditions and are in compliance with any P.E.R.B. adopted regulations.

In the event that an employee does not pay such fees voluntarily, the District shall begin automatic payroll deduction as provided in Ed. Code Section 45061 and in the same manner as set forth in 232.1 of this Article by November 15 of the current school year.

22.3 (a) Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union, CTA/NEA as a condition of

employment; except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c) of Title 26 of the Internal Revenue Code:

The scholarship fund of the Twin Rivers Unified School District

The United Way

The American Cancer Society

The Martin Luther King Scholarship Fund

The Foundation to Assist California Teachers

The DREAM Project, or

The Urban League

(B) The Union agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the P.E.R.B. challenging the legality or constitutionality of the fair share provisions of this agreement or its implementation (within a reasonable time).

ARTICLE 23 – ADMINISTRATIVE TRANSFER

- 23.1 An Administrative Transfer shall be used in the following situations:
- 23.1.1 To assist in improving the performance of a member who has a unsatisfactory evaluation, and
 - 23.1.2 To resolve documented concerns.
- 23.2 Written notice stating the reasons and basis for the Administrative Transfer must be completed by the Site Administrator and received by the Associate Superintendent, Human Resources (ASHR) by March 1st.
- 23.2.1 The Associate Superintendent Human Resources shall preliminarily approve or deny the proposed Administrative Transfer. To the extent necessary, there shall be no more than eight (8) Administrative Transfers in Elementary and Secondary Schools per school year.
 - 23.2.2 If the Associate Superintendent, Human Resources approves the Administrative Transfer. The Parties involved in the Administrative Transfer are allowed to present their issues to the TRUE Executive Board.
 - 23.2.2.1 After consideration by the TRUE Executive Board, the Administrative Transfer will be either continued or withdrawn by the Administration.
 - 23.2.3 If the Member does not agree with the decision to continue the Administrative Transfer a grievance can be filed and the grievant will start at Formal Level I, on an allegation that the administrative transfer is not based upon reasons defined in 23.1 in the Agreement.
 - 23.2.3.1 The District can move forward with the Administrative Transfer pending resolution of the grievance.

APPENDIX 1

SALARY SCHEDULES

2015-2016

SCHEDULE 1 – Core Salary Schedule (Includes Teachers, Nurses, School Social Workers, Elementary Counselors)

SCHEDULE 2 – Psychologists, Program Specialists, Alternative Lead Teacher

SCHEDULE 3A – Early Childhood Education – Part Day Pre-School

SCHEDULE 3B – Early Childhood Education – Children Centers

SCHEDULE 3C – Early Childhood Education – Parent Pay

SCHEDULE 3D – Early Childhood Education – Head Start

SCHEDULE 4A – Adult Education

SCHEDULE 4B – Adult Education

SCHEDULE 4C – Adult Education

SCHEDULE 4D – Adult Education

SCHEDULE 5 – Speech Language Hearing Specialists

SCHEDULE 6 – Counselors (High School, Junior High, Adult Ed., K-8)

SCHEDULE 7 – Teacher on Special Assignment (TOSA)



**2015/2016
CORE CERTIFICATED SALARY SCHEDULE 1**

Schedule 1 -	YEAR	Frozen BA A	Credential B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
Core Certificated	1	44,500	47,268	48,214	49,178	50,162	51,165
(Teachers, Elementary	2		48,214	49,178	50,162	51,165	52,955
Counselors, Nurses,	3		49,178	50,162	51,165	52,955	54,809
School Social	4		50,162	51,165	52,955	54,809	56,727
Workers)	5		51,165	52,955	54,809	56,727	58,713
(187 days)	6		52,955	54,809	56,727	58,713	60,768
<i>*includes 1 additional day</i>	7		54,809	56,727	58,713	60,768	62,895
	8		56,727	58,713	60,768	62,895	65,097
	9		58,713	60,768	62,895	65,097	67,375
	10		60,768	62,895	65,097	67,375	69,734
	11		62,895	65,097	67,375	69,734	72,174
	12				69,734	72,174	74,701
	13				72,174	74,701	77,317
	14				74,701	77,317	80,022
	15				77,317	80,022	82,823

National Board Certification	1,800	1,800	1,800	1,800	1,800	1,800	1,800
Masters Degree	1,800	1,800	1,800	1,800	1,800	1,800	1,800
Doctorate Degree							1,800
Longevity							
10				1,500	1,500	1,500	1,500
15				1,500	1,500	1,500	1,500
20					1,500	1,500	1,500
25						1,500	2,000
Total Longevity at 25 years				3,000	4,500	6,500	8,300
Total Longevity at 2 with Masters Degree				4,800	6,300	8,300	

Board Approved 2-10-15, effective July 1, 2015.



**2015/2016
CERTIFICATED SALARY SCHEDULE 2**

Schedule 2 - Psychologists, Program Specialists, Transition Specialist, Alternative Ed. Lead Teacher	YEAR	BA A	BA + 30 B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
	1	61,430	63,273	65,170	67,126	69,140	71,213
	2	63,273	65,170	67,126	69,140	71,213	73,349
	3	65,170	67,126	69,140	71,213	73,349	75,551
	4	67,126	69,140	71,213	73,349	75,551	77,816
	5	69,140	71,213	73,349	75,551	77,816	80,151
	6	71,213	73,349	75,551	77,816	80,151	82,556
	7	73,349	75,551	77,816	80,151	82,556	85,032
	8		80,151		82,556	85,032	87,583
	9				85,032	87,583	90,210
	10				87,583	90,210	92,917

(193 days)
*includes 4 additional days

National Board Certification	1,800	1,800	1,800	1,800	1,800	1,800
Masters Degree		1,800		1,800		1,800
Doctorate Degree						1,800
Longevity						
10				1,500	1,500	1,500
15				1,500	1,500	1,500
20					1,500	1,500
25						2,000
Total Longevity at 25 years				3,000	4,500	6,500
Total Longevity at 25 with Masters Degree				4,800	6,300	8,300

Board Approved 2-10-15, effective July 1, 2015.



**2015/2016
PART DAY PRESCHOOL SALARY SCHEDULE 3A**

Schedule 3A - Part Day Preschool (186 days)	YEAR	ECE Tchr Permit with 24 ECE units		ECE Master Tchr Permit w/16 GE units +6 specialization units + 2 adult supervision units		AA*		AA* + 15 units		AA* + 30 units		AA* + 45 units		Bachelor's Degree**						
		ECE units	ECE units	23,070	23,530	24,234	24,723	25,224	25,724	26,240	26,768	27,296	27,839	28,393	28,962	29,544	30,141	30,751	31,360	31,983
	1	22,393	22,393	23,070	23,530	24,234	24,723	25,224	25,724	26,240	26,768	27,296	27,839	28,393	28,962	29,544	30,141	30,751	31,360	31,983
	2	22,840	22,840	23,530	24,005	24,723	25,224	25,724	26,240	26,768	27,296	27,839	28,393	28,962	29,544	30,141	30,751	31,360	31,983	
	3	23,300	23,300	24,005	24,479	25,224	25,724	26,240	26,768	27,296	27,839	28,393	28,962	29,544	30,141	30,751	31,360	31,983		
	4	23,761	23,761	24,479	24,966	25,724	26,240	26,768	27,296	27,839	28,393	28,962	29,544	30,141	30,751	31,360	31,983			
	5	24,234	24,234	24,966		26,240	26,768	27,296	27,839	28,393	28,962	29,544	30,141	30,751	31,360	31,983				
	6																			
	7																			
	8																			
	9																			
	10																			

Longevity	10	15
Site Supervisor with a Site Supervisor permit or a Master's Teacher permit	1,500	1,500
	1,500	1,500

Site Supervisor with a
Site Supervisor permit or
a Master's Teacher
permit

1,800

*AA in ECE or Liberal Studies (which includes 24 ECE Units)
 **BA in either ECE Child Development or Human Development OR a BA in any other major which includes 24 ECE units
 and a teacher's permit OR a BA in any other major with a Multiple Subjects credential with Preschool authorization

Board Approved 2-10-15 (2% retro to July 1, 2014 for employees active on 02-10-15 only).



**2015/2016
CHILDREN CENTERS SALARY SCHEDULE 3B**

Schedule 3B - Children Centers (CCTR and Full Day) (230 days)	YEAR	ECE Tchr Permit with 24 ECE units	ECE Master Tchr Permit w/16 GE units +6 specialization units + 2 adult supervision units	AA*			Bachelor's Degree**
				AA* + 15 units	AA* + 30 units	AA* + 45 units	
	1	31,646	32,602	33,578	35,627	36,699	37,808
	2	32,277	33,253	34,249	36,335	37,426	38,574
	3	32,927	33,923	34,937	37,063	38,172	39,340
	4	33,578	34,592	35,646	37,808	38,939	40,126
	5	34,249	35,283	36,354	38,574	39,723	40,930
	6			37,081	39,340	40,528	41,753
	7			37,829	40,126	41,331	42,594
	8				40,930	42,155	43,456
	9					42,997	44,317
	10					43,859	45,198

Longevity	10	1,500	1,500	1,500	1,500	1,500	1,500
	15	1,500	1,500	1,500	1,500	1,500	1,500

Site Supervisor with a Site Supervisor permit or a Master's Teacher permit	1,800
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*AA in ECE or Liberal Studies (which includes 24 ECE Units)
 **BA in either ECE Child Development or Human Development OR a BA in any other major which includes 24 ECE units
 and a teacher's permit OR a BA in any other major with a Multiple Subjects credential with Preschool authorization



**2015/2016
PARENT PAY SALARY SCHEDULE 3C**

Schedule 3C - Parent Pay (186 days)	YEAR	ECE Tchr		ECE Master Tchr Permit w/16 GE units +6 specialization units + 2 adult supervision units		AA*		AA*		AA*		Bachelor's Degree**
		Permit with 24 ECE units	ECE units	AA* + 15 units	AA* + 30 units	AA* + 45 units	AA* + 30 units	AA* + 45 units				
	1	25,591	26,365	27,154	27,976	28,811	29,678	30,576				30,576
	2	26,102	26,891	27,697	28,532	29,384	30,266	31,196				31,196
	3	26,628	27,434	28,254	29,106	29,973	30,870	31,815				31,815
	4	27,154	27,976	28,827	29,693	30,576	31,489	32,449				32,449
	5	27,697	28,532	29,400	30,283	31,196	32,124	33,100				33,100
	6			29,988	30,886	31,815	32,775	33,766				33,766
	7			30,592	31,505	32,449	33,424	34,446				34,446
	8					33,100	34,090	35,143				35,143
	9						34,772	35,840				35,840
	10						35,468	36,552				36,552

Longevity	10	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
	15	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500

Site Supervisor with a Site Supervisor permit or a Master's Teacher permit			1,800									
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*AA in ECE or Liberal Studies (which includes 24 ECE Units)
 **BA in either ECE Child Development or Human Development OR a BA in any other major which includes 24 ECE units
 and a teacher's permit OR a BA in any other major with a Multiple Subjects credential with Preschool authorization

Board Approved 2-10-15 (2% retro to July 1, 2014 for employees active on 02-10-15 only).



**2015/2016
HEAD START SALARY SCHEDULE 3D**

Schedule 3D - Head Start (186 days)	YEAR	Teacher	Master Teacher	AA in ECE	Any BA with min 24 ECE units
	1	23,096	24,755	26,526	28,420
	2	24,372	26,115	27,980	29,983
	3	25,702	27,542	29,518	31,631
	4	27,116	29,052	31,137	33,360
	5	28,611	30,656	32,851	35,198
	6			34,663	37,146
	7			36,570	39,178
	8				
	9				
	10				
Longevity	10	1,500	1,500	1,500	1,500
	15	1,500	1,500	1,500	1,500
Site Supervisor with a Site Supervisor permit or a Master's Teacher permit					1,800

Board Approved 2-10-15 (2% retro to July 1, 2014 for employees active on 02-10-15 only).



**2015/2016
Adult Education Schedule 4A**

Step	Credential + 5 yrs experience Voc Ed.	BA Degree	BA Degree + 30 semester hours	BA Degree + 45 semester hours or MA Degree	BA Degree + 60 semester hours or MA plus 15 semester hours
	A	B	C	D	E
1	37,809	40,396	41,716	43,020	44,282
2	39,111	41,716	43,020	44,282	45,606
3	40,396	43,020	44,282	45,606	46,890
4	41,716	44,282	45,606	46,890	48,174
5	43,020	45,606	46,890	48,174	49,558
6	44,283	46,890	48,174	49,558	50,822
7	45,607	48,174	49,558	50,822	52,122
8	46,890	49,558	50,822	52,122	53,425
9	48,174	50,822	52,122	53,425	54,671
10	49,558	52,122	53,425	54,671	55,977
11			54,671	55,977	57,259
12				57,259	58,577
13					59,883

Longevity					
5			750	750	750
10			750	750	750
15			2,500	2,500	2,500
20			3,500	3,500	3,500
Total Longevity at 20			7,500	7,500	7,500
Longevity at 20 with Masters			9,300	9,300	9,300

- Classification I: Credential plus 5 years experience Voc. Ed
- Classification II: BA Degree
- Classification III: BA Degree plus 30 semester hours
- Classification IV: BA Degree plus 45 semester hours or MA Degree
- Classification V: BA Degree plus 60 semester hours or MA plus 15 semester hours
- Master's Stipend: \$1,800

Board Approved 2-10-15 (2% retro to July 1, 2014 for employees active on 02-10-15 only).



**2015/2016
Adult Education Schedule 4B**

Step	Credential + 5 yrs experience Voc Ed.	BA Degree	BA Degree + 30 semester hours	BA Degree + 45 semester hours or MA Degree	BA Degree + 60 semester hours or MA plus 15 semester hours
	A	B	C	D	E
1	31.92	34.13	35.23	36.33	37.41
2	33.00	35.23	36.33	37.41	38.51
3	34.13	36.33	37.41	38.51	39.59
4	35.23	37.41	38.51	39.59	40.68
5	36.33	38.51	39.59	40.68	41.82
6	37.41	39.59	40.68	41.82	42.92
7	38.51	40.68	41.82	42.92	44.01
8	39.59	41.82	42.92	44.01	45.11
9	40.68	42.92	44.01	45.11	46.17
10	41.82	44.01	45.11	46.17	47.26
11			46.17	47.26	48.35
12				48.35	49.45
13					50.57

Adult Education
Hourly Schedule 4B

Board Approved 2-10-15 (2% retro to July 1, 2014 for employees active on 02-10-15 only).



**2015/2016
Adult Education Schedule 4C**

Step	Credentialed +5 Expr. Voc. Ed.					
	B	C	D	E	F	BA+60 or MA/PhD +15
1	32,983	35,431	37,879	39,507	40,558	
2	34,276	36,631	39,104	39,900	41,528	
3	35,431	37,879	39,507	40,558	42,210	
4	36,631	39,104	39,900	41,528	43,168	
5	37,879	39,507	40,558	42,210	43,989	
6	39,104	39,900	41,528	43,168	44,946	
7	39,507	40,558	42,210	43,989	45,559	
8	39,900	41,528	43,168	44,946	46,367	
9	40,558	42,741	43,989	45,559	47,291	
10	41,528	43,943	44,946	46,367	47,810	
11			45,559	47,291	48,677	
12				47,810	49,427	
13					50,236	

Masters Degree
Doctorate Degree

1,800 1,800 1,800 1,800

Longevity

10	1,500	1,500	1,500	1,500
15	1,500	1,500	1,500	1,500
20	1,500	1,500	1,500	1,500
25				2,000

Total Longevity at 25

1,800

Longevity at 25 with Masters

1,800

Board Approved 2-10-15 (2% retro to July 1, 2014 for employees active on 02-10-15 only).



**2015/2016
Adult Education Schedule 4D**

Step	Credential +5 Expr. Voc. Ed.	Adult Education Hourly Schedule 4D					
		B	C	D	E	F	
1	29.71	31.92	34.13	35.59	36.54	36.54	
2	30.88	33.00	35.23	36.54	37.41	37.41	
3	31.92	34.13	35.59	37.41	38.03	38.03	
4	33.00	35.23	36.54	38.03	38.89	38.89	
5	34.13	35.59	37.41	38.89	39.63	39.63	
6	35.23	36.54	38.03	39.63	40.49	40.49	
7	35.59	37.41	38.89	40.49	41.04	41.04	
8	35.94	38.51	40.49	41.77	42.61	41.77	
9	36.54	39.59	41.04	42.61	43.07	42.61	
10	37.41		41.04	43.07	43.85	43.07	
11					44.53	43.85	
12						44.53	
13						45.26	

Board Approved 2-10-15 (2% retro to July 1, 2014 for employees active on 02-10-15 only).



**2015/2016
CERTIFICATED SALARY SCHEDULE 5**

Schedule 5 - Language Speech Hearing Specialist (187 days) <i>*includes 1 additional day</i>	YEAR	BA A	BA + 30 B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
1		48,621	50,079	51,857	53,697	55,604	57,578
2		50,079	51,857	53,697	55,604	57,578	59,622
3		51,857	53,697	55,604	57,578	59,622	61,738
4		53,697	55,604	57,578	59,622	61,738	63,930
5		55,604	57,578	59,622	61,738	63,930	66,200
6		57,578	59,622	61,738	63,930	66,200	68,550
7		59,622	61,738	63,930	66,200	68,550	70,983
8				66,200	68,550	70,983	73,503
9					70,983	73,503	76,113
10					73,503	76,113	78,815
11							81,613
12							84,509

National Board Certification	1,800	1,800	1,800	1,800	1,800	1,800	1,800
Masters Degree		1,800	1,800	1,800	1,800	1,800	1,800
Doctorate Degree							1,800
Longevity							
10					1,500	1,500	1,500
15					1,500	1,500	1,500
20					1,500	1,500	1,500
25						2,000	
Total Longevity at 25 years					3,000	4,500	6,500
Total Longevity at 25 with Masters Degree					4,800	6,300	8,300

Board Approved 2-10-15, effective July 1, 2015.



**2015/2016
CERTIFICATED SALARY SCHEDULE 6**

Schedule 6 - Counselor (JHS & HS), Adult Ed. Counselor, K-8 Counselors (199 days)	YEAR	BA A	BA + 30 B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
	1	57,246	58,964	60,792	62,676	64,619	66,622
	2	58,964	60,792	62,676	64,619	66,622	68,689
	3	60,792	62,676	64,619	66,622	68,689	70,816
	4	62,676	64,619	66,622	68,689	70,816	73,013
	5	64,619	66,622	68,689	70,816	73,013	75,277
	6	66,622	68,689	70,816	73,013	75,277	77,609
	7	68,689	70,816	73,013	75,277	77,609	80,016
	8			75,277	77,609	80,016	82,496
	9				80,016	82,496	85,054
	10				82,496	85,054	87,689

**includes 1 additional day*

National Board Certification	1,800	1,800	1,800	1,800	1,800	1,800	1,800
Masters Degree		1,800	1,800	1,800	1,800	1,800	1,800
Doctorate Degree							1,800
Longevity							
10				1,500	1,500	1,500	1,500
15				1,500	1,500	1,500	1,500
20					1,500	1,500	1,500
25						2,000	
Total Longevity at 25 years				3,000	4,500	6,500	
Total Longevity at 25 with Masters Degree				4,800	6,300	8,300	

Board Approved 2-10-15, effective July 1, 2015.



**2015/2016
TEACHER ON SPECIAL ASSIGNMENT (TOSA)
CERTIFICATED SALARY SCHEDULE 7**

Schedule 7 - TOSA Certificated (199 days) <i>*includes 1 additional day</i>	Frozen BA A	Credential B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
YEAR						
1	50,317	52,350	54,465	56,372	58,345	60,386
2	51,324	53,398	55,398	57,398	59,398	61,465
3	52,350	54,465	56,465	58,465	60,465	62,501
4	53,398	55,465	57,465	59,465	61,465	63,501
5	54,465	56,465	58,465	60,465	62,501	64,689
6	56,372	58,345	60,386	62,501	64,689	66,952
7	58,345	60,386	62,501	64,689	66,952	69,297
8	60,386	62,501	64,689	66,952	69,297	71,723
9	62,501	64,689	66,952	69,297	71,723	74,232
10	64,689	66,952	69,297	71,723	74,232	76,830
11						
12						
13						
14						
15						

National Board Certification	1,800	1,800	1,800	1,800	1,800	1,800
Masters Degree	1,800	1,800	1,800	1,800	1,800	1,800
Doctorate Degree						1,800
Longevity						
10				1,500	1,500	1,500
15				1,500	1,500	1,500
20				1,500	1,500	1,500
25				1,500	1,500	2,000
Total Longevity at 25 years				3,000	4,500	6,500
Total Longevity at 25 years with Masters Degree				4,800	6,300	8,300

Board Approved 2-10-15, effective July 1, 2015.

Appendix 2

FORMS FOR EVALUATION

- A. California Standards for the Teaching Profession (CSTP)
- B. Certificated Employee Improvement Plan
- C. Goal Setting Form
- D. Informal Walk-through Form
- E. Counselor Evaluation Form
- F. Counselor Observation Form
- G. Language/Speech/Hearing Specialist Evaluation Form
- H. Language/Speech/Hearing Specialist Observation Form
- I. Nurse Evaluation Form
- J. Nurse Observation Form
- K. Program Specialist Evaluation Form
- L. Program Specialist Observation Form
- M. School Psychologist Evaluation Form
- N. School Psychologist Observation Form
- O. Student Learning Coach (SLC) Evaluation Form
- P. Student Learning Coach (SLC) Observation Form
- Q. Teacher & Librarian Evaluation Form
- R. Teacher & Librarian Observation Form
- S. Teacher on Special Assignment (TOSA) Evaluation Form
- T. Teacher on Special Assignment (TOSA) Observation Form
- U. <http://ca-btsainduction.org/sites/ca-btsainduction.org/files/resources/uploads/Combined%20CSTP%20CTP%202014.pdf>

Appendix 2

FORMS FOR EVALUATION

- A. California Standards for the Teaching Profession (CSTP)
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California Standards for the Teaching Profession (CSTP) (2009)

Standard 1: Engaging and Supporting All Students In Learning

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Standard 2: Creating and Maintaining Effective Environments for Student Learning

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

Standard 3: Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction

**Twin Rivers Unified School District
CERTIFICATED EMPLOYEE IMPROVEMENT PLAN**

Name: _____ Site: _____ Position: _____ School Year: _____

CSTP NEEDING IMPROVEMENT	ACTION STEPS <i>(Provide detailed description)</i>	TIMELINE FOR COMPLETION	EVIDENCE	RESOURCES/SUPPORT	MET/NOT MET (DATE)

Comments: _____

- Date: _____ Continue on improvement plan
- Date: _____ Exit from improvement plan, based on a "meets" rating on evaluation

Employee's Signature _____ Date _____ Supervisor's Signature _____ Date _____

TRUE CBA Article 10.3.3.2 - A written improvement plan shall be provided when the member receives a "Does not Meet" rating on two (2) or more CSTP's in an Evaluation. An Evaluator or Supervisor, in consultation with the member, may provide a member with an Improvement Plan in order to reduce the risk of a "Does not Meet" rating. If the Member is placed on an Improvement Plan, the Evaluator must provide assistance and additional resources to implement the improvement recommendations that may include but is not limited to training, visits to model classrooms, and/or a mentor teacher. The Parties agree to meet and confer regarding a structured mentor support program.

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
CSTP GOAL SETTING FORM
Certificated Evaluation***

Name:	School Year:		
Site:	Evaluator:		
Subject/Grade:	Date of Observation:		
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent			
<ul style="list-style-type: none"> Identify your CSTP goal(s). Describe implementation plan(s). Determine evidence of growth. A minimum of one (1) goal is required. 			
GOAL	CSTP	IMPLEMENTATION PLAN	EVIDENCE OF GROWTH

Member's Signature _____ Date _____ Evaluator's Signature _____ Date _____

* One (1) goal is required. The formal evaluation process is based upon all six (6) California Standards for the Teaching Profession (CSTP).

Twin Rivers Unified School District
INFORMAL WALKTHROUGH FORM

Teacher Name: _____
 Grade/Class/Period: _____
 Date: _____

Time In: _____
 Time Out: _____

STANDARD	EVIDENCE OBSERVED
<p><u>CSTP 1: Engaging and Supporting all Students in Learning</u></p> <p>___ 1.1 Using knowledge of students to engage them in learning</p> <p>___ 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</p> <p>___ 1.3 Connecting subject matter to meaningful real-life contexts</p> <p>___ 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</p> <p>___ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection</p> <p>___ 1.6 Monitoring student learning and adjusting instruction while teaching</p>	
<p><u>CSTP 2: Creating and Maintaining Effective Environments for Student Learning</u></p> <p>___ 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</p> <p>___ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</p> <p>___ 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</p> <p>___ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</p> <p>___ 2.5 Developing, communicating, and maintaining high standards for individual and group behavior</p> <p>___ 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</p> <p>___ 2.7 Using instructional time to optimize learning</p>	
<p><u>CSTP 3: Understanding and Organizing Subject Matter for Student Learning</u></p> <p>___ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</p> <p>___ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>___ 3.3 Organizing curriculum to facilitate student understanding of the subject matter</p> <p>___ 3.4 Utilizing instructional strategies that are appropriate to subject matter</p> <p>___ 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>___ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>	

The purpose of this form is to document observed CSTP.

**Twin Rivers Unified School District
Counselor Evaluation Form**

Employee:		School Year:	
Site:		Evaluator:	
Date of Goal Setting Meeting:	Date(s) of Observation(s):	Date of Final Evaluation Conference:	
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent			
Overall Evaluation Rating:	Improvement Plan <input type="checkbox"/> Yes (<i>Improvement Plan Attached</i>) <input type="checkbox"/> No		
To qualify for the five (5) year evaluation cycle a counselor must: <ul style="list-style-type: none"> • Have taught with the Twin Rivers Unified School District more than 10 years. <input type="checkbox"/> Yes <input type="checkbox"/> No • Meet HQT criteria. <input type="checkbox"/> Yes <input type="checkbox"/> No • Have received an Overall Evaluation Rating* of <i>Met or Exemplar</i> on the previous and current evaluation cycles. <input type="checkbox"/> Yes <input type="checkbox"/> No 			
Recommend five (5) year evaluation cycle:			<input type="checkbox"/> Yes <input type="checkbox"/> No

Criteria A - Demonstrates Effective Instructional Techniques and Strategies <i>Standard: Design and Provide Consultation Regarding Intervention Strategies</i>	
<ul style="list-style-type: none"> • Demonstrates a range of intervention techniques and strategies. • Has a working knowledge of technology as it relates to student information systems. • Demonstrates knowledge of child development, counseling practices, and application thereof. • Uses strategies that acknowledge individual student needs, family backgrounds, and student development. • Interacts with students in a variety of appropriate environments, such as school campus or classroom. • Develops group presentations that encourage student interest and involvement. • Serves as a role model for students. • Assists staff in monitoring the effectiveness of behavior/academic interventions and instructional strategies and makes modifications as needed. • Along with administrative input, implements prevention and crisis intervention programs for individual school sites. 	
STANDARD RATING:	
Observable evidence/Comments:	

Criteria B Establishes and Maintains Suitable Learning Environment <i>Standard: Creates and Maintains Effective Learning Environments for Students</i>	
<ul style="list-style-type: none"> • Maintains standards and procedures that promote mutual respect, social development, and group responsibility. • Helps establish a culture in which student and staff diversity is valued. 	

* Previous evaluation language rating designated as (insert old language)

Criteria E

Fulfills Consulting/Collaboration Responsibilities

Standard: Consult/collaborate with parents, staff & agencies

- Solicits and responds to the concerns/interests of parents, staff and other agency personnel.
- Plans and conducts meetings in an organized and efficient manner which ensures fairness and equity of participation.
- Expresses concerns/interests in a positive, and productive manner.
- Follows through with general responsibilities and commitments in a timely manner.
- Interacts/works with families to develop home-school partnerships.
- Upon request, provides staff development activities consistent with area of expertise.

STANDARD RATING:

Cite objective and observable evidence / Comments:

Criteria F

Fulfills Duties and Professional Responsibilities

Standard: Developing as a Professional

- Reflects on practice and plans professional development opportunities which facilitate acquisition of professional goals.

STANDARD RATING:

Cite objective and observable evidence / Comments:

Summary:

Commendations:

Recommendations:

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
OBSERVATION FORM
Counselor Evaluation***

Employee:	School Year:
Site:	Evaluator:
Date of 1 st 2 nd Observation: (Circle One)	Post Observation Conference Date: Observation Form Provided On:
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1	<input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent
STANDARD	EVIDENCE OBSERVED
<p><u>Standard: Design and Provide Consultation Regarding Intervention Strategies</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Demonstrates a range of intervention techniques and strategies. <input type="checkbox"/> Has a working knowledge of technology as it relates to student information systems. <input type="checkbox"/> Demonstrates knowledge of child development, counseling practices, and application thereof. <input type="checkbox"/> Uses strategies that acknowledge individual student needs, family backgrounds, and student development. <input type="checkbox"/> Interacts with students in a variety of appropriate environments, such as school campus or classroom. <input type="checkbox"/> Develops group presentations that encourage student interest and involvement. <input type="checkbox"/> Serves as a role model for students. <input type="checkbox"/> Assists staff in monitoring the effectiveness of behavior/academic interventions and instructional strategies and makes modifications as needed. <input type="checkbox"/> Along with administrative input, implements prevention and crisis intervention programs for individual school sites. 	
<p><u>Standard: Creates and Maintains Effective Learning Environments for Students</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Maintains standards and procedures that promote mutual respect, social development, and group responsibility. <input type="checkbox"/> Helps establish a culture in which student and staff diversity is valued. <input type="checkbox"/> Works collaboratively to ensure that standards for student behavior are established early, clearly understood, and consistently enforced. <input type="checkbox"/> Contributes to school activities/programs that facilitate the school mission as specified in the School Site Plan. 	

*The purpose of this form is to document observed Standard.

Comments:

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

**Twin Rivers Unified School District
Language/Speech/Hearing Specialist Evaluation Form**

Employee:		School Year:	
Site:		Evaluator:	
Date of Goal Setting Meeting:	Date(s) of Observation(s):	Date of Final Evaluation Conference:	
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent			
Overall Evaluation Rating:	Improvement Plan <input type="checkbox"/> Yes (<i>Improvement Plan Attached</i>) <input type="checkbox"/> No		
To qualify for the five (5) year evaluation cycle a teacher must: <ul style="list-style-type: none"> • Have taught with the Twin Rivers Unified School District more than 10 years. <input type="checkbox"/> Yes <input type="checkbox"/> No • Meet HQT criteria. <input type="checkbox"/> Yes <input type="checkbox"/> No • Have received an Overall Evaluation Rating* of <i>Met or Exemplar</i> on the previous and current evaluation cycles. <input type="checkbox"/> Yes <input type="checkbox"/> No 			
Recommend five (5) year evaluation cycle:			<input type="checkbox"/> Yes <input type="checkbox"/> No

Identification and Evaluation of Speech and Language Disorders	
<ul style="list-style-type: none"> • Screening • Assessment – administration of a variety of diagnostic tools in the areas of articulation, language, fluency and voice • Determination of caseload (Eligibility Criteria) • Scheduling of caseload • Utilization of school records • Development of Professional Diagnostic Reports 	
	STANDARD RATING: _____
Observable evidence/Comments:	

Implementation of Therapy	
<ul style="list-style-type: none"> • Goals and objectives for students (IEP) • Daily lesson plans • Record keeping <ul style="list-style-type: none"> a. Maintains case records b. Compiles information for required reports c. Written referrals/letters to other professionals • Use of traditional and new techniques; exposure to a variety of therapy materials and programs • Development of Behavior Management Systems as it pertains to students on case load • Creativity in therapeutic approach 	
	STANDARD RATING: _____

* Previous evaluation language rating designated as *Satisfactory or Exceeds*.

Language/Speech/Hearing Specialist Evaluation Form p. 3

Recommendations:

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

The employee's signature does not necessarily indicate agreement with the evaluation ranking or its contents, but indicates that he/she has received a copy of the evaluation. The Member shall have ten (10) working days from receipt to attach a written response to an evaluation before it is placed in the Member's personnel file.

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
OBSERVATION FORM
Language/Speech/Hearing Specialist Evaluation***

Employee:	School Year:
Site:	Evaluator:
Date of 1 st 2 nd Observation: (Circle One)	Post Observation Conference Date: Observation Form Provided On:
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent	
STANDARD	EVIDENCE OBSERVED
<u>Identification and Evaluation of Speech and Language Disorders</u> <input type="checkbox"/> Screening <input type="checkbox"/> Assessment – administration of a variety of diagnostic tools in the areas of articulation, language, fluency and voice <input type="checkbox"/> Determination of caseload (Eligibility Criteria) <input type="checkbox"/> Scheduling of caseload <input type="checkbox"/> Utilization of school records <input type="checkbox"/> Development of Professional Diagnostic Reports	
<u>Implementation of Therapy</u> <input type="checkbox"/> Goals and objectives for students (IEP) <input type="checkbox"/> Daily lesson plans <input type="checkbox"/> Record keeping <ol style="list-style-type: none"> a. Maintains case records b. Compiles information for required reports c. Written referrals/letters to other professionals <input type="checkbox"/> Use of traditional and new techniques; exposure to a variety of therapy materials and programs <input type="checkbox"/> Development of Behavior Management Systems as it pertains to students on case load <input type="checkbox"/> Creativity in therapeutic approach	
<u>Professional Relationships and Personal Attributes</u> <input type="checkbox"/> Parents <input type="checkbox"/> School Personnel <input type="checkbox"/> Other professionals <input type="checkbox"/> Professional attitudes and ethics <input type="checkbox"/> Dependability and responsibility	

*The purpose of this form is to document observed Standard.

**Twin Rivers Unified School District
Nurse Evaluation Form**

Employee:		School Year:	
Site:		Evaluator:	
Date of Goal Setting Meeting:	Date(s) of Observation(s):	Date of Final Evaluation Conference:	
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent			
Overall Evaluation Rating:	Improvement Plan <input type="checkbox"/> Yes (<i>Improvement Plan Attached</i>) <input type="checkbox"/> No		
To qualify for the five (5) year evaluation cycle a teacher must: <ul style="list-style-type: none"> • Have taught with the Twin Rivers Unified School District more than 10 years. <input type="checkbox"/> Yes <input type="checkbox"/> No • Meet HQT criteria. <input type="checkbox"/> Yes <input type="checkbox"/> No • Have received an Overall Evaluation Rating* of <i>Met or Exemplar</i> on the previous and current evaluation cycles. <input type="checkbox"/> Yes <input type="checkbox"/> No 			
Recommend five (5) year evaluation cycle: <input type="checkbox"/> Yes <input type="checkbox"/> No			

Progress Towards the Established Mandates & Administrative Expectations	
<ul style="list-style-type: none"> • Provides mandated vision & hearing screening, referral & follow-up as necessary. • Assures adequate immunization status of students. • Provides health appraisals, screenings (eg. Scoliosis) and follow-up • Utilizes nursing and health assessment skills while advocating and supporting students (with learning and/or physical challenges) and their families with appropriate placement and care planning. • Contributes expertise and resource material in health education. • Provides personal health counseling. • Assists families in need to obtain medical care, resources for daily living and accessing those available resources. • Acts as liaison between the school community and community resources. • Provides health related input/expertise to other major support staff at school sites; eg. counseling services, psychological services, child welfare and attendance and school attendance review boards. 	
Observable evidence/Comments:	STANDARD RATING:

Non-Instructional Duties and Responsibilities
<ul style="list-style-type: none"> • Fulfills non-instructional duties as assigned; attends required meetings, maintains health records, medical and office equipment. • Demonstrates ability to work effectively and establish rapport with individuals and groups. • Communicates effectively orally and in writing.

* Previous evaluation language rating designated as *Satisfactory* or *Exceeds*.

Nurse Evaluation Form p. 3

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

The employee's signature does not necessarily indicate agreement with the evaluation ranking or its contents, but indicates that he/she has received a copy of the evaluation. The Member shall have ten (10) working days from receipt to attach a written response to an evaluation before it is placed in the Member's personnel file.

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
OBSERVATION FORM
Nurse Evaluation***

Employee:	School Year:
Site:	Evaluator:
Date of 1 st 2 nd Observation: (Circle One)	Post Observation Conference Date: Observation Form Provided On:
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1	<input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent
STANDARD	EVIDENCE OBSERVED
<p><u>Progress Towards the Established Mandates & Administrative Expectations</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides mandated vision and hearing screening, referral & follow-up as necessary. <input type="checkbox"/> Assures adequate immunization status of students. <input type="checkbox"/> Provides health appraisals, screenings (eg. Scoliosis) and follow-up. <input type="checkbox"/> Utilizes nursing and health assessment skills while advocating and supporting students (with learning and/or physical challenges) and their families with appropriate placement and care planning. <input type="checkbox"/> Contributes expertise and resource material in health education. <input type="checkbox"/> Provides personal health counseling. <input type="checkbox"/> Assists families in need to obtain medical care, resources for daily living and accessing those available resources. <input type="checkbox"/> Acts as liaison between the school community and community resources. <input type="checkbox"/> Provides health related input/expertise to other major support staff at school sites; eg. counseling services, psychological services, child welfare & attendance and school attendance review boards. 	
<p><u>Non-Instructional Duties and Responsibilities</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Fulfills non-instructional duties as assigned; attends required meetings, maintains health records, medical and office equipment. <input type="checkbox"/> Demonstrates ability to work effectively and establish rapport with individuals and groups. <input type="checkbox"/> Communicates effectively orally and in writing <input type="checkbox"/> As the licensed RN, credentialed school nurse, demonstrates ability to oversee, train and supervise health assistants (unlicensed assistive personnel). <input type="checkbox"/> Demonstrates the ability to organize and plan work. 	

*The purpose of this form is to document observed Standard.

Twin Rivers Unified School District Program Specialist Evaluation Form

Employee:		School Year:	
Site:		Evaluator:	
Date of Goal Setting Meeting:	Date(s) of Observation(s):	Date of Final Evaluation Conference:	
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent			
Overall Evaluation Rating:	Improvement Plan <input type="checkbox"/> Yes (<i>Improvement Plan Attached</i>) <input type="checkbox"/> No		
To qualify for the five (5) year evaluation cycle a teacher must: <ul style="list-style-type: none"> • Have taught with the Twin Rivers Unified School District more than 10 years. <input type="checkbox"/> Yes <input type="checkbox"/> No • Meet HQT criteria. <input type="checkbox"/> Yes <input type="checkbox"/> No • Have received an Overall Evaluation Rating* of <i>Met or Exemplar</i> on the previous and current evaluation cycles. <input type="checkbox"/> Yes <input type="checkbox"/> No 			
Recommend five (5) year evaluation cycle:			<input type="checkbox"/> Yes <input type="checkbox"/> No

<ul style="list-style-type: none"> • Works effectively with teachers, administrators, district staff, and community. • Demonstrates content and pedagogical expertise and professionalism. • Provides professional development and coaching which contributes to increased student achievement. • Contributes to a positive team environment. • Understands and works to further site/District vision and policies. • Participates in and leads professional growth activities. • Actively provides resources and/or mentorship to teachers and administrators. • Demonstrates content and pedagogical expertise, legal program compliance, and professionalism. • Fulfills requirements of job description.
STANDARD RATING:
Observable evidence/Comments:

Summary:

* Previous evaluation language rating designated as *Satisfactory or Exceeds*.

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
OBSERVATION FORM
Program Specialist Evaluation**

Employee:	School Year:
Site:	Evaluator:
Date of 1 st 2 nd Observation: (Circle One)	Post Observation Conference Date: Observation Form Provided On:
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent	
STANDARD	EVIDENCE OBSERVED
<input type="checkbox"/> Works effectively with teachers, administrators, district staff, and community. <input type="checkbox"/> Demonstrates content and pedagogical expertise and professionalism. <input type="checkbox"/> Provides professional development and coaching which contributes to increased student achievement. <input type="checkbox"/> Contributes to a positive team environment. <input type="checkbox"/> Understands and works to further site/District vision and policies. <input type="checkbox"/> Participates in and leads professional growth activities. <input type="checkbox"/> Actively provides resources and/or mentorship to teachers and administrators. <input type="checkbox"/> Demonstrates content and pedagogical expertise, legal program compliance, and professionalism. <input type="checkbox"/> Fulfills requirements of job description.	

STANDARD	EVIDENCE OBSERVED
Comments:	

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

*The purpose of this form is to document observed Standards.

School Psychologist Evaluation Form p. 2

Recommendations:

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

The employee's signature does not necessarily indicate agreement with the evaluation ranking or its contents, but indicates that he/she has received a copy of the evaluation. The Member shall have ten (10) working days from receipt to attach a written response to an evaluation before it is placed in the Member's personnel file.

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
OBSERVATION FORM
School Psychologist Evaluation**

Employee:	School Year:
Site:	Evaluator:
Date of 1 st 2 nd Observation: (Circle One)	Post Observation Conference Date: Observation Form Provided On:
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent	
STANDARD	EVIDENCE OBSERVED
<input type="checkbox"/> Works effectively with students and parents/families. <input type="checkbox"/> Demonstrates expertise when consulting with teachers and administrators. <input type="checkbox"/> Provides insightful feedback on referrals. <input type="checkbox"/> Provides meaningful contributions at school staff meetings (IEP/ SST, etc.). <input type="checkbox"/> Establishes positive working relationships with staff. <input type="checkbox"/> Participates in professional growth activities; shares with staff. <input type="checkbox"/> Understands district issues and influences affecting psychological services; attempts to influence in a positive way. <input type="checkbox"/> Provides assessment results, interprets the data, and recommends appropriate placement in special education IEP meetings.	

STANDARD	EVIDENCE OBSERVED
Comments:	

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

*The purpose of this form is to document observed Standard.

**Twin Rivers Unified School District
Student Learning Coach Evaluation Form**

Employee:		School Year:	
Site:		Evaluator:	
Date of Goal Setting Meeting:	Date(s) of Observation(s):	Date of Final Evaluation Conference:	
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent			
Overall Evaluation Rating:	Improvement Plan <input type="checkbox"/> Yes (<i>Improvement Plan Attached</i>) <input type="checkbox"/> No		
To qualify for the five (5) year evaluation cycle a teacher must: <ul style="list-style-type: none"> • Have taught with the Twin Rivers Unified School District more than 10 years. <input type="checkbox"/> Yes <input type="checkbox"/> No • Meet HQT criteria. <input type="checkbox"/> Yes <input type="checkbox"/> No • Have received an Overall Evaluation Rating* of <i>Met or Exemplar</i> on the previous and current evaluation cycles. <input type="checkbox"/> Yes <input type="checkbox"/> No 			
Recommend five (5) year evaluation cycle:			<input type="checkbox"/> Yes <input type="checkbox"/> No

Consultation & Direct Pupil Services	
<ul style="list-style-type: none"> • Provides coaching and support for classroom teachers. • Assists with managing the data collection process & analyzing student data. • Aligns and integrates before/after-school interventions, the core curriculum and other supplemental instructional services. • Provides direct instructional services for students during before/after-school programs. 	
Observable evidence/Comments:	STANDARD RATING:

Program Leadership	
<ul style="list-style-type: none"> • Collaborates with school personnel, parents, and community agencies to improve the quality of student outcomes - developing solutions and improving instruction. • Assists with school-site curriculum development, implementation, and monitoring. • Participates in the development and coordination of activities related to pilots assigned to the school site. • Provides understanding and interpretation of school instructional programs to members of the community. • Maintains a current knowledge base of literature and research in curriculum and instruction. 	
Observable evidence / Comments:	STANDARD RATING:

* Previous evaluation language rating designated as *Satisfactory or Exceeds*.

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
OBSERVATION FORM
Student Learning Coach Evaluation***

Employee:	School Year:
Site:	Evaluator:
Date of 1 st 2 nd Observation: (Circle One)	Post Observation Conference Date: Observation Form Provided On:
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent	
STANDARD	EVIDENCE OBSERVED
<u>Consultation & Direct Pupil Services</u> <input type="checkbox"/> Provides coaching and support for classroom teachers. <input type="checkbox"/> Assists with managing the data collection process & analyzing student data. <input type="checkbox"/> Aligns and integrates before/after-school interventions, the core curriculum and other supplemental instructional services. <input type="checkbox"/> Provides direct instructional services for students during before/after-school programs.	
<u>Program Leadership</u> <input type="checkbox"/> Collaborates with school personnel, parents, and community agencies to improve the quality of student outcomes - developing solutions and improving instruction. <input type="checkbox"/> Assists with school-site curriculum development, implementation, and monitoring. <input type="checkbox"/> Participates in the development and coordination of activities related to pilots assigned to the school site. <input type="checkbox"/> Provides understanding and interpretation of school instructional programs to members of the community. <input type="checkbox"/> Maintains a current knowledge base of literature and research in curriculum and instruction.	
<u>Fulfills Instructional Duties and Professional Responsibilities</u> <input type="checkbox"/> Reflects on teaching practice and plans professional development. <input type="checkbox"/> Establishes professional goals and pursues opportunities to grow professionally. <input type="checkbox"/> Works with community to improve professional practices. <input type="checkbox"/> Interacts/works with families to develop home-school partnerships to improve practices. <input type="checkbox"/> Works/collaborates with colleagues to improve professional practice. <input type="checkbox"/> Balances professional responsibilities and maintains motivation.	

*The purpose of this form is to document observed Standard.

**Twin Rivers Unified School District
Teacher & Librarian Evaluation Form**

Employee:		School Year:	
Site:		Evaluator:	
Date of Goal Setting Meeting:	Date(s) of Observation(s):	Date of Final Evaluation Conference:	
<input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary 1	<input type="checkbox"/> Probationary 2	<input type="checkbox"/> Permanent
Overall Evaluation Rating:	Improvement Plan <input type="checkbox"/> Yes (<i>Improvement Plan Attached</i>) <input type="checkbox"/> No		
To qualify for the five (5) year evaluation cycle a teacher must:			
• Have taught with the Twin Rivers Unified School District more than 10 years.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Meet HQT criteria.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
• Have received an Overall Evaluation Rating* of <i>Met or Exemplar</i> on the previous and current evaluation cycles.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Recommend five (5) year evaluation cycle:		<input type="checkbox"/> Yes	<input type="checkbox"/> No

STANDARD 1: Engaging and Supporting All Students in Learning	
<ul style="list-style-type: none"> • Using knowledge of students to engage them in learning. • Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests. • Connecting subject matter to meaningful real-life contexts. • Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs. • Promoting critical thinking through inquiry, problem solving, and reflection. • Monitoring student learning and adjusting instruction while teaching. 	
STANDARD RATING:	
Observable evidence/Comments:	

STANDARD 2: Creating and Maintaining Effective Environments for Student Learning
<ul style="list-style-type: none"> • Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully. • Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. • Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe. • Creating a rigorous learning environment with high expectations and appropriate support for all students. • Developing, communicating, and maintaining high standards for individual and group behavior. • Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.

* Previous evaluation language rating designated as *Satisfactory or Extraordinary*.

STANDARD 5: Assessing Students for Learning

- Involving all students in self-assessment, goal setting, and monitoring progress.
- Using available technologies to assist in assessment, analysis, and communication of student learning.
- Using assessment information to share timely and comprehensible feedback with students and their families.

STANDARD RATING:

Cite objective and observable evidence / Comments:

STANDARD 6: Developing as a Professional Educator

- Reflecting on teaching practice in support of student learning.
- Establishing professional goals and engaging in continuous and purposeful professional growth and development.
- Collaborating with colleagues and the broader professional community to support teacher and student learning Working with families to support student learning.
- Engaging local communities in support of the instructional program.
- Managing professional responsibilities to maintain motivation and commitment to all students.
- Demonstrating professional responsibility, integrity and ethical conduct.

STANDARD RATING:

Cite objective and observable evidence / Comments:

Summary:

Commendations:

Recommendations:

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
OBSERVATION FORM
Teacher & Librarian Evaluation***

Employee:	School Year:
Site:	Evaluator:
Date of 1 st 2 nd Observation: (Circle One)	Post Observation Conference Date: Observation Form Provided On:
<input type="checkbox"/> Temporary	<input type="checkbox"/> Probationary 1
STANDARD	
CSTP 1: Engaging and Supporting all Students in Learning	EVIDENCE OBSERVED
<input type="checkbox"/> Using knowledge of students to engage them in learning. <input type="checkbox"/> Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests. <input type="checkbox"/> Connecting subject matter to meaningful real-life contexts. <input type="checkbox"/> Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs. <input type="checkbox"/> Promoting critical thinking through inquiry, problem solving, and reflection, <input type="checkbox"/> Monitoring student learning and adjusting instruction while teaching.	
CSTP 2: Creating and Maintaining Effective Environments for Student Learning	
<input type="checkbox"/> Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully. <input type="checkbox"/> Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. <input type="checkbox"/> Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe. <input type="checkbox"/> Creating a rigorous learning environment with high expectations and appropriate support for all students. <input type="checkbox"/> Developing, communicating, and maintaining high standards for individual and group behavior. <input type="checkbox"/> Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. <input type="checkbox"/> Using instructional time to optimize learning.	
CSTP 3: Understanding and Organizing Subject Matter for Student Learning	
<input type="checkbox"/> Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks. <input type="checkbox"/> Applying knowledge of student development and proficiencies to ensure student understanding of subject matter. <input type="checkbox"/> Organizing curriculum to facilitate student understanding of the subject matter. <input type="checkbox"/> Utilizing instructional strategies that are appropriate to subject matter. <input type="checkbox"/> Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. <input type="checkbox"/> Addressing the needs of English learners and students with special needs to provide equitable access to the content.	

*The purpose of this form is to document observed CSTP.

**Twin Rivers Unified School District
Teacher on Special Assignment (TOSA) Evaluation Form**

Employee:		School Year:	
Site:		Evaluator:	
Date of Goal Setting Meeting:	Date(s) of Observation(s):	Date of Final Evaluation Conference:	
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent			
Overall Evaluation Rating:	Improvement Plan <input type="checkbox"/> Yes (<i>Improvement Plan Attached</i>) <input type="checkbox"/> No		
To qualify for the five (5) year evaluation cycle a teacher must: <ul style="list-style-type: none"> • Have taught with the Twin Rivers Unified School District more than 10 years. <input type="checkbox"/> Yes <input type="checkbox"/> No • Meet HQT criteria. <input type="checkbox"/> Yes <input type="checkbox"/> No • Have received an Overall Evaluation Rating* of <i>Met or Exemplar</i> on the previous and current evaluation cycles. <input type="checkbox"/> Yes <input type="checkbox"/> No 			
Recommend five (5) year evaluation cycle:			<input type="checkbox"/> Yes <input type="checkbox"/> No

Consultation & Direct Teacher Support	
<ul style="list-style-type: none"> • Provides coaching. • Supports classroom teachers consulting and collaboration. • Assists with analyzing student data for instructional support. • Aligns and integrates the core curriculum and other supplemental instructional resources. 	
	STANDARD RATING:
Observable evidence/Comments:	

Leadership	
<ul style="list-style-type: none"> • Supports with school personnel to improve the quality of student outcomes in an effort to develop solutions and improve instruction. • Assists with school-site curriculum development, implementation, and monitoring. • Provides an understanding and interpretation of instructional programs and initiatives to instructional staff. • Participates in professional development in order to maintain a current knowledge base of literature and research in curriculum and instruction. 	
	STANDARD RATING:
Observable evidence / Comments:	

* Previous evaluation language rating designated as *Satisfactory* or *Exceeds*.

**TWIN RIVERS UNIFIED SCHOOL DISTRICT
OBSERVATION FORM
Teacher on Special Assignment Evaluation***

Employee:	School Year:
Site:	Evaluator:
Date of 1 st 2 nd Observation: (Circle One)	Post Observation Conference Date: Observation Form Provided On:
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Permanent	
STANDARD	EVIDENCE OBSERVED
<p><u>Standard: Consultation & Direct Teacher Support</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Provides coaching. <input type="checkbox"/> Supports classroom teachers consulting and collaboration. <input type="checkbox"/> Assists with analyzing student data for instructional support. <input type="checkbox"/> Aligns and integrates the core curriculum and other supplemental instructional resources. 	
<p style="text-align: center;"><u>Standard: Leadership</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Supports with school personnel to improve the quality of student outcomes in an effort to develop solutions and improve instruction. <input type="checkbox"/> Assists with school-site curriculum development, implementation, and monitoring. <input type="checkbox"/> Provides an understanding and interpretation of instructional programs and initiatives to instructional staff. <input type="checkbox"/> Participates in professional development in order to maintain a current knowledge base of literature and research in curriculum and instruction. 	

<p><u>Standard: Developing as a Professional Educator</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Reflects on teaching practice in support of student learning. <input type="checkbox"/> Plans professional development. <input type="checkbox"/> Establishes professional goals and engages in continuous and purposeful professional growth and development. <input type="checkbox"/> Collaborates with colleagues and the broader professional community to support teacher and student learning. <input type="checkbox"/> Balances professional responsibilities and maintains motivation. <input type="checkbox"/> Demonstrates professional responsibility, integrity, and ethical conduct. 	
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*The purpose of this form is to document observed Standard.