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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
AND THE
SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY
ASSOCIATION/CTA/NEA

2021-2024

(Revised April 2024)

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1 **TABLE OF CONTENTS**

2 **Article Page**

3 **ARTICLE 1 PREAMBLE AND RECOGNITION 1**

4 1.1 Preamble 1

5 1.2 Recognition 1

6 **ARTICLE 2 COMPENSATION 3**

7 2.1 Wages 3

8 2.2 Longevity 3

9 2.3 Doctorate Degree 3

10 2.4 Step Advancement 3

11 2.5 Extra Pay Assignments 4

12 2.6 Preparation Period Teaching Assignment6

13 2.7 Employee Benefits Program6

14 2.8 Employee Retirement Benefits9

15 2.9 Mileage9

16 2.10 Personal Property Damage Reimbursement 9

17 2.11 Student Teacher Payment 10

18 **ARTICLE 3 JOINT COUNCILS 11**

19 3.1 Faculty, Management Council (FMC) 11

20 3.2 Budget Committee11

21 3.3 Local Control Accountability Plan11

22 **ARTICLE 4 HOURS 13**

23 4.1 Workday 13

24 4.2 Work Year 14

25 4.3 Preparation Periods 16

26 4.4 Campus Supervision 17

27 4.5 School Calendar Consultation 18

28 4.6 Schedules 18

1 4.7 Job Share Provisions 19

2 **ARTICLE 5 TRANSFER/REASSIGNMENT** 20

3 5.1 Transfer/Reassignment 20

4 **ARTICLE 6 LEAVES** 23

5 6.1 Leaves of Absence – General 23

6 6.2 In-Lieu Policy 23

7 6.3 Sick Leave 24

8 6.4 Personal Necessity 25

9 6.5 Bereavement 26

10 6.6 Catastrophic Leave Bank 26

11 6.6.1 Catastrophic Leave Bank – Creation 26

12 6.6.2 Catastrophic Leave Bank Eligibility and Contributions27

13 6.6.3 Catastrophic Leave Bank Cancellation.....27

14 6.6.4 Administration of the Catastrophic Leave Bank28

15 6.6.6 Withdrawal from the Bank29

16 6.7 Family Care and Medical Leave32

17 6.8 Sabbatical Leave32

18 6.9 Jury Duty 34

19 6.10 Association Leave 34

20 6.11 Leave of Absence Without Pay 34

21 6.12 Absence Without Leave 36

22 **ARTICLE 7 EVALUATION PROCEDURES** 37

23 7.1 Evaluation 37

24 7.2 Observations 37

25 **ARTICLE 8 PEER ASSISTANCE AND REVIEW** 39

26 **ARTICLE 9 PERSONNEL RECORDS/PUBLIC CHARGES** 40

27 9.1 Personnel Files 40

28 9.2 Public Charges 40

1	ARTICLE 10 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT	42
2	10.1 Individual Contracts of Employment	41
3	10.2 Notification of Rights	42
4	10.3 Personal and Academic Freedom	42
5	10.4 Sexual Harassment and Discrimination	43
6	10.5 Reporting an Assault	44
7	10.6 Safe and Healthful Workplace	44
8	10.7 Hepatitis Vaccinations	45
9	10.8 Suspension of Pupils from Classroom	45
10	10.9 Notification to Unit Members of Students with a History of Violent Behavior	45
11	10.10 Physical or Psychiatric Examinations	46
12	10.11 Job-Related Liability Protection	46
13	10.12 Specialized Student Health Care	46
14	10.13 Copies of the Agreement	46
15	ARTICLE 11 CLASSROOM AIDES AND STUDENT TEACHERS	47
16	11.1 Classroom Aides	47
17	11.2 Assignment of Student Teachers	47
18	ARTICLE 12 SHARED DECISION MAKING	48
19	12.1 Shared Decision Making (SDM) Site Council	48
20	ARTICLE 13 MEMBERSHIP DUES	50
21	13.1 Membership Dues	50
22	ARTICLE 14 GRIEVANCE PROCEDURE	52
23	14.1 Grievance Procedure	52
24	14.1.2 Informal Problem Solving	52
25	14.1.3 Formal Grievance Procedure	52
26	14.1.3.1 Level I	53
27	14.1.3.2 Level II	53
28	14.1.3.3 Level III	53

1 14.1.3.4 Level IV 53

2 14.1.3.5 Level V 54

3 14.1.4 General Provisions 54

4 **ARTICLE 15 HIRING RATIO** 57

5 15.1 Hiring Ratio 57

6 15.2 Class Size Limits 57

7 15.3 Interview Process 57

8 **ARTICLE 16 CONCLUSION** 59

9 16.1 Savings Provisions 59

10 16.2 Maintenance of Benefits 59

11 16.3 Support of Agreement 59

12 16.4 Term of Agreement 59

13 16.5 Completion of Negotiations 60

14 **RATIFIED AND ACCEPTED** 61

15

16 **APPENDIX A CERTIFICATED SALARY SCHEDULE**

17 **APPENDIX B DEFINITIONS**

18 **APPENDIX C ADJUNCT DUTIES**

19 **APPENDIX D EVALUATION FORMS PACKAGE**

20 **APPENDIX E UNIFORM SCHOOL SITE SCHEDULE**

21 **APPENDIX F SDM OVERSIGHT BY-LAWS**

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ARTICLE 1

PREAMBLE AND RECOGNITION

1.1 Preamble

1.1.1 This Collective Bargaining Agreement (“Agreement”) is entered into by and between the **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT** (herein the “District” or “Employer”) and the **SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT FACULTY ASSOCIATION/CTA/NEA** (herein the “Association”) recognized as the Exclusive Representative pursuant to Chapter 10.7, §3540 through §3549 of Division 4 of Title One of the Government Code (the “Act”) (See Appendix B).

1.1.2 This Agreement shall supersede any District rule, policy, regulation , and/or any practice which is contrary to or inconsistent with the terms of this Agreement except MOUs.

1.2 Recognition

1.2.1 The District recognizes the Association as the exclusive bargaining agent for the following certificated employees of the District:

- Administrative Intern - Part-Time
- Athletic Directors
- Activities Directors
- Coordinators
- Counselors
- District/SELPA Liaison
- Librarians
- Nurses
- Psychologists
- Speech Language Therapists
- Teachers – Full-Time
- Teachers – Part-Time
- Teachers on Special Assignment
- Teachers – Temporary

and excluding all other positions not designated, including, but not limited to:

- Administrative Interns – Full-Time
- Adult Education Teachers
- Assistant Principals
- Assistant Superintendents
- Deans
- Directors
- Hourly - Contracted
- Independent Study Teachers
- School Principals

1 Student Teachers
2 Substitute Teachers working less than 75% of the school year
3 Summer School Teachers
4 Superintendent

4 1.2.2 The Association and the District agree that the unit is appropriate.

5 1.3 The text of California statutes referenced in this Agreement, including the Education Code,
6 Government Code, and Labor Code, may be accessed online at <http://leginfo.legislature.ca.gov/>
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ARTICLE 2
COMPENSATION

2.1 Wages

2.1.1 Salary Schedule: The Certificated Salary Schedules are attached to this Agreement as Appendix A. For the 2023-2024 school year, the Certificated Salary Schedule shall be increased by eight and twenty two hundredths percent (8.22%) retroactive to July 1, 2023, and shall be paid to active bargaining unit members employed as of date of ratification of this agreement by the Board of Trustees. Unit members shall receive a one-time, off-schedule payment equal to 3% of each eligible member's annual base salary based on the updated salary schedule. Unit members must be in active status on the date of Board approval in order to be eligible for this payment.

2.2 Longevity

2.2.1 Unit members will earn longevity steps at sixteen (16), nineteen (19) and twenty-two (22) or more years (accredited time, based on placement on the District salary schedule).

2.3 Doctorate Degree

2.3.1 One thousand five hundred dollars(\$1,500.00) will be added to Column V of the salary schedule for an earned doctorate from an accredited college or university.

2.4 Step Advancement/Placement

2.4.1 A unit member will advance on the salary schedule upon the completion of seventy-five percent (75%) service during the school year in the District. A unit member must work two (2) consecutive semesters in order to advance on the salary schedule.

2.4.2 For employees newly hired to the District beginning with the 2021-22 school year, experience outside the District shall be granted on a year-for-year basis up to ten (10) years of experience. The highest initial placement for teachers hired subsequent to July 1, 2021, will be Step 11. A year of experience shall represent no less than seventy-five percent (75%) of the days of required service for one given year. Experience shall be within the last fifteen (15) years. (ex: A hiree who has ten (10) years of experience and then a five (5)

1 year break shall be granted ten (10) years of experience. That same hire with a seven (7)
2 year break would be granted eight (8) years of experience.

3 **2.5 Extra Pay Assignments**

4 2.5.1 During the term of this Agreement, the extra-pay positions listed in paragraphs 2.5.2
5 through 2.5.4, below shall be based upon a percentage of step 1, column I, on the Salary
6 Schedule.

7 2.5.2 Department Chair and Delta Curriculum Council Liaison stipends shall be established at
8 the following:

9 Department Chair:

10 6.0 FTE's and below 9.0%

11 6.01 FTE's to 10.0 FTE's 9.5%

12 Above 10.0 FTE's 10.0%

13 Delta Curriculum Council Liaison 2.0%

14 Department Chairs may share the duties and stipends for the position, Delta CCLs may not.

15 2.5.3 Activity stipends shall be established at the following:

16	Activity Director	7.5%
17	Ag Judging Team Advisors	7.5%
18	AVID Grade 9 (limit of one stipend per teacher per grade level)	5.5%
19	AVID Grade 10 (limit of one stipend per teacher per grade level)	5.5%
20	AVID Grade 11 (limit of one stipend per teacher per grade level)	5.5%
21	AVID Grade 12 (limit of one stipend per teacher per grade level)	5.5%
22	Class Advisor-Grade 9	2.0%
23	Class Advisor-Grade 10	2.0%
24	Class Advisor-Grade 11	5.0%
25	Class Advisor-Grade 12	7.0%
26	Dance Team Advisors	5.5%
27	Drama Coach	7.0%
28	FBLA/DECA Advisors	7.0%
	FCCLA Advisors	7.0%
	FOL (Focus Group Leaders)	6.5%
	FOL Head	8.0%
	HOSA Advisors	7.0%
	Intramural (2 per Comp site/1 DHS)	5.8%
	Journalism	7.0%
	Marimba/Ballet Folklorico	7.0%
	MESA Advisor	6.0%
	Music (Instrumental)	7.0%

1	Music (Vocal)	6.5%
2	SKILLS USA Advisors	7.0%
3	Song & Cheer	7.0%
4	Speech/Debate, or Mock Trial	6.0%
5	Teacher Induction Program	11.1%
6	TSA Advisors	7.0%
7	Yearbook	7.0%
8	Winter Guard Advisors	5.5%

2.5.4 Coaching stipends shall be established at the following:

Assistant Varsity, Head JV, and Head Frosh will be seventy-five percent (75%) of the stipend. Assistant JV and Assistant Frosh will be fifty percent (50%) of the stipend. There will be an extra five hundred dollar (\$500.00) stipend for on-site coaches who coach two (2) or more sports per school year.

10	Assistant Athletic Director	7.0% per season
11	Baseball	8.5%
12	Head Varsity	
13	Assistant Varsity	
14	Head JV	
15	Head Frosh	
16	Basketball	9.0%
17	Head Varsity	
18	Head JV	
19	Head Frosh	
20	Cross Country	7.0%
21	Football	9.5%
22	Head Varsity	
23	Assistant Varsity (3)	
24	Head JV	
25	Assistant JV	
26	Head Frosh	
27	Assistant Frosh	
28	Flag Football	7.5%
29	Golf	7.0%
30	Head Varsity	
31	Soccer	7.5%
32	Head Varsity	
33	Head JV	
34	Softball	8.5%
35	Head Varsity	
36	Assistant Varsity	
37	Head JV	
38	Swimming	7.0%
39	Head Varsity	
40	Head JV	
41	Tennis	7.0%
42	Head Varsity	

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Head JV	
Track	8.0%
Head Varsity	
Head JV	
Volleyball	7.5%
Head Varsity	
Head JV	
Water Polo	7.5%
Head Varsity	
Head JV	
Wrestling	8.5%
Head Varsity	
Head JV	

2.5.5 The school sites may desire to hire hourly certificated teachers as tutors after school. The District recognizes the need to start as early as possible after school to attract students to the program and avoid delay until 3:10 p.m. Therefore faculty members may tutor for the hourly pay rate after the last regularly scheduled class of the day.

2.5.6 Extra-pay positions listed in this paragraph shall be compensated as specified:

After School Tutor	\$30.00/hr
PAR Mentor	\$30.00/hr

All other hourly positions except summer school.

2.5.7 Preference for summer school positions and all other extra pay assignments including, but not limited to, positions listed in section 2.5, inclusive, shall be given to unit members.

2.6 Preparation Period Teaching Assignment

2.6.1 A teacher who is requested and agrees to teach a regular class offering during a scheduled preparation period shall be compensated at twenty percent (20%) of his or her regular daily rate of pay for each semester of the assignment.

2.7 Employee Benefits Program

2.7.1 The District shall make contributions for qualified medical, dental, vision, life, and long-term disability insurance programs and coverages. Each unit member's contribution obligation for the medical insurance is determined by the level of coverage (single, two

1 party, family) that is selected and FTE. Employees must enroll in the medical plan to
2 qualify for dental and vision.

3 2.7.1.1 Beginning with the plan year January 1, 2023 for the tenthly District contribution
4 to medical insurance on behalf of each full-time employee is as follows:

- 5 • Single (employee only) – seven hundred ninety-nine dollars and twelve cents
6 (\$799.12);
- 7 • Two-party (employee and one [1] dependent) - one thousand six hundred
8 twenty-two dollars and twenty three cents (\$1,622.23);
- 9 • Family (employee and two [2] or more dependents) - two thousand one
10 hundred eleven dollars and thirty cents (\$2,111.30).

11 2.7.1.2 Each employee is responsible for the difference between the District contribution
12 and the monthly cost of the selected health benefit plans.

13 2.7.1.3 If the District achieves a savings in the per-member contributions as a result of
14 an employee electing an insurance plan coverage that costs less than the District's
15 contribution for coverage in which the employee is enrolled, the savings shall be
16 reallocated to the employee on their monthly paycheck.

17 2.7.2 The following special provisions are related to the employee insurance benefits program.

18 2.7.2.1 Permanent probationary and temporary employees .40 FTE to 1.0 FTE, shall
19 have the option to participate in the employee benefits program and shall have
20 District health and welfare plan contributions pro-rated in accordance with the
21 following schedule:

- 22 .80 and above 100% of District contribution
- 23 .60 to .79 75% of District contribution
- 24 .50 to .59 50% of District contribution
- 25 .40 to .49 0% of District contribution
- 26 0 to .39% Not able to participate

2.7.3 If a unit member and spouse/domestic partner are employed .80 FTE or greater prior to January 1, 2008 and are covered by this Agreement, the unit members' contribution obligation is waived if they enroll as subscriber and dependent on a two (2)-party or family plan prior to January 1, 2008. If the unit member and spouse/domestic partner elect to have separate health and welfare plans, each unit member shall be responsible for the contribution obligation of the plan the unit member selects at the same rate as any other unit member. Once each unit member becomes a subscriber, the unit member must remain a subscriber as long as the unit member remains an employee of the District and the unit member's contribution obligation is no longer waived. If one unit member is full-time (at least .80 FTE) and the spouse/domestic partner is part-time, the following calculation applies:

Spouse/Domestic Partner FTE Unit	District Contribution of Member's Contribution
.60 FTE	87.5%
.40 FTE	75.0%

2.7.4 The District agrees to establish a Benefits Committee which shall include three (3) members appointed by the Association Executive Board and two (2) members appointed by the District. CSEA shall also have the opportunity to appoint three (3) members at its election.

2.7.4.1 The Committee shall meet on or before May 1st of each year to establish a meeting schedule, which shall include at least two (2) meetings, for that year and shall make recommendations to the Faculty Association. The Committee shall publish their recommendation by July 20.

2.7.4.2 The Faculty Association may make a recommendation regarding the designation of their health benefits provider to the District by August 12.

1 **2.8 Employee Retirement Benefits**

2 2.8.1 Unit members must be vested in the District for ten (10) years in order to receive a District
3 contribution toward retiree benefits offered by the District.

4 2.8.2 Effective March 1, 1990, retiring unit members have the option of continuing to receive
5 fully paid District health and welfare benefits for single-party coverage, or; participate in
6 the health and welfare benefit plan as if they were active employees. Retirees choosing the
7 latter shall be responsible for current co-payments of premiums.

8 2.8.3 The District will pay one hundred percent (100%) of retiree only coverage for medical,
9 dental and vision insurance until the retiree is eligible for Medicare or attains age sixty-
10 five (65).

11 2.8.4 In accordance with Ed Code 7000, the District will continue health, dental and vision
12 insurance benefits until the retiree is eligible for Medicare or attains age sixty-five (65) at
13 the retiree's expense.

14 2.8.5 Retirees/spouses wishing to continue coverage after age sixty-five (65), may enroll in
15 medical, dental and vision insurance at their own expense with open enrollment
16 restrictions.

17 **2.9 Mileage**

18 2.9.1 Unit members who use their own transportation in the performance of their duties, and unit
19 members who are assigned to more than one (1) school per day, shall be reimbursed for all
20 such travel at the current Internal Revenue Service allowable rate per mile. Unit members
21 who use their personal transportation for approved field trips or other approved District
22 business shall receive the benefits provided in this section.

23 **2.10 Personal Property Damage Reimbursement**

24 2.10.1 The District will consider requests for reimbursement for damages or loss to personal
25 property used in the course of employment. Such use must have prior written District
26 approval and must not involve culpability on the part of the unit member. The District and
27 the Association agree to review methods to protect unit members' personal property.
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2.11 Student Teacher Payment

2.11.1 A unit member who accepts the responsibility for a student teacher shall be paid the student teacher fee offered by the sponsoring educational institution.

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ARTICLE 3

JOINT COUNCILS

3.1 Faculty, Management Council (FMC)

3.1.1 The purpose of FMC is to facilitate communication within the District and to problem-solve on an informal and expeditious basis. The FMC will consist of the President of the Association along with one (1) teacher from each of the comprehensive sites (appointed by the Association Executive Board) the Superintendent, and two (2) other management employees (appointed by the Superintendent).

3.1.2 FMC will meet once per month with logistics to be determined by the Superintendent and the President. All agenda items will be submitted to the other party at least three (3) days in advance of the scheduled meeting date. No item relating to a specific school site may be placed on the agenda unless the issue has been addressed by the School Site Principal.

3.2 Budget Committee

3.2.1 The District and the Association agree to establish a Budget Committee which shall include two (2) teachers appointed by the Association Executive Board and two (2) administrators.

3.2.2 The Committee will serve in an advisory capacity to assist in preparation of the proposed budget for the June Board meeting. The Committee will meet at least monthly, as needed, decided by the committee, to receive information and make recommendations to the District on budget priorities.

3.3 Local Control Accountability Plan

3.3.1 Bargaining unit members, on all District LCAP committees, shall be appointed by the Association Executive Board.

3.3.1.2 There will be at least four (4) bargaining unit members on the District LCAP Steering Committee. Each bargaining unit member at this committee meeting(s) will have the opportunity to provide input on all LCAP Goals.

3.3.2 Following the initial meeting of the LCAP Steering Committee to begin the Annual Update Template process, the District will meet with up to five (5) members appointed by the

Association Executive Board to receive input on behalf of their constituency. The meeting shall be held within three (3) weeks of the initial Steering Committee meeting.

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1 **ARTICLE 4**

2 **HOURS**

3 **4.1 Workday**

4 4.1.1 Except as modified elsewhere in this Agreement, the normal work day for full-time regular
5 teachers covered by this Agreement shall be seven hours and fifteen minutes (7:15),
6 exclusive of a duty-free lunch, beginning five (5) minutes before the first student period
7 and ending fifteen (15) minutes after the last student period. The uniform school site
8 schedule is attached as Appendix E. The regular teaching assignment shall be five (5)
9 teaching periods and two (2) preparation periods. A teaching assignment outside of the
10 regular bell schedule must be negotiated between the parties. Beginning with the 2022-23
11 school year, the normal work day for full-time regular teachers covered by this Agreement
12 shall be seven hours and fifteen minutes (7:15), exclusive of a duty-free lunch, beginning
13 fifteen (15) minutes before the first student period and ending five (5) minutes after the last
14 student period.

15 4.1.2 The Independent Study Coordinator's hours may extend no later than 9:00 p.m.

16 4.1.3 All other unit members will not be required to work past 5:00 p.m. on a daily basis.
17 If there is a need for unit members to serve on a daily basis past 5:00 p.m., it is
18 agreed to re-open and discuss this Article. Beginning with 2022-23, above hours
19 will change to 6:00 p.m.

20 4.1.4 Field trips are not subject to limitations set forth in section 4.1.1, inclusive, of this
21 Article.

22 4.1.5 It is understood and agreed that contractual hours of employment at Delta may be
23 different from the hours of other unit members. The differences in terms and
24 conditions of employment between unit members assigned to Delta, and teachers
25 assigned to other schools in the District shall not be grounds for grievances because
26 they are different. The District agrees to make no changes in adopted District
27 Policies concerning hours of employment at Delta without negotiations with the
28 Association.

1 4.1.5.1 The language in article 4.6.1 does not apply to Delta High School. The
2 Delta bell schedule is included in Appendix E for information.

3 4.1.6 The parties to this Agreement agree that the normal work day set forth above shall
4 not be construed to limit the District's right to require, and/or the unit member's
5 obligation to participate in or perform, adjunct duties outside the normal work day
6 without additional compensation. If adjunct duties cannot be staffed by volunteers,
7 assignments thereto shall be made in an equitable way as outlined in Appendix C.

8 4.1.7 Bargaining Unit members who are assigned to a Professional Learning Community
9 Team shall attend Collaboration meetings (PLC, WASC, Staff Meetings, etc.) in
10 alignment with the bell schedule. Less than 1.0 FTE unit members shall attend no
11 fewer than 60% of the collaboration meetings for a .6 FTE and 80% for .8 FTE.
12 Other employees with less than 1.0 FTE shall follow the same pro-rated formula.

13 **4.2 Work Year**

14 4.2.1 Except as otherwise provided in this Agreement, the work year for classroom unit
15 members shall be no more than one hundred eighty-five (185) days per school year,
16 including one hundred eighty (180) student contact days, two (2) unit member work
17 days and three (3) staff development days conditional upon state budget allocations
18 for the staff development days. Should State funding be withdrawn, the unit
19 member work year will revert to one hundred eighty-three (183) days, of which
20 three (3) days are unit member work days.

21 4.2.2 Any time or day variation, requested by a site, from the normal work day schedule
22 for the three staff development days will be negotiated.

23 4.2.3 If the two (2) unit member work day(s) cannot fit within the Monday through Friday
24 cycle, the work day shall be worked at the unit member's discretion within a two
25 (2) week period of the first(1st) contact day, with reasonable notification to the
26 Principal. No mandatory staff meetings will be held before the start of student
27 contact days unless agreed to by the Association.
28

1 4.2.4 The District reserves the right to require non-classroom teacher unit members,
2 including, but not limited to Athletic Directors, Librarians, Coordinators,
3 Counselors, Nurses, Technology TOSAs, Speech Language Therapists, and
4 Psychologists to work an additional number of days at their daily rate of pay under
5 this Agreement. Prior to any change in the assignment level of the above positions
6 the District will communicate with the FA and the unit member.

7 4.2.4.1 Counselors will be guaranteed at least five (5) contiguous days of additional
8 work per school year for the term of the Agreement.

9 4.2.4.2 Psychologists and Speech Language Therapists shall be placed on
10 Column V, and have a minimum placement of Step 9 and a maximum of
11 Step 13, depending on experience, plus ten (10) percent of salary schedule
12 placement.

13 4.2.4.3 The work year for Psychologists and Speech Language Therapists shall
14 have ten (10) additional days per school year, pro-rated if less than a full-
15 time equivalent assignment.

16 4.2.4.4 Special Education Coordinators shall have seven (7) additional days
17 beyond the one hundred eighty-five (185) contract days per school year,
18 pro-rated if less than a full-time equivalent assignment.

19 4.2.4.5 The position of Special Education Department Chair and Special
20 Education Coordinator shall not be held by the same unit member at any
21 site, except by mutual agreement between the District and the Association.

22 4.2.4.6 School Nurses shall have a minimum placement of Column V, and a
23 minimum placement of Step 8 and a maximum placement of Step 12,
24 depending on experience, plus five (5) additional work days per school
25 year.

26 4.2.4.7 Athletic Directors shall have a minimum placement on Column IV, and
27 have a minimum placement of Step 9 and a maximum placement of
28

1 Step 13, depending on experience, plus nine (9) percent of the salary
2 schedule placement.

3 4.2.4.8 The work year for Athletic Directors shall have five (5) additional days per
4 school year, pro-rated if less than a full-time equivalent assignment.

5 4.2.5 All Agricultural teacher unit members, regardless of teaching load within the
6 agriculture department, shall be offered twenty-eight (28) additional days for
7 summer work at their daily rate of pay.

8 4.2.6 The specific calendar for these days shall be assigned after consultation with the
9 unit member.

10 **4.3 Preparation Periods**

11 4.3.1 The District agrees not to change the proportion of teaching to preparation periods for the
12 duration of this Agreement (five[5] periods teaching, two[2] preparation periods).

13 4.3.2 Non-classroom personnel shall not be entitled to preparation periods, but shall be entitled
14 to two (2) fifteen (15)-minute rest periods during a normal work day. Such rest periods
15 shall be taken at times which do not disrupt or interfere with regular duties.

16 4.3.3 Classroom unit members who travel from one (1) campus to another shall use a portion of
17 their preparation period for such travel. The remainder of the period shall be used for
18 preparation. No classroom unit member shall be required to make more than one (1)
19 campus change for instruction per day. Classroom unit members will only be assigned to
20 two (2) schools when necessary.

21 4.3.4 Preparation Period teaching assignments shall be offered first to teachers who are less than
22 1.0 FTE employees. If no regular less than 1.0 FTE employee accepts the assignment
23 preparation period teaching assignments shall be offered to teachers who are regular full-
24 time employees per the ongoing list maintained for each department at each site.

25 4.3.4.1 Each school site shall maintain an accurate list for each department and post
26 potential assignments by email to the department members and offer unit members
27 an opportunity to accept the Preparation Period assignments at the beginning of
28 each semester.

1 4.3.4.2 Teachers shall be listed by department and ongoing adjustments to the lists shall
2 be made as assignments become available. If an opportunity arises, it shall be
3 offered to the employee in the department at the top of the list. New employees
4 or transfers shall be placed at the bottom of the list at the time of their hiring or
5 transfer.

6 4.3.4.3 If an employee declines an offer, he or she shall go to the bottom of the list and
7 will not receive another offer until the other employees on the list have accepted
8 or declined subsequent offers. If an employee is not available for the offered
9 assignment, they shall remain in their current position on the list. Upon request,
10 the District will provide the Association a copy of each list utilized pursuant to
11 paragraph 4.3.4.2.

12 4.3.4.4 The District agrees that Preparation Period assignments shall be limited to twelve
13 (12) sections per school site, unless the site Principal and Association President
14 agree to a higher number.

15 4.3.4.5 Special Education classes that have mandatory six (6) periods of instruction will
16 not count toward the site limit of twelve (12) sections.

17 4.3.4.6 Special Education assignments that require six periods of coverage (e.g. TLC,
18 SESP), the teacher in the assignment shall have “the right of first refusal,” meaning
19 that they shall be offered the additional preparation period assignment first. If the
20 teacher in the assignment refuses the assignment, then the additional preparation
21 period assignment offering shall follow the procedures established in 4.3.4.
22

23 **4.4 Campus Supervision**

24 4.4.1 The District agrees to review its campus supervision requirements of unit members with
25 the Association at least twice a year. In case of an emergency the District and the
26 Association agree that emergency supervision requirements will be reviewed and approved
27 by the Principal and the Association President or designee at each site.
28

1 **4.5 School Calendar Consultation**

2 4.5.1 The Association shall be consulted annually on the calendar prior to its adoption by the
3 District. If no agreement is reached by the April Board meeting, the Board may act
4 unilaterally.

5 **4.6 Schedules**

6 4.6.1 For the 2021-22 school year, the bell schedule shall remain in place with the regular
7 schedule beginning with Period One at 7:30 a.m. and ending with Period Seven at 2:55
8 p.m. Beginning the 2022-23 school year, the regular schedule shall begin with Period One
9 at 8:30 a.m. and end with Period Seven at 3:55 p.m. Each teaching and preparation period
10 shall be fifty (50) minutes in length. In 2021-22, the passing time between periods is ten
11 (10) minutes, except that passing time between periods Three and Four shall be fifteen (15)
12 minutes and serves as a nutrition break. Lunch is between Fifth and Sixth periods and shall
13 be forty (40) minutes in length, including ten (10) minute passing time (See Appendix E).
14 In 2022-23, the passing time between periods is ten (10) minutes, except that passing time
15 between periods Two and Three shall be fifteen (15) minutes and serves as a nutrition
16 break. Lunch is between Fourth and Fifth periods and shall be forty (40) minutes in length,
17 including ten (10) minute passing time (See Appendix E). If an In-School Intervention
18 teacher’s regular assignment requires covering students during the scheduled nutrition
19 break and/or lunch period, the equivalent amount of time shall be scheduled by mutual
20 agreement with the Principal. The Intervention teacher lunch period will be held either
21 immediately before or after the regular lunch period. Prior to each school year, the Principal
22 and the Intervention teacher at each site will mutually agree on which time frame will be
23 used for lunch. The District and Association shall determine uniform “special day”
24 schedule(s) by mutual agreement.

25 4.6.2 It is understood and agreed that contractual hours of employment at the CTE Center may
26 be different from the hours of other unit members. The differences in terms and conditions
27 of employment between unit members assigned to the CTE Center, and teachers assigned
28

1 to other schools in the District shall not be grounds for grievances because they are
2 different.

3 4.6.2.1 The district agrees to make no changes in adopted District Policies concerning
4 hours of employment at the CTE Center without negotiations with the Association.
5 The CTE Schedule will align with the bell schedules of the comprehensive sites
6 with the exception that each period will be 100 minutes in length.

7 4.6.2.2 Employment at or transfer to the District's Career and Technical Education site is
8 voluntary – no Unit Member may be involuntarily transferred to the CTE site.
9 Those who accept employment at the CTE high school accept the CTE bell
10 schedule (preparation period teaching assignment) and compensation structure.

11 **4.7 Job Share Provisions**

12 4.7.1 The District agrees to consider requests for teachers to job share in a way that is agreeable
13 to the Principal and the department and student needs. It is understood that the District does
14 not owe a full-time teacher a part-time assignment.

15 4.7.1.1 All job shares are subject to annual approval by the District. Deadline dates for
16 requesting leaves are referred to in Article 6, section 6.11.3. A teacher may apply
17 for a job share for either a full year or a semester, pending successful hiring of a
18 qualified replacement.

19 4.7.1.2 If the job share request is approved, the Principal, in conjunction with the
20 Department Head and the requesting teacher(s), will work out the specific
21 arrangements of the assignment. Priority is given to the program needs.

22 4.7.1.3 Teachers will find their own job share partner within the District, otherwise outside
23 applicants are subject to the District hiring process. If no qualified teacher is found,
24 the District may deny the request.

25 4.7.2 While teachers are allowed to request the percentage of their job share, the final schedule
26 is subject to approval by the District. All pay will be pro-rated, and benefits will be
27 provided as set forth in 2.7.2.
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ARTICLE 5

TRANSFER/REASSIGNMENT

5.1 Transfer/Reassignment

5.1.1 “Transfer/Reassignment” refers to any change in the permanent assignment of unit members from one (1) site to a different site. A vacancy is any position to which a unit member is not assigned. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring, and all vacancies must be posted internally.

5.1.2 No assignment to fill a vacancy shall be made until after the closing date. No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant. When filling vacancies, the District shall interview and consider all internal applicants. The following factors shall be considered in determining qualifications:

- a) The educational-related needs of the District.
- b) The credentials to perform the required services as required by State and Federal laws.
- c) The qualifications by training and/or experience.
- d) Affirmative action and Title IX mandates.
- e) If criteria a-d of this paragraph are determined to be equal, the bargaining unit member with the greatest length of service with the District shall be selected.

5.1.2.1 The District shall, within thirty (30) days of the District’s intent to fill a vacant position, send notice in writing to all bargaining unit members’ email on record with the District to notify bargaining unit members of the vacancy. In addition, the District shall deliver the posting to the Association and post in all school buildings a list of all vacancies which occur during the school year and for the following school year. Such notice shall include a job description of duties, responsibilities, and qualification requirements, and closing date, so that current bargaining unit members may apply, and shall be considered by the District.

1 5.1.2.2 If a permanent unit member already has a transfer application on file, it is not
2 necessary to make a further application in order to be considered for any vacancies.
3 The District shall provide written acknowledgement of receipt to each applicant
4 with two (2) days of receipt of the application. At any time after the vacancy is
5 posted and before the posted deadline, permanent bargaining unit members may
6 apply for the vacant position.

7 5.1.2.3 All qualified and permanent bargaining unit members who apply for vacant
8 positions shall be given priority consideration. The vacant position must be flown
9 for a minimum of five (5) days before internal interviews take place. No assignment
10 to fill a vacancy shall be made until after the closing date. Permanent bargaining
11 unit members who apply shall be given written notification of the hiring decision
12 within ten (10) days after such action has been taken.

13 5.1.2.4 If a permanent bargaining unit member is not selected for a vacant position for
14 which he/she applied, upon written request, he/she shall be provided the reasons in
15 writing, within two (2) weeks of the request being submitted to the District. Those
16 reasons must demonstrate that the external candidate was substantially better
17 qualified for the particular position in question based on criteria in 5.1.2.

18 5.1.3 Permanent unit members who desire a transfer/reassignment may file a written statement
19 of such desire with the Human Resources Office. Such statement shall include the grade
20 and/or subject to which the permanent unit member desires to be assigned, and the school
21 or schools to which the permanent unit member desires to be transferred/reassigned.

22 5.1.4 Upon request, and as soon as practical, the District shall make available to the Association
23 a list of all unit members who have been transferred/reassigned. The District shall not be
24 required to furnish such a list more than once in any given school year, unless further
25 transfer/reassignments occur, then upon request.

26 5.1.5 A permanent unit member may submit a request(s) for transfer to the District each
27 academic year on the District Transfer Form, whether or not a vacancy exists. A permanent
28 unit member may also submit a request for a transfer subsequent to the posting of a vacancy

1 notice pursuant to the posting procedure of this Article. If the permanent unit member
2 requests that his/her application for transfer be kept confidential, only the Principal at
3 his/her school shall be notified by the District of the application. Permanent unit members
4 returning from leave shall be afforded all rights provided under this section. If there is a
5 qualified volunteer for a vacant position, the position cannot be filled by an involuntary
6 transfer.

7 5.1.6 Involuntary transfer/reassignment shall be made only for the following reasons: A decrease
8 in the number of pupils which requires a decrease in the number of unit members, class
9 size, elimination of program(s) and/or funding, or school closings. If a decrease in the
10 number of pupils or the elimination of program(s) and/or funding occurs, the District shall
11 seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary
12 transfer/reassignment becomes necessary, the unit member with the least seniority with the
13 appropriate credential shall be transferred and/or reassigned. An involuntary
14 transfer/reassignment shall be made only after a conference with the unit member involved.
15 The unit member may elect to have a representative of the Association present at the
16 conference.

17 5.1.7 Notices of involuntary transfer/reassignment shall be given in writing to the unit members
18 as soon as practical. Unit members who are transferred/reassigned during the school year
19 shall be given five (5) days' notice insofar as practical before the actual
20 transfer/reassignment occurs and shall be allowed two (2) days of paid release time for
21 preparation prior to the effective date of the transfer/reassignment. The District shall
22 provide assistance in moving a unit member's materials whenever a unit member is
23 transferred/reassigned.

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1 **ARTICLE 6**

2 **LEAVES**

3 **6.1 Leaves of Absence – General**

4 6.1.1 Leaves of absence are authorized time away from work and may be with or without pay as
5 specified by the District.

6 6.1.2 Unit members must request in writing all leaves of absence except sick leave, in-lieu leave,
7 industrial accident or illness leave, or bereavement leave. Except in emergencies, leave of
8 absence may not commence prior to written approval.

9 6.1.3 Except as provided by statute or by express provision of Board Policy, the District retains
10 the right to withhold approval of any leave requested.

11 6.1.4 The District at any time may require adequate confirmation of stated reasons for leave, and
12 any false statement made to support a request for leave shall be grounds for withholding
13 leave benefits. A unit member on paid leave of absence shall not be gainfully employed by
14 any other employer except as approved by the District. Violation of this provision shall be
15 grounds for withholding leave benefits.

16 6.1.5 Following any three (3)-day leave due to illness, a doctor’s statement attesting to the unit
17 member’s fitness to resume employment may be required before the unit member returns
18 to work. The District may require, at District expense, confirmation by a doctor of the
19 District’s choice before a unit member is eligible to return to work.

20 6.1.6 A unit member who fails to return to work at the expiration of approved leave shall be
21 deemed to be absent without leave. See 6.12.1.

22 **6.2 In-Lieu Policy**

23 6.2.1 The “In-Lieu” policy is specifically intended as coverage for singleton periods wherein the
24 regular teacher is missing from two (2) or fewer periods or when the District is unable to
25 find enough substitutes. Priority should be given to in-lieu teachers before using
26 substitutes. When a teacher substitutes for another teacher at the request of the
27 administration, the teacher substituting shall be credited with “in-lieu” leave for each
28

1 period served. For this Article, a “period” shall be defined as one (1) teaching period. The
2 following conditions shall be met:

3 6.2.1.1 Participation shall be voluntary. Any Bargaining Unit Member who is 1.0 FTE
4 and has at least one classroom assignment is eligible.

5 6.2.1.2 Substitutes shall be assigned by site administration

6 6.2.1.3 All records of “in lieu” time shall be maintained by site administration.

7 6.2.1.4 An orderly selection process with the following priorities will be followed.

8 6.2.1.4.1 The absent teacher’s preference.

9 6.2.1.4.2 Members from the department absented.

10 6.2.1.4.3 Rotation from the sign-up pool.

11 6.2.2 An eligible unit member may in-lieu only during one of his/her designated preparation
12 periods per day.

13 6.2.3 Advance approval from site administration for use of “in lieu” time is required.

14 6.2.4 Five (5) periods equals one (1) day of “in lieu” time.

15 6.2.5 “In lieu” time may be accumulated from one (1) year to another not to exceed a total of
16 fifteen (15) days at any time.

17 6.2.6 A maximum of seven (7) days of “in lieu” time may be earned or used in any one (1)
18 academic year. No more than five (5) work days may be used consecutively. When more
19 than three (3) days of “in lieu” time are used consecutively, advance approval must be
20 received from site administration a minimum of three (3) working days prior to the first
21 day of the leave.

22 6.2.7 “In lieu” time may be used for any reason in whole day increments.

23 6.2.8 Upon separation from the District, there will be no obligation to pay for any unused in-
24 lieu days. Upon separation from the District, unused in- lieu days may be donated to the
25 Catastrophic Leave Bank.

26 **6.3 Sick Leave**

27 6.3.1 Sick leave is the authorized absence of a unit member due to temporary disability
28 preventing the unit member from working.

1 6.3.2 Full-time unit members are entitled to ten (10) days' sick leave per school year. Sick leave
2 days not taken shall be accumulated from year to year.

3 6.3.3 Following any absence of three (3) days or longer for which sick leave is claimed, the
4 District may require appropriate verification attesting to the unit member's illness during
5 the absence.

6 6.3.4 When unit members are absent due to illness or personal necessity for less than a full day,
7 their sick leave will be charged one (1) hour for every hour of absence.

8 6.3.5 Except as provided by statute, upon separation from the District, no remuneration will be
9 paid for unused sick leave.

10 6.3.6 If a unit member is required to quarantine by a medical professional or by the District based
11 on Public Health guidance after an exposure to an illness at the workplace, the unit member
12 will be placed on Paid Administrative Leave for the duration of the quarantine period.

13 **6.4 Personal Necessity**

14 6.4.1 Personal necessity leave shall be deducted from accumulated sick leave. No more than
15 nine(9) personal necessity leave days may be used in a school year. Personal necessity
16 leave days can only be used for reasons listed in this Article with the following conditions:

17 6.4.1.1 Leave is not to be used for any concerted activity.

18 6.4.1.2 On a form provided by the District, the unit member must specify a reason under
19 this Article and provide a signature certifying the information is correct.

20 6.4.2 The term "personal necessity" for purposes of this Article is limited to the following:

21 6.4.2.1 Death of a member of the unit member's extended family when the number of
22 days requested exceed the number provided for under Bereavement Leave.

23 6.4.2.2 An accident involving the unit member's person or property or the person or
24 property of a member of his/her immediate family and of such an emergency
25 nature as to require the attention and presence of the unit member during the
26 working day.

27 6.4.2.3 An illness of a unit member's immediate family or household which the unit
28 member cannot reasonably be expected to disregard, and which requires the

1 attention of the unit member during the working day. For extended leaves
2 beyond the allotted nine (9) days, refer to Section 6.6, Catastrophic Leave Bank.

3 6.4.2.4 Imminent danger to the unit member’s home, serious in nature and which
4 requires the presence of the unit member during the working day.

5 6.4.2.5 Personal presence of the parent at the time of birth or adoption of a child, or when
6 birth is imminent.

7 6.4.2.6 Actual attendance at the funeral of a distant relative, friend, neighbor, or
8 employee.

9 6.4.2.7 Unforeseen circumstances involving transportation or storm conditions that
10 prevent the unit member from traveling to and from work.

11 6.4.2.8 Appearance in court as a litigant, except as a plaintiff against the District.

12 6.4.2.9 Specific family responsibilities or family business imperatives which require the
13 personal presence of the unit member during working hours.

14 6.4.2.10 Recognized holidays of the unit member’s religion, on which its members
15 traditionally refrain from work.

16 **6.5 Bereavement**

17 6.5.1 A unit member may request and the District will grant bereavement leave not to exceed
18 five (5) days in the event of death of any member of the extended family of the unit
19 member. Extended family is defined as a legal or blood relative, or an individual who
20 performed the functions of a parent to the teacher or spouse.

21 **6.6 Catastrophic Leave Bank**

22 **6.6.1 Catastrophic Leave Bank – Creation**

23 6.6.1.1 Days in the Catastrophic Leave Bank shall accumulate from year to year.

24 6.6.1.2 Days shall be contributed to the Bank and withdrawn from the Bank without
25 regard to the daily rate of pay of the Catastrophic Leave Bank participant.

26 6.6.1.3 The Catastrophic Leave Bank shall be administered by a three (3)-member
27 Catastrophic Leave Bank Committee appointed by the President of the
28 Association and one (1) ex-officio representative from the District.

1 to draw from the Bank. If a Catastrophic Leave Bank participant has
2 no remaining sick leave at the time of the assessment, they need not
3 contribute the additional day to remain a participant in the
4 Catastrophic Leave Bank.

5 6.6.3.2.2 If the number of days in the Bank at the beginning of a school year
6 exceeds one thousand (1,000), no contribution shall be required of
7 returning Participants. Those Participants joining the Catastrophic
8 Leave Bank for the first time and those returning from leave, shall be
9 required to contribute one (1) day to the Bank.

10 6.6.3.2.3 The District and the Association will review this Section annually
11 prior to the end of the school year.

12 6.6.3.3 Participants who are retiring or leaving the employ of the District may
13 contribute their unused sick leave to the Catastrophic Leave Bank.

14 **6.6.4 Administration of the Catastrophic Leave Bank**

15 6.6.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the
16 records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the
17 validity of requests, approving or denying the requests, and communicating its decisions,
18 in writing, to the Participants and to the District.

19 6.6.4.2 The committee's authority shall be limited to administration of the Bank. The Committee
20 shall approve all properly submitted requests complying with the terms of this Article.
21 Withdrawals may not be denied on the basis of the type of illness or disability.

22 6.6.4.3 Applications shall be revised and decisions of the Committee reported to the applicant, in
23 writing, within ten (10) days of receipt of the application.

24 6.6.4.4 The Committee shall keep all records confidential and shall not disclose the nature of the
25 illness except as necessary to process the request for withdrawal and defend against any
26 appeals of denials.

27 6.6.4.5 By October 15, of each school year, the District shall notify the Committee of the
28 following:

1 6.6.4.5.1 The total number of accumulated days in the Bank on June 30th of the previous
2 school year.

3 6.6.4.5.2 The number of days contributed by Participants for the current year.

4 6.6.4.5.3 The names of participants.

5 6.6.4.5.4 The total number of days available in the Bank.

6 6.6.5 By the tenth(10th) day of each calendar month in which there is activity in the preceding month,
7 the District shall notify the Committee of the following:

8 6.6.5.1 The names of any additional Participants who have joined in accordance with Section
9 6.6.3.1.

10 6.6.5.2 The names of any Participants who have canceled participation in accordance with
11 Section 6.6.3.

12 6.6.5.3 The total number of days in the Bank at the beginning of the previous month.

13 6.6.5.4 The total number of days added to the Bank by new Participants.

14 6.6.5.5 The total number of days awarded during the previous month and to whom they were
15 awarded.

16 6.6.5.6 Any dispute between the Committee and the District as to the accounting of
17 Catastrophic Leave Bank days shall be immediately reconciled.

18 6.6.5.7 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the
19 Catastrophic Leave Bank shall be returned to the then current Participants of the Bank
20 proportionately.

21 **6.6.6 Withdrawal from the Bank**

22 6.6.6.1 Catastrophic Leave Bank Participants, whose accumulated sick leave is exhausted, may
23 withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury
24 shall be defined as any illness or injury that incapacitates the Participant for over nine
25 (9) consecutive duty days or incapacitates a member of the Participant's family for over
26 nine (9) consecutive duty days which requires the Participant to take time off work to
27 care for that family member. If a reoccurrence or a second(2nd) illness or injury
28 incapacitates a Participant or member of the Participant's family within 12 months, it

1 shall be deemed catastrophic after five (5) consecutive duty days. Withdrawals for any
2 single illness shall not exceed one hundred eighty-five (185) total days.

3 6.6.6.2 When a Participant is ill and has exhausted his/her accumulated sick leave, a differential
4 pay period of five (5) calendar months begins. At that point in time an eligible
5 Participant may begin Catastrophic Leave Bank withdrawals.

6 6.6.6.3 When a Participant has exhausted his/her personal necessity leave in any one (1) year,
7 and has a family member who is ill or incapacitated, the Participant is eligible to
8 withdraw from the Catastrophic Leave Bank. Said Participant agrees to reimburse the
9 Catastrophic Leave Bank for any days withdrawn from the Bank with his/her
10 accumulated sick leave. When the Participant's sick leave is exhausted, the Catastrophic
11 Leave Bank will cover any unreimbursed days up to one hundred eighty-five (185) days
12 per single illness.

13 6.6.6.4 Participants who have exhausted sick leave, but still have differential leave available are
14 eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the
15 Participant full pay and the Bank shall be charged one (1) day.

16 6.6.6.5 The first nine (9) duty days of illness or disability must be covered by the Participant's
17 own sick leave, differential leave, or leave without pay the first (1st) time said
18 Participant qualifies for a withdrawal from the Bank. For subsequent withdrawals
19 within twelve (12) consecutive months, the first (1st) five (5) duty days of illness must
20 be covered by the Participant's own sick leave, differential leave, or leave without pay.

21 6.6.6.6 If a Participant is incapacitated, applications may be submitted to the Committee by the
22 Participant's agent or member of the Participant's family.

23 6.6.6.7 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than
24 thirty (30) duty days. Participants may submit requests for extensions of withdrawals as
25 their prior grants expire. A Participant's withdrawal from the Bank may not exceed the
26 statutory maximum period of twelve (12) consecutive months.

27 6.6.6.8 Participants applying to withdraw or extend their withdrawal from the Catastrophic
28 Leave Bank will be required to submit a doctor's statement indicating the nature of the

1 illness or injury and the probable length of absence from work. Members of the
2 Committee shall keep information regarding the nature of the illness confidential. A
3 Participant's withdrawal may not exceed the statutory maximum period of twelve (12)
4 consecutive months.

5 6.6.6.9 If a Participant has drawn thirty (30) Catastrophic Leave Bank days and requests an
6 extension, the Committee may require a medical review by a physician of the
7 Committee's choice at the Participant's expense. The Committee shall choose only a
8 physician who qualifies under the District offered insurance policy. Refusal to submit
9 to the medical review will terminate the Participant's continued withdrawal from the
10 Bank. The Committee may deny an extension of withdrawal from the Catastrophic
11 Leave Bank based upon the medical report. The Participant may appeal any termination
12 under the procedures outlined in Section 6.6.8 below.

13 6.6.6.10 Leave from the Bank may not be used for illness or disability which qualify the
14 Participants for Workers' Compensation benefits unless the Participant has exhausted all
15 Workers' Compensation leave and his/her own sick leave.

16 6.6.6.11 The Bank will be charged for any additional days granted and the Participant will be
17 guaranteed an amount equal to their daily rate of pay. The District shall be responsible
18 for paying the difference between the Participants daily rate of pay and Workers'
19 Compensation benefits.

20 6.6.6.12 In the case of a disputed Worker's Compensation claim which is eventually settled in
21 favor of the Participant, the District shall reimburse the Bank for the appropriate number
22 of days granted the Participant.

23 6.6.6.13 When the Committee may reasonably presume that the applicant for a draw may be
24 eligible for a Disability award or a Retirement under the California State Teachers
25 Retirement System ("CalSTRS") or, if applicable, Social Security, the Committee may
26 request that the draw applicant apply for disability or retirement. Failure of the draw
27 applicant to submit a complete application, including medical information provided by
28 the applicant's physician, within twenty (20) days will disqualify the Participant from

1 further Catastrophic Leave Bank withdrawals. Any requests for additional medical
2 information from CalSTRS or Social Security shall be submitted within ten (10) days or
3 the Participant's entitlement to Catastrophic Leave Bank withdrawals will cease. If
4 denied benefits by CalSTRS or Social Security, the applicant must appeal or entitlement
5 to the Catastrophic Leave Bank shall cease.

6 6.6.6.14 Catastrophic Leave Bank Participants who are denied a withdrawal or whose withdrawal
7 is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to
8 the Executive Board of the Association. The Executive Board of the Association shall
9 hold a hearing within fifteen (15) duty days of the appeal. The Executive Board shall
10 issue a confidential written decision within fifteen (15) duty days of the appeal. If the
11 Participant's incapacitation does not allow participation in this appeal process, the
12 Participant's agent or member of the family may process the appeal.

13 6.6.7 Appeals of decisions will be referred to the Association Executive Board. If no agreement
14 is reached the appeal will be referred to State Mediation/Arbitration.

15 **6.7 Family Care and Medical Leave**

16 6.7.1 The District will provide family care and medical leave in accordance with all state and
17 federal provisions. Participants in the District Catastrophic Leave Bank meet the
18 provisions of the Family Care and Medical Leave statute. For certificated employees who
19 are not participants in the Catastrophic Leave Bank, the District shall provide the unit
20 member, upon request, Family Care and Medical Leave in accordance with federal and
21 state statutes.

22 **6.8 Sabbatical Leave**

23 6.8.1 Unit members may apply for sabbatical leave upon completion of at least seven (7) years'
24 full-time consecutive service in the District.

25 6.8.2 Applications for sabbatical leaves shall be made to the District by January 15 of the year
26 preceding the requested leave.

27 6.8.3 A committee of two (2) administrators, two (2) unit members appointed by the
28 Association, and one (1) Board member shall review all applications and make a

1 recommendation to the Board. A member of the committee shall make a presentation to
2 the Board on behalf of those applicants whose sabbatical leave is recommended by the
3 Committee.

4 6.8.4 Applications for second (2nd) semester or third (3rd) and fourth (4th) term leaves shall be
5 made to the District by October 15 of the school year of the requested leave.

6 6.8.5 Leaves may be granted by the District for graduate study or research which will be of
7 benefit to the District. Approval will be based on the value of the proposed sabbatical
8 leaves to the District, distribution of applicants, and the availability of funds.

9 6.8.6 Not more than three (3) percent of the unit members may be on sabbatical leave at any
10 one (1) time.

11 6.8.7 Unit members receiving a full year sabbatical leave must return to the District for a
12 period of at least two (2) years in full time employment immediately following the
13 sabbatical year. Those receiving a one (1)-semester or two (2)-term (See Appendix B)
14 sabbatical leave must return for a period of at least one (1) year in full time employment
15 immediately following the sabbatical semester.

16 6.8.8 The District will not be obligated to accept the return of a unit member on leave prior to
17 the stated expiration date.

18 6.8.9 The unit member approved for a sabbatical leave will only be assured of a teaching
19 assignment within his/her credential limitations upon return from sabbatical leave.

20 6.8.10 The District shall compensate a unit member on sabbatical with fifty percent (50%) of
21 his/her scheduled salary plus full time benefits. A unit member on sabbatical may not be
22 employed by any school district during the regular academic year of the sabbatical.

23 6.8.11 Any payments made to a unit member on sabbatical leave shall be contingent upon
24 adherence to the approved plan as the basis for sabbatical leave. The District shall be
25 fully reimbursed for any payments made to a unit member not adhering to the approved
26 plan.

27 6.8.12 Unit members on sabbatical will receive credit for that year on the salary schedule. Credit
28 towards retirement will be determined by CalSTRS.

1 **6.9 Jury Duty**

2 6.9.1 The District agrees to grant paid leave of absence to a unit member called for jury duty
3 during working hours. The District shall pay the unit member the difference, if any,
4 between the unit member's regular rate of pay and the amount received for jury duty, less
5 meals, travel and parking allowances. The District shall require verification of jury duty
6 time.

7 **6.10 Association Leave**

8 6.10.1 The Association shall be entitled to forty-eight (48) days of release time per year. The
9 District agrees to provide two (2) periods of release time for the Association President at
10 District expense.

11 6.10.2 Not more than five (5) unit members per site may be released in any one (1) day.

12 **6.11 Leave of Absence Without Pay**

13 6.11.1 The District may authorize a leave of absence without pay to any unit member for a period
14 not to exceed one (1) year. In cases of hardship, at the conclusion of the initial period for
15 which the leave was granted, such leaves may be extended for an additional period not to
16 exceed one (1) year.

17 6.11.2 All leaves must be requested by the unit member involved. The leave may be granted when
18 acceptable reasons for such leaves are presented to and approved by the Board of Trustees.

19 6.11.3 A unit member may request a leave of absence without pay for one (1) or two (2) semesters.
20 Requests for leaves that are to commence with the fall semester must be submitted to the
21 Human Resources Office prior to March 1. Requests that are to commence with the spring
22 semester must be submitted to the Human Resources Office by November 1.

23 6.11.3.1 A unit member on such leave shall notify the Human Resources Office in writing
24 by March 1 (or November 1 for a fall semester leave) regarding the unit member's
25 intent to return to the District.

26 6.11.3.2 Failure to notify the District of the intent to return by these dates shall result in
27 the following:
28

1 6.11.3.2.1 A certified letter will be sent to the last known address of the unit
2 member.

3 6.11.3.2.2 The unit member will have five (5) days after receipt to respond to the
4 certified letter.

5 6.11.3.2.3 Failure to respond within the five (5)-day period shall be considered a
6 voluntary resignation.

7 6.11.3.2.4 If the certified letter is returned to the district after the five (5)-day
8 period, it shall be considered a voluntary resignation.

9 6.11.4 Leaves of absence without pay may be granted to a unit member for any of the following
10 reasons:

11 6.11.4.1 Attend school or college to be trained to improve the quality of service, or
12 prepare for promotion.

13 6.11.4.2 Temporarily incapacitated by illness.

14 6.11.4.3 Loaned to another governmental agency for the performance of a specific
15 assignment.

16 6.11.4.4 Maternity or paternity (child care).

17 6.11.4.5 Other reasons authorized by the District.

18 6.11.5 Authorized leave of absence without pay shall not be construed as a break in service or
19 employment, and rights accrued at the time the leave is granted shall be retained by the unit
20 member; however, sick leave credits, increments in salary, and other similar benefits shall
21 not accrue to a unit member granted such leave during the period of absence. Time spent
22 on such leave without pay shall not count toward service for step increases in the salary
23 schedule.

24 6.11.6 A unit member on leave of absence without pay shall be entitled to continued coverage
25 under the medical and dental plans for the duration of this Agreement provided that:

26 6.11.6.1 The benefit policies in effect permit such continued coverage.

27 6.11.6.2 Application for such continued coverage is made pursuant to forms and
28 procedures, including prior payment of premiums, established by the District.

1 6.11.6.3 The unit member and the Association agree to hold the District and its
2 representatives harmless for any and all claims for any liability arising out of this
3 Article.

4 **6.12 Absence Without Leave**

5 6.12.1 All unauthorized or unreported absences shall be considered as absence without leave,
6 and a deduction of pay shall be made for each period of such absence. Such absence shall
7 also be grounds for disciplinary action. Absence without leave, voluntary or involuntary,
8 for ten (10) days consecutive working days shall constitute automatic resignation from
9 the District.

1 **ARTICLE 7**

2 **EVALUATION PROCEDURES**

3 **7.1 Evaluation**

4 7.1.1 The evaluation and assessment of the performance of each certificated employee shall be
5 made on the form located in Appendix D as follows:

6 7.1.1.1 Every permanent unit member shall be evaluated in writing at least once every two
7 (2) years or as provided by Education Code §44664(a)(3). Every non-permanent
8 unit member shall be evaluated at least once every year. The observation and
9 evaluation of permanent unit members will be completed by May 1, insofar as
10 practicable. All non-permanent, temporary and probationary unit members will be
11 observed and evaluated by February 15. Temporary and probationary unit members
12 will continue to receive formal evaluations.

13 7.1.1.1.1 A permanent unit member may be evaluated as follows: “At least every
14 five years for personnel with permanent status who have been employed
15 at least 10 years with the school district, are highly qualified, if those
16 personnel occupy positions that are required to be filled by a highly
17 qualified professional by the federal No Child Left Behind Act of 2001
18 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and
19 whose previous evaluation rated the employee as meeting or exceeding
20 standards, if the evaluator and certificated employee being evaluated
21 agree. The certificated employee or the evaluator may withdraw consent
22 at any time.” This section shall be in effect as long as the underlying
23 statute authorizes the practice.

24 **7.2 Observations**

25 7.2.1 Observations will be in accordance with agreed upon evaluation procedures.

26 7.2.2 In the case of a negative evaluation(s), the evaluator shall take positive action to assist the
27 unit member in correcting any cited deficiencies. The evaluator’s role to assist the unit
28 member shall include but not be limited to the following: specific recommendations for

1 improvement; direct assistance to implement such recommendations; provision of
2 additional resources, without cost to the unit member, to be utilized to assist with
3 improvements; criteria to be measured; time schedule for compliance with specific
4 recommendations for improvement; and second (2nd) level evaluations will be completed
5 using the agreed upon evaluation instrument.

6 7.2.3 A conference will be held whenever a formal evaluation is given. Unit members may
7 attach their comments to the evaluation.

8 7.2.4 All evaluations shall be conducted by District Administration.

9 7.2.5 No unit member will be evaluated solely by off-site personnel.

10 7.2.6 The District will inform each unit member in writing of the evaluation criteria within a
11 reasonable period of time prior to the unit member's first (1st) evaluation in any given
12 school year.

13 7.2.7 No negative evaluation of classroom performance shall be predicated upon the unit
14 member's use of "controversial" teaching materials provided such materials are consistent
15 with the curriculum, and the age and maturity level of the affected students.

16 7.2.8 The District and Association Negotiation Teams will review and revise the evaluation
17 process as needed.

1 **ARTICLE 8**

2 **PEER ASSISTANCE AND REVIEW**

3 8.1 In the case that a Bargaining Unit Member has received through the evaluation process an overall
4 rating of Unsatisfactory in areas B or C of the evaluation form at the end of the year, and upon the
5 request of the unit member, the District agrees to provide a mentor from the Bargaining Unit that
6 is acceptable to the Unit Member (in consultation with the Association), for a minimum of thirty
7 (30) hours a year, for up to two (2) years, to assist in improving the unit member’s performance.

8 8.2 All communication between the PAR mentor and the Bargaining Unit Member mentee shall be
9 confidential, and without the written consent of the mentee, shall not be shared with others,
10 including the site Principal and/or the evaluator.

11 8.3 PAR mentors shall be evaluated under the contract in the same manner as all other unit members.
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1 **ARTICLE 9**

2 **PERSONNEL RECORDS/PUBLIC CHARGES**

3 **9.1 Personnel Files**

4 9.1.1 A unit member shall have the right to examine and/or obtain copies of any material from
5 the unit member's District personnel file with the exception of material that includes
6 ratings, reports, or records which were obtained prior to employment of the unit member
7 involved or references received confidentially. The District may require notice and
8 adequate supervision of such examination.

9 9.1.2 Unit members shall be provided an opportunity to sign any derogatory material placed in
10 their District personnel file. Such signature shall not indicate agreement with the contents.

11 9.1.3 Unit members shall be provided an opportunity to comment in writing on any derogatory
12 material placed in their District personnel file.

13 9.1.4 Two (2) years from date of placement, a unit member may request that the Superintendent
14 remove derogatory material from their District personnel file.

15 9.1.5 The District shall not base any adverse action against a unit member upon materials which
16 are not contained in the unit member's District personnel file.

17 9.1.6 An individual unit member or the Association, with written authorization by the unit
18 member, shall be permitted to examine and/or obtain one (1) copy of material contained in
19 said unit member's District personnel file at no cost.

20 9.1.7 The person or persons who draft and/or place material in a unit member's District personnel
21 file shall sign the material and signify the date on which such material was (1) drafted, and
22 (2) placed in the file.

23 **9.2 Public Charges**

24 9.2.1 Any citizen or parent complaint about a unit member shall be reported within five (5) days
25 to the unit member by the administrator or Board member receiving the complaint.

26 9.2.2 Should the involved unit member or the complainant believe that the allegations in the
27 complaint are sufficiently serious to warrant a meeting, the site administrator shall schedule
28 a meeting with the teacher and the complainant.

1 9.2.3 If the complaint is not resolved at this meeting, the parent may within five (5) days present
2 a written complaint. If the complaint is not put in writing within five (5) days, the matter
3 shall be dropped. The unit member shall be given a copy of the complaint and an
4 opportunity to respond within five (5) days.

5 9.2.4 The site administrator will review the complaint, the response, do any investigation
6 necessary, and render a decision within ten (10) days. If the unit member is not satisfied
7 with the decision of the site administrator, the unit member may appeal the decision using
8 the grievance process herein.

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1 **ARTICLE 10**

2 **GENERAL TERMS AND CONDITIONS OF EMPLOYMENT**

3 **10.1 Individual Contracts of Employment**

4 10.1.1 Any individual agreement between the District and an individual unit member shall be
5 subject to and consistent with the terms and conditions of this Agreement.

6 **10.2 Notification of Rights**

7 10.2.1 The Association shall be granted a minimum of 60 minutes on the District’s new teacher
8 orientation day schedule. The District shall provide to the Association the contact
9 information including: name, job title, department, work location, work, home, and
10 personal cellular telephone numbers, personal email addresses on file with the employer,
11 and home address of newly hired employees within 30 days of hire or by the first pay period
12 of the month following hire. Additionally, the District shall provide the Association a list
13 of the above information for all employees in the bargaining unit at least every 120 days
14 when requested.

15 **10.3 Personal and Academic Freedom**

16 10.3.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and
17 appropriate to the age and maturity of the pupil(s), and sensitive to the community needs
18 and the needs and values of our diverse cultures and heritages. Academic freedom is
19 essential to the fulfillment of this policy and the District acknowledges the fundamental
20 need to protect unit members from any censorship or restraint which might interfere with
21 the unit member’s obligation to pursue truth in performance of their teaching functions.

22 10.3.1.1 A unit member shall have academic freedom in classroom presentations and
23 discussions and may introduce political, religious or otherwise controversial
24 material, provided that said material is relevant to the course content and within
25 the scope of the law.

26 10.3.1.2 In performing teaching functions, unit members shall have academic freedom to
27 express their views on all matters relevant to the course content in an objective
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1 manner. A unit member, however, shall not utilize his/her position to indoctrinate
2 pupils with his/her own personal, political, and/or religious views.

3 10.3.1.3 Unit members must be employed, promoted, or retained without discrimination
4 or harassment regarding their personal opinions or his/her scholarly, literary or
5 artistic endeavors.

6 10.3.1.4 The personal life of a unit member is not an appropriate concern of the District
7 for purposes of evaluation or disciplinary action unless it prevents the unit
8 member from performing his/her duties.

9 10.3.1.5 A unit member shall be entitled to full rights of citizenship, and no religious,
10 political or personal activities, or lack thereof, of any unit member shall be used
11 for purposes of evaluation, transfer, disciplinary or dismissal action.

12 **10.4 Sexual Harassment and Discrimination**

13 10.4.1 The District and the Association agree that sexual harassment negatively affects morale,
14 motivation, and job performance and will not be tolerated.

15 10.4.1.1 Unwelcome sexual advances, requests for sexual favors, and other verbal or
16 physical conduct of a sexual nature constitute sexual harassment when 1)
17 submission to such conduct is made either explicitly or implicitly a term or
18 condition of an individual's employment; 2) submission to or rejection of such
19 conduct by an individual is used as a basis for employment decisions affecting
20 such individual; or 3) such conduct has the purpose or effect of unreasonably
21 interfering with an individual's work performance or creating an intimidating,
22 hostile, or offensive working environment.

23 10.4.1.2 The District shall prohibit discrimination because of race, color, national origin,
24 religion, sex, sexual preference, age, handicap, disability, marital status,
25 economic status, political affiliation, domicile, membership in an employee
26 organization, participation in the activities of an employee organization, union
27 affiliation, or exercise of the rights contained in this agreement.
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1 **10.5 Reporting an Assault**

2 10.5.1 A unit member shall promptly report cases of assault suffered by them in connection with
3 his or her employment to the Principal or immediate supervisor, and shall promptly report
4 the incident to the appropriate law enforcement agency.

5 **10.6 Safe and Healthful Workplace**

6 10.6.1 When it has been determined by the Association and the District that an unsafe condition
7 exists, a unit member shall not be required to work under those conditions nor to perform
8 tasks that would endanger his/her health, safety or well-being.

9 10.6.2 Upon notification, the District shall eliminate or correct any unsafe or hazardous condition.
10 The Association shall be informed of the administrator/manager designated to be Safety
11 and Health Officer, who will be responsible for promptly reporting, investigating and
12 correcting hazardous or unsafe conditions.

13 10.6.3 The Safety and Health Officer shall report to the reporting party what action is to be taken.
14 Nothing contained in this Article shall limit or modify the rights contained in Education
15 Code §48910 (Suspension by teacher; reports; conferences; referrals).

16 10.6.4 The Association shall appoint one (1) representative to the District Safety Committee
17 established to implement the provisions of Labor Code 6401.7. The District Safety
18 Committee shall also formulate a plan for developing disaster preparedness.

19 10.6.4.1 Copies of the plan will be available at the school site and distributed to each
20 department head. Additional copies will be provided to the Association upon
21 request.

22 10.6.4.2 The District is responsible for coordinating contact with outside agencies,
23 maintenance of emergency procedures manuals, policy development and review
24 (as recommended by the District Safety Committee), periodic training (as
25 recommended by the District Safety Committee), equipment maintenance,
26 coordination of emergency evacuation drills, maintenance of District and
27 worksite safety supplies, and maintenance of worksite safety devices.
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1 **10.7 Hepatitis Vaccinations**

2 10.7.1 Teachers of the Severely Handicapped, Physical Education Teachers, Nurses and coaches
3 who are unit members, request an authorization form from the District which authorizes
4 the District/insurance-approved health care provider to administer all Hepatitis B
5 vaccination(s). The District, in coordination with the health insurance carrier, will be
6 responsible for the reimbursement to the unit member within eighteen (18) months of this
7 expense.

8 10.7.2 Any bargaining unit member who suspects exposure to the hepatitis virus may request and
9 shall be provided an authorization form from the district which authorizes the
10 District/insurance-approved health care provider to administer the Hepatitis vaccination
11 series.

12 **10.8 Suspension of Pupils from Classroom**

13 10.8.1 A unit member may suspend a pupil from class for the day of the suspension and the
14 following day for any act that disrupts or diminishes the education process. As soon as
15 possible, the unit member shall ask the parent or guardian of the pupil to attend a parent
16 teacher conference regarding the suspension.

17 10.8.2 The unit member shall immediately report the suspension to the site Principal or designee.

18 10.8.3 The pupil shall not be returned to the class during the period of suspension without the
19 express permission of the unit member who initiated the suspension.

20 10.8.4 The suspended pupil shall not be placed in another regular class during the period of the
21 suspension. (If the student is assigned more than one (1) class per day, this shall apply only
22 to the classes scheduled during the same time as the class from which the student was
23 suspended).

24 **10.9 Notification to Unit Members of Students with a History of Violent Behavior**

25 10.9.1 The District will notify all staff in direct contact with a student with a history of violent
26 behavior within ten (10) school days of receipt of notice from the law enforcement agency.
27 Any information received by a unit member pursuant to this section shall be received in
28 confidence for the limited purpose for which it was provided and shall not be further

1 disseminated by the unit member. (Education Code §49079 Notification to Teacher;
2 student who has caused or attempted to cause serious bodily injury; records of district or
3 law enforcement agency; liability for noncompliance; reporting period; confidential
4 information)

5 **10.10 Physical or Psychiatric Examinations**

6 10.10.1 The District shall pay for the cost of any physical or psychiatric examination required by
7 the District for continued employment.

8 **10.11 Job-Related Liability Protection**

9 10.11.1 The District shall provide unit members with the job-related liability protection set forth
10 in Government Code §825.

11 **10.12 Specialized Student Health Care**

12 10.12.1 The District shall provide each unit member who is, or may be, required to provide
13 specialized health care, as provided by applicable statutes or regulations, appropriate
14 in-service training upon request. No unit member shall be required to provide specialized
15 health care service if the task exceeds the unit member's training. Training beyond that
16 required by Education Code and provisions of federal law is at each teacher's option.

17 10.12.1.1 Unit members shall not be required to perform specialized health care services
18 without the expressed authorization from the District.

19 10.12.1.2 The District shall provide all necessary supplies to perform specialized health
20 care.

21 10.12.1.3 The District shall indemnify and hold harmless from all liability any unit
22 member who performs health care services.

23 **10.13 Copies of the Agreement**

24 10.13.1 Within thirty (30) calendar days after the ratification of this Agreement by both parties,
25 the District shall have sufficient copies prepared and delivered to the Association for
26 distribution to each member of the unit. The District shall provide the Association with a
27 digital copy of this Agreement.

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1 **ARTICLE 11**

2 **CLASSROOM AIDES AND STUDENT TEACHERS**

3 **11.1 Classroom Aides**

4 11.1.1 Unit members shall have the right to an informal interview of prospective classroom aides
5 prior to assignment. No instructional or clerical classroom aide shall be assigned to a unit
6 member without his or her input. The classroom-related work of instructional and clerical
7 aides shall be under the direction of the unit member to which they are assigned.
8 Evaluations shall be conducted by the administration with direct input from the classroom
9 teacher.

10 11.1.1.1 The unit member shall periodically discuss with the site administrator the
11 performance of the instructional or clerical aide (See Appendix B) under his or
12 her professional direction. When an unsatisfactory working relationship occurs
13 between a unit member and an aide, the District and Association shall initiate a
14 dispute resolution process.

15 11.1.2 No instructional or clerical aide or any other classified personnel shall participate in or
16 provide information for the evaluation of a unit member.

17 11.1.3 Unit members will be given at least two (2) days prior written notice when an assigned aide
18 will be absent from his or her normal assignment for reasons other than illness.

19 **11.2 Assignment of Student Teachers**

20 11.2.1 The District shall work cooperatively with unit members on the assignment of student
21 teachers from teacher training institutions. No student teacher shall be assigned to work
22 with a unit member without the unit member's approval.
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1 **ARTICLE 12**

2 **SHARED DECISION MAKING**

3 **12.1 Shared Decision Making (SDM) Site Council**

4 12.1.1 The purpose of site Shared Decision Making is to provide an opportunity for the school
5 community (teachers, parents, students, and other site employees), in collaboration with
6 the principal, to jointly shape decisions regarding policy making and organizational issues
7 related to students, teachers and/or classrooms at the school site level.

8 12.1.1.1 All issues relating to students, teachers or classrooms that are not within the
9 purview of Department Chairs or Board Policies may be addressed by SDM.

10 12.1.1.2 Site SDM will not be involved in personnel selection or evaluation except
11 participation in the interview process; school site financial and budget matters
12 unless requested by the governing bodies of Department Chairs, SIP or
13 curriculum matters unless requested by Department Chairs.

14 12.1.1.3 The voting membership of the site SDM shall consist of:

- 15 • Principal
- 16 • Four (4) teachers (designated by the Association)
- 17 • One (1) other staff member
- 18 • Three (3) parents or community members
- 19 • Three (3) students

20 12.1.2 The District and the Association agree to cooperatively participate in Shared Decision
21 Making at each school location.

22 12.1.2.1 The department chairs will be represented on SDM by a department chair serving
23 as a non-voting liaison.

24 12.1.3 An SDM Oversight Committee consisting of the Superintendent (or designee) and two (2)
25 other administrators/managers plus the Association President (or designee) and two (2)
26 other Association appointees developed by-laws to be observed by the SDM Councils (see
27 Appendix F).

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12.1.3.1 The Oversight Committee will assist the site Shared Decision Making Councils as needed. This assistance will include, but will not be limited to, adjudicating conflicts between constituencies on the site councils, interpreting roles, rights and duties of the councils, and/or facilitating successful implementation of the site councils.

12.1.3.2 The Oversight Committee may be reconvened by mutual agreement of the Association and District to consider amendments to the by-laws.

12.1.4 Site Decision Making Councils shall include the following components as detailed in site SDM bylaws:

12.1.4.1 Site SDM Councils will meet at least four (4) times per year on release time solely for the purpose of conducting their meetings, unless changed by the site SDM agreed upon process. Official minutes of the meetings will be provided to all members at the school site. Any dispute regarding minutes shall be resolved as soon as possible.

12.1.4.2 Site SDM Councils are encouraged to meet and conduct themselves in such a way that maximizes the participation of all stakeholders.

12.1.4.3 All decisions require consensus of the SDM membership. Interest-based processes should be utilized as and when appropriate.

1 **ARTICLE 13**

2 **MEMBERSHIP DUES**

3 **13.1 Membership Dues**

4 13.1.1 Any unit member who is a member of the Association, or who has applied for membership,
5 may sign and deliver to the District an assignment authorizing deductions of unified
6 membership dues and general assessments in the Association.

7 13.1.2 Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from
8 the regular salary check of the unit member each month for ten (10) months.

9 13.1.3 Deductions for unit members who sign such authorization after the commencement of the
10 school year shall be appropriately prorated to complete the payments by the end of the
11 school year.

12 13.2 With respect to all sums deducted by the District pursuant to sections 13.1, the District
13 agrees promptly to remit the monies to the Association accompanied by an alphabetical list
14 of unit members for whom the deductions have been made, categorizing them as to
15 membership or non-membership in the Association, and indicating any change in personnel
16 from the list previously furnished.

17 13.2.1 The Association agrees to furnish any information needed by the District to fulfill
18 the provisions of this Article.

19 13.2.2 The Association agrees to hold the District harmless against any claim made by any
20 member of the bargaining unit or a party acting on behalf of any bargaining unit
21 member or members or any other person or legal entity who challenges, by the
22 institution of a judicial proceeding or proceeding before the PERB, the
23 implementation of this Article as follows:

24 13.2.2.1 The Association agrees to defend and to indemnify the District against
25 any challenge to the implementation of Article 13 by any member or
26 members of the bargaining unit or a party acting on behalf of any
27 bargaining unit member or members or any other person or legal entity.
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1 13.2.2.2 Upon receipt of notice that an action has been filed, the District shall
2 inform the Association.

3 13.2.2.3 The District agrees to provide the Association with all information,
4 documents and assistance necessary for the Association's defense or
5 settlement of the action and agrees to fully cooperate with the Association
6 in providing all necessary witnesses, experts and assistance.

7 13.2.2.4 The Association shall have the exclusive right to decide and determine
8 whether any claim, liability, suit or judgment shall or shall not be
9 compromised, resisted, defended, tried or appealed. The Association's
10 decision thereon shall be final and binding.

11 13.3 Employee requests to cancel or change authorizations for payroll deductions for the Association
12 shall be directed to the Association rather than the District. The Association shall be responsible
13 for processing these requests. The District shall rely on information provided by the Association
14 regarding whether deductions for the Association were properly cancelled or changed, and the
15 Association shall indemnify the District for any claims made by the employee for deductions made
16 on that information.

17 13.4 The Association shall not be required to submit to the District a copy of the employee's written
18 authorization for the payroll deductions described in this section to be effective, unless a dispute
19 arises about the existence or terms of the written authorization. The Association shall indemnify
20 the District for any claims made by the employee for deductions made in reliance on its
21 notification.

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1 **ARTICLE 14**

2 **GRIEVANCE PROCEDURE**

3 **14.1 Grievance Procedure**

4 14.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level,
5 equitable solutions to the problems which may arise concerning the application of the
6 Agreement.

7 **14.1.2 Informal Problem Solving**

8 14.1.2.1 Within ten (10) days after a grievant (See Appendix B) knew, or should have
9 known, of the act or condition upon which a problem is based, the grievant shall
10 discuss the matter in an informal conference with the immediate supervisor (See
11 Appendix B) in an attempt to resolve the problem. However, resolution of
12 problems in such informal conferences shall not be binding upon the parties in
13 subsequent grievances.

14 **14.1.3 Formal Grievance Procedure**

15 **14.1.3.1 Level I:** If the matter is not resolved at the informal conference, the grievant may
16 submit the grievance in writing to the immediate supervisor with a copy to the
17 Association and to the Superintendent. The written grievance will be submitted
18 on a District form and shall include:

19 14.1.3.1.1 The name of the grievant.

20 14.1.3.1.2 A listing of the provision(s) of the Agreement alleged to have been
21 violated.

22 14.1.3.1.3 A statement describing how the District is alleged to have violated
23 the Agreement (including all names, dates, and places necessary for
24 a complete understanding of the grievance), the decision rendered
25 as a result of informal problem solving and the remedy sought. This
26 written statement of the grievance must be submitted within fifteen
27 (15) days after the occurrence of the act or condition giving rise to
28 the grievance. The immediate supervisor shall present a written

1 response to the grievant within ten (10) days of receiving the
2 grievance.

3 **14.1.3.2 Level II:** If the grievance is not settled in Level I and if the immediate supervisor
4 is subordinate to a site administrator (see Appendix B), the grievant may appeal
5 it to such site administrator. The site Administrator shall submit a written
6 response within ten (10) days of receiving the grievance. If the immediate
7 supervisor is the site administrator, the grievant may appeal it to the
8 Superintendent. A Level II appeal shall be filed within ten (10) days of receipt by
9 the grievant of the Level I denial or within ten (10) days of the Level I response
10 deadline. If the written response is not provided, the grievance is denied.

11 **14.1.3.3 Level III:** If the grievance is not settled in Level II, the grievant may appeal it to
12 the Superintendent. The appeal shall be in writing and shall be submitted within
13 ten (10) days after the grievant receives the site administrator's written response.
14 The appeal shall include a copy of the original grievance, the immediate
15 supervisor's response, and a statement of the reasons for the appeal. The
16 Superintendent shall respond to the appeal in writing within ten (10) days after
17 receipt. Either the grievant filing the grievance or the Superintendent may request
18 a meeting to discuss the grievance within this ten (10) day period. If such meeting
19 is held, the time limit for submission of the Superintendent's response shall be
20 extended until five (5) days after such meeting.

21 **14.1.3.4 Level IV:** If the grievant is not satisfied with the decision at the previous level
22 or if there is no decision within the time limits, the grievant may, within ten (10)
23 days of the receipt of the decision or the exhaustion of the time limits, request
24 conciliation. The District shall then set a meeting with a conciliator from the
25 California State Mediation and Conciliation Service as soon as reasonably
26 possible for all parties of interest (see Appendix B). If agreed by the Association
27 and the District, the State Mediator may serve as Binding Arbitrator.
28

1 **14.1.3.5 Level V:** If Binding Arbitration is not agreed to in Level IV and the grievant is
2 not satisfied with the disposition of his/her grievance at level IV, or if no written
3 decision has been rendered within ten (10) days after submission of the grievance
4 to the Superintendent, the Association may within ten (10) days request in writing
5 that the grievance be submitted to arbitration. The parties shall select a mutually
6 acceptable arbitrator. Should they be unable to agree on an arbitrator within ten
7 (10) days of the Association's submission of the grievance to arbitration,
8 submission of the grievance shall be made to the American Arbitration
9 Association. In any event, the parties will then be bound by the rules and
10 procedures of the American Arbitration Association in the selection of an
11 arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration
12 Rules of said Association. The sole authority of the arbitrator shall be to decide
13 whether there has been a violation of the Agreement and the appropriate remedy
14 if there has been a violation. The arbitrator will be without power or authority to
15 make any decision which requires the commission of an act prohibited by law or
16 which violates the terms of this Agreement, or which alters or amends the terms
17 of this Agreement. The decision of the arbitrator will be submitted to the
18 Association and the Superintendent and will be binding upon the parties to this
19 Agreement and the grievant(s).

20 **14.1.3.6** All costs for the services of the arbitrator, including, but not limited to, per diem
21 expenses, his/her travel and subsistence expenses and the cost of any hearing
22 room will be borne equally by the District and the Association. All other costs
23 will be borne by the parties incurring them.

24 **14.1.4 General Provisions**

25 **14.1.4.1** The filing or pendency of any grievance shall in no way operate to impede, delay
26 or interfere with the right of the District to take the action complained of, nor
27 justify the teacher's refusal to perform assigned duties.
28

1 14.1.4.2 The time limits on the filing and processing of grievances may be extended only
2 by mutual written agreement.

3 14.1.4.3 All materials concerning a grievance shall be kept in a file separate from the
4 grievant's personnel file.

5 14.1.4.4 A grievance must be filed and appealed within the time limits set forth above, or
6 the grievance shall be considered settled on the basis of the last response given.
7 Such settlements shall be binding on all parties. If the District representative fails
8 to respond to a grievance within the time limits provided at a particular step
9 (unless such time limits are extended by mutual agreement), the grievance may
10 be appealed to the next step within the appropriate time limits.

11 14.1.4.5 If the same grievance is made by more than one (1) grievant against one (1)
12 respondent, one (1) unit member, on behalf of him/herself and others similarly
13 involved, may process the grievance through the grievance procedure provided,
14 however, that the District may separate any such group grievances. Names of all
15 aggrieved parties shall appear on all documents related to the settlement of the
16 grievance.

17 14.1.4.6 In the course of investigation of any grievance, the representative of the
18 Association will report to the principal's office of the building being visited and
19 will state the purpose of the visit immediately upon arrival.

20 14.1.4.7 It will be the practice of all parties in interest to process grievances, insofar as
21 possible, at times which do not interfere with assigned duties, and to avoid
22 interruption of classroom activities and the involvement of students.

23 14.1.4.8 If any member of the Association is a party in interest to any grievance, he/she
24 shall not serve as the Association's grievance representative in the process of a
25 grievance except where the Association is the grievant.

26 14.1.4.9 A grievant may be represented at any formal level of the grievance procedure up
27 to arbitration by the Association or a grievance representative of the unit
28

1 members' choice. If not represented by the Association, the Association shall
2 have the right to state its views prior to the resolution of the grievance.

3 14.1.4.10 The Association shall be the sole representative of the grievant in arbitration.

4 14.1.4.11 The Association and unit members agree not to pursue any judicial or
5 administrative remedy against the district as to any matter subject to the
6 procedures established in this Article until such procedures are exhausted.

7 14.1.4.12 Any grievance based upon a complaint that the employee has been placed on the
8 wrong salary schedule or step, or that he/she has been improperly denied an
9 increment, or that his/her salary has been miscalculated, shall be filed directly
10 with the Human Resources Office. The decision of the Assistant Superintendent
11 of Human Resources may be appealed to the Superintendent in writing pursuant
12 to the procedures in Level III.

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**ARTICLE 15
HIRING RATIO**

15.1 Hiring Ratio

15.1.1 The District will maintain 28 student/1 teacher hiring ratio at each site.

15.1.2 The 28:1 ratio shall not include any interventionists hired with School Site Council funds, Athletic Directors, Activities Directors, teachers on special assignment, special education coordinator, counselors, speech language therapists, school psychologists, English language coaches, teachers of special day and resource classes, Vocational Transition Program, or the time any other certificated bargaining unit members spent outside of the classroom.

15.2 Class Size Limits

15.2.1 Class sizes in a five-and-two (5-and-2) schedule shall be no larger than thirty-six (36) students for any class, except that class sizes for physical education, band, choir, and Leadership classes (e.g., ASB) shall be no larger than fifty (50) students. An exception to the fifty (50) student limitation is subject to agreement with the Association on a case-by-case basis. Band classes may exceed the limitations of this paragraph by agreement between the school site administrator and the teacher.

15.3 Interview Process

15.3.1 The Association Interview Committee will be requested to appoint unit members to participate on interview panels and to advise management regarding the qualifications and selection of applicants for open or district anticipated bargaining unit positions:

- Positions: All unit positions set forth in Article 1, paragraph 1.2.1, of the current Agreement.
- Association Appointees:
 - One Department Chair per school site if the position is within a department.
 - An additional employee per affected or district anticipated school site will be appointed.

- 1 ○ If the opening is a single employee position at a school site, the
- 2 appointee may be from another school site.
- 3 ○ A second employee per affected school site if the position does not have a
- 4 department chair.
- 5 ○ In the event a Department Chair is not available for an interview, the
- 6 Department Chair may designate another department member to attend in
- 7 their place.

8 Interviews shall be held at the District office when possible. The Association shall be
9 notified of scheduled interviews at least three (3) days in advance, but the district will
10 attempt to notify the Association earlier.

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1 **ARTICLE 16**

2 **CONCLUSION**

3 **16.1 Savings Provisions**

4 16.1.1 If any provision of this Agreement or any application thereof to any unit member is held
5 by the legislature, a court of competent jurisdiction or administrative agency to be contrary
6 to law, then such provision or application will be deemed invalid to the extent required by
7 such decision, but all other provisions or applications shall continue in full force and effect.
8 Should a provision or application be deemed invalid, the parties shall meet within ten (10)
9 days of the request of either party to renegotiate the provisions and/or application(s)
10 affected.

11 **16.2 Maintenance of Benefits**

12 16.2.1 The District agrees not to change officially adopted personnel policies within the scope of
13 representation, but not included in the Agreement, without negotiating with the
14 Association. The District shall not reduce or eliminate any benefits within the scope of
15 representation or included in the current contract during the term of this Agreement.

16 **16.3 Support of Agreement**

17 16.3.1 The Association hereby agrees that neither it nor its agents shall initiate or participate in
18 any strike in this District during the life of this Agreement. In the event of any strike by
19 unit members, the Association and its agents will do everything reasonably within their
20 power to end or avert the same. The foregoing shall apply to requests from other
21 organizations to engage in any strike in the District.

22 **16.4 Term of Agreement**

23 16.4.1 This Agreement shall become effective upon ratification, following approval by the Board
24 of Trustees, and shall continue in effect to and including June 30, 2024. Articles 2.1 –
25 Wages and 2.7 – Employee Benefits Program will reopen for negotiations for the 2023-
26 2024 school year. The limitation of paragraph 16.5.1.2 does not apply to this provision.
27
28

1 **16.5 Completion of Negotiations**

2 16.5.1 This Agreement represents complete collective bargaining and full agreement by the
3 parties in respect to wages, hours of employment, and other terms and conditions of
4 employment which shall prevail during its term. This Agreement supersedes and replaces
5 the 2015-2018 Collective Bargaining Agreement.

6 16.5.1.1 It is understood and agreed that the specific provisions contained in this
7 Agreement are a true and precise representation of all agreements reached by the
8 parties during this round of meet and negotiation.

9 16.5.1.2 During the period from the ratification of this agreement until June 30, 2024, the
10 Parties expressly waive and relinquish the right to meet and negotiate and agree
11 that they shall not be obligated to meet and negotiate with respect to any subject
12 or matter whether or not referred to or covered in this Agreement, even though
13 such subject or matter may not have been within the knowledge or contemplation
14 of either or both the District or the Association at the time they met and negotiated
15 on and executed this Agreement, and even though such subjects or matters were
16 proposed and later withdrawn, except as provided for elsewhere in this
17 Agreement.

18 16.5.1.3 If there are items of mutual concern, the District and the Association may, by
19 mutual consent, meet and negotiate with the intent to modify existing articles, add
20 additional articles to, or delete articles from this Agreement.

1 RATIFIED AND ACCEPTED

2 By their signatures below, the signatories certify that they are authorized representatives
3 of either the District or the Exclusive Representative as the contracting parties; that all actions
4 necessary for the District or Exclusive Representative to ratify and accept this Agreement as a
5 binding and bilateral Agreement have been completed in the manner required by that party and
6 the law and that this Agreement is hereby entered into without the need for further ratification
7 and acceptance.

8 ACCEPTED:

9
10 SANTA MARIA JOINT UNION
11 HIGH SCHOOL DISTRICT

12 
13 JACK GARVIN
14 President, Board of Trustees

15 
16 CAROL KARAMITSOS
17 Clerk, Board of Trustees

18 Dated: October 12, 2021
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ACCEPTED:

SANTA MARIA JOINT UNION
HIGH SCHOOL DISTRICT FACULTY
ASSOCIATION/CTA/NEA


MATTHEW PROVOST
President

Dated: October 12, 2021

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SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

2023-24 Certificated Salary Schedule

Column I	Bachelor's Degree
Column II	Bachelor's Degree + 15 semester units earned subsequent to receipt of B.A.
Column III	Bachelor's Degree + 30 semester units earned subsequent to receipt of B.A.
Column IV	Bachelor's Degree + 45 semester units earned subsequent to receipt of B.A.; or Master's Degree
Column V	Bachelor's Degree + 60 semester units earned subsequent to receipt of B.A.; or Master's Degree + 15 units

8.22%

increase

EFFECTIVE: 07/01/2023

@ 185 days

YEARS OF SERVICE	COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
1	\$59,394	\$63,678	\$67,968	\$72,269	\$76,559
2	\$62,848	\$67,147	\$71,438	\$75,729	\$80,014
3	\$66,326	\$70,616	\$74,900	\$79,196	\$83,478
4	\$69,788	\$74,086	\$78,372	\$82,647	\$86,957
5	\$73,252	\$77,552	\$81,829	\$86,126	\$90,406
6	\$76,717	\$81,003	\$85,300	\$89,588	\$93,871
7	\$80,181	\$84,466	\$88,765	\$93,053	\$97,344
8	\$83,645	\$87,930	\$92,230	\$96,525	\$100,804
9	\$83,645	\$91,396	\$95,701	\$99,988	\$104,273
10	\$83,645	\$94,865	\$99,152	\$103,450	\$107,737
11	\$83,645	\$94,865	\$102,622	\$106,927	\$111,199
12	\$83,645	\$94,865	\$102,622	\$110,369	\$114,668
13	\$83,645	\$94,865	\$102,622	\$110,369	\$118,795
14	\$83,645	\$94,865	\$102,622	\$110,369	\$118,795
15	\$83,645	\$94,865	\$102,622	\$110,369	\$118,795
16	\$85,945	\$97,474	\$105,446	\$113,404	\$122,062
17	\$85,945	\$97,474	\$105,446	\$113,404	\$122,062
18	\$85,945	\$97,474	\$105,446	\$113,404	\$122,062
19	\$88,247	\$100,079	\$108,268	\$116,440	\$125,327
20	\$88,247	\$100,079	\$108,268	\$116,440	\$125,327
21	\$88,247	\$100,079	\$108,268	\$116,440	\$125,327
22+	\$90,546	\$102,693	\$111,090	\$119,474	\$128,993

- \$1,500 will be added to Column V for a doctorate
- Psychologists & Speech Language Therapists shall be placed on Column V, Step 9-18, plus 10%, plus 10 extra days
- School Nurses shall be placed on Column V, Step 8-18, plus 5 extra days
- Athletic Directors shall have a minimum placement on Column IV, Step 9, maximum Step 18, plus 5 extra days, plus 9%
- A maximum of ten (10) years experience will be allowed for initial placement
- Longevity increments are built into the salary schedule at years 16, 19, and 22
- Part time teachers' salaries shall be computed based on their placement on the salary schedule & percentage of a full time equivalency

Santa Maria Joint Union High School District programs, activities, practices and employment shall be free from unlawful discrimination, including discriminatory harassment, intimidation, and bullying based on actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identifications, age, religion, marital, family or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information or any other characteristic identified in Education Code 200 or 220, Penal code 422.55, or Government Code 11135, or based on association with a person or group with one or more of these actual or perceived characteristics. If you believe you have been subjected to discrimination, harassment, intimidation, or bullying, you should immediately contact the District's Discrimination, Equity and Title IX Compliance Officer Mr. Sal Reynoso, Director of Certificated Human Resources, at 2560 Skyway Drive, Santa Maria, CA 93455, (805) 922-4573 and/or sreynoso@smjuhsd.org. A copy of SMJUHS's Uniform Complaint Procedures, Non-Discrimination Policies, Sexual Harassment Policies are available upon request.

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**APPENDIX B
DEFINITIONS**

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Unit member refers to any member of the certificated bargaining unit

FMC refers to the Faculty, Management Council

“Designee” of the District Superintendent or the Association President refers to a person who is designated to speak, act, reach and enter into agreements on behalf of the Superintendent or President.

A "day" is any of the one hundred eighty-five (185) contract days.

A "term" is equal to approximately nine weeks Four terms equals one year. A semester equals terms 1&2 or 3&4.

SDM refers to Shared Decision Making

DHOH refers to Deaf and Hard of Hearing

DHOH interpreters are part of the Paraprofessional job family.

A "grievance" is a formal written allegation by a grievant that he or she has been adversely affected by a violation of the specific provisions of this Agreement.

A "grievant" may be the Association or any member of the bargaining unit covered by the terms of this Agreement.

The "immediate supervisor" is the certificated administrator having direct supervisory responsibility for the grieving unit member.

The "site administrator" is the Principal or his or her designee.

A "party in interest" is any unit member making the claim, any person who might be required to take action or against whom action might be taken to resolve the claim, and/or the unit member's representative.

“Memorandum of Understanding (MOU)” is a written agreement between the District and the Association regarding a term and condition of employment. A violation of the MOU is subject to the grievance procedure. The duration of the MOU is for the period specified in the document or the duration of the then-current Agreement.

“Side-letter” is (1) a written statement of procedure that implements an existing provision of the Agreement or an MOU, or (2) a written statement regarding any matter deemed appropriate by the District and Association. Failure to adhere to the terms of a side-letter is not subject to the grievance procedure.

“Addendum” is a written modification to an existing provision or provisions of the Agreement, which by its terms is either attached to Agreement or incorporated into the text of the Agreement.

“Aide” is a classified employee of the District who provides appropriate assistance in the assigned

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classroom.
“Full Time Equivalent” or “FTE” for a teacher is equal to a five-period teaching day and
two preparation periods.

1 **APPENDIX C**

2 **ADJUNCT DUTIES PROCEDURE**

3 Definition: The negotiated adjunct duties are activities that allow students to be supervised by
4 teachers in a non-curricular/non-instructional environment outside the normal work day
5 without additional compensation.

6 Directions: The Principal’s welcome back letter will include a list of the negotiated adjunct
7 duties supervised by bargaining unit members. A maximum number of two (2) events may be
8 required of any bargaining unit member during an academic year. A bargaining unit member
9 may volunteer for more than two (2) events in an academic year. If a bargaining unit member
10 does not sign up, he/she may be assigned supervision of adjunct duties.

- 11 1. Activity/Athletic Directors will make a calendar of the negotiated list of adjunct duties with
12 events, dates, time frames and locations.
- 13 2. Athletic Directors may allow bargaining unit members to sign up for specialized needs (e.g.
14 timers, etc.) before presenting the list to staff.
- 15 3. Calendars of adjunct duties will be posted for sign ups during the first two contractual days of
16 the school year at predetermined locations.
- 17 4. Activity/Athletic Directors will review the calendars and identify open adjunct duties. The first
18 four (4) days of the second week of school, a list of open adjunct duties will be posted at a
19 designated location for the second opportunity to sign up.
- 20 5. During the third week of school, the Principal will review the calendar and determine any open
21 adjunct duties. If any openings remain, the Principal will conduct a meeting to provide all
22 bargaining unit members, who have not signed up, with the third and final opportunity to
23 volunteer for adjunct duties.
- 24 6. If after the third opportunity to sign up there are any remaining open adjunct duties, then any
25 bargaining unit member who has not volunteered may be assigned to those openings during
26 the fourth week by a lottery system to fill the vacancies in a chronological order. The Principal
27 and an Association designee will conduct the lottery.
- 28 7. The negotiated adjunct duty list and the procedures will be revisited periodically by the Faculty
29 Association and District negotiating teams:

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Dances	Athletics (all level, home games only)
Prom	Fall
Corrigan/King of Hearts	Football
Sadie Hawkins	Water Polo, boys
Winter Formal	Volleyball, girls
Homecoming	Winter
After game dances (two maximum per school year)	Basketball, girls, boys
Grad Night (with next day off-subs paid by school business)	Water Polo, girls
Pride Day	Wrestling
VPA Productions (drama, choir, band)	Spring
	Track and Field
	Swim
	Baseball, Softball
	Volleyball, boys

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APPENDIX D
EVALUATION FORMS PACKAGE

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PROCEDURES FOR ADMINISTRATORS TO EVALUATE CERTIFICATED STAFF

TIMELINE:	PERMANENT:	NON-PERMANENT:
Pre-Observation Conference	by October 31 st	by October 1 st
Observations	October – April	October-February
Final Evaluation	by May 1 st	by February 15 th

I. PRE-OBSERVATION CONFERENCE:

A mutually agreed-upon conference will be held between the administrative evaluator and the unit member to explain the evaluation procedures. At this conference, the unit member will be provided with the evaluation document and the evaluation procedures to be followed, to also include information on instructional strategies.

II. UNIT MEMBER OBSERVATIONS:

The administrator will make observations of the permanent and non-permanent certificated employee. The administrator will follow the following procedures:

- a. The administrator will observe the class for the entire instructional period. For non-classroom unit members, the administrator will make observations in various settings.
- b. The administrator will **script*** (during the classroom observation) teacher and student actions during the instructional period and respond to the instructional checklist of the modified California Standards of the Teaching Profession/Observation Form (Form A1) to indicate the performance level demonstrated or not demonstrated during the observation. For non-classroom unit members, the administrator will make specific notes based on appropriate evaluation form (A2 – A7).
- c. The evaluator will not participate in classroom activities except when requested by the teacher.

* *Scripting: Detailed note-taking of teacher and student actions during the instructional period.*

III. FOLLOW-UP OBSERVATIONS AND CONFERENCES:

- a. The administrator will schedule a post observation conference with the unit member and provide written comments on the observation of the unit member within ten (10) school days of the final observation.
- b. Based upon the information gained from the observations, if 50% or more of the criteria in Section B and/or C have not been demonstrated, the unit member and administrator may develop goals for those criteria in the form of an action plan (see Form B). An Action Plan may also be developed for Sections A and/or D. The Action Plan must be developed, implemented and achieved within a minimum of three months.
- c. If a teacher refuses to accept the action plan goals of Section B and/or C, the Final Summative Evaluation will be completed, and the teacher will be referred to PAR.
- d. An action plan will trigger at least one additional observation.
- e. The modified California Standards of the Teaching Profession/State Content Standards Observation Form (Form A1) and the action plan will be used by the evaluator and the teacher to facilitate the post observation conference discussion (Form C).

PROCEDURES FOR ADMINISTRATORS TO EVALUATE CERTIFICATED STAFF

Page 2

IV. FINAL SUMMATIVE EVALUATION:

- a. The Final Summative Evaluation will be based on the unit member's performance as related to the modified California Teaching Standards of the Teaching Profession/Observation Form (Form A1) or the appropriate standards in the unit member's evaluation (A2 – A7), as well as goals stated in an action plan, if applicable.
- b. If the unit member disagrees on the one or more statements in the Final Summative Evaluation, the unit member must write a written response within ten (10) school days of receiving the Final Summative Evaluation. A copy of the response is attached to Final Summative Evaluation and is given to the evaluator and the Assistant Superintendent of Human Resources.
- c. The Final Summative Evaluation is signed and dated by the evaluator and the unit member. If the unit member refuses to sign the Final Summative Evaluation, the evaluator will indicate so on Final Summative Evaluation.
- d. The original copy of the Final Summative Evaluation is sent to the district Human Resource's office. One copy each is given to the unit member and the evaluator.
- e. An "unsatisfactory" rating in either "B" or "C" of the Final Summative Evaluation form requires the evaluatee to participate in the district's Peer Assistance Review Program pursuant to Education Code §44500 et. seq. A non-classroom unit member that receives an "unsatisfactory" rating shall work with their evaluator to develop a written improvement plan prior to the end of the current school year. The improvement plan is to be reviewed during the spring of the following school year.

ADDITIONAL DIRECTIONS:

- a. Forms A1 – A7 shall be used for the observation of unit members.
- b. Forms A1 – A7 can be used multiple times.
- c. The "Evidence Requested" column on Observation Form for Certificated Employees (Form A) may be used to indicate the need for evidence in an area that has been marked in the "not observed/not applicable" column. The "Evidence Requested" is optional for unit members and administration.
- d. Forms B and C are used by the evaluator and are optional.
- e. Under the "comments" section, the evaluator can describe areas observed or not observed.
- f. Non-permanent, Temporary, and Probationary unit members are evaluated yearly. Permanent unit members are evaluated every other year or at least every five (5) years for those who have been employed at least ten (10) years with the school district.
- g. The action plan is given to the teacher if it is satisfactorily achieved. If the action plan does not result in satisfactory improvement of performance the teacher will continue with the Peer Assistance Review Program (PAR).
- h. No specific references shall be made in the Final Summative Evaluation about the action plan.

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

Evaluatee: _____ School: _____

Date: _____ Period: _____ School Year: _____ Course: _____

A. PUPIL PROGRESS TOWARD STANDARDS OF EXPECTED ACHIEVEMENT	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1 Collaborating with colleagues to establish and articulate goals for student learning that meet established standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2 Organizing curriculum to support student understanding of subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3 Collecting and using multiple sources of information to assess student learning through records.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4 Using multiple assessments to guide instruction.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5 Communicating with students, families, and other audiences about student progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. INSTRUCTIONAL TECHNIQUES/STRATEGIES	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1 Using materials, resources and/or technologies to make subject matter accessible to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2 Using a variety of instructional strategies and resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3 Developing student understanding through planning of instructional strategies that are appropriate to the subject matter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5 Sequencing instructional activities and materials for student learning within the lesson.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B6 Using instructional time appropriately for learning activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. ADHERENCE TO CURRICULAR OBJECTIVES	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1 Establishing and communicating learning goals for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2 Connecting students prior knowledge and interests to learning goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3 Modifying instructional strategies and activities to adjust for student needs within a lesson.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4 Facilitating self directed learning and providing appropriate feedback.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5 Demonstrating knowledge of subject matter content, instruction, and assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. SUITABLE LEARNING ENVIRONMENT	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1 Creating a physical environment that engages students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2 Establishing and maintaining standards for student behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3 Establishing a climate that promotes fairness, respect, and group responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4 Facilitating learning experiences which promote interaction and choice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D5 Planning and implementing classroom procedures and routines that support student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII*

COMMENTS: _____

Evaluator: _____

Date: _____

Evaluatee: _____

Date: _____

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

Evaluatee: _____ School: _____

Date: _____ Period: _____ School Year: _____ Course: _____

A. ENGAGES, ADVOCATES FOR, AND SUPPORTS ALL STUDENTS IN LEARNING	Yes	No	Not Observed/NA	Evidence Requested/Offered
A1 Ensures all students are engaged in a system of support designed for learning and academic success.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2 Advocates for educational opportunity, equity, and access for all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3 Advocates for the learning and academic success of all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4 Identifies student problems in their earliest stages and implements student prevention and intervention strategies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. PLANS, IMPLEMENTS, AND EVALUATES PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS	Yes	No	Not Observed/NA	Evidence Requested/Offered
B1 Demonstrates knowledge of counseling standards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2 Develops outcome-based programs and student plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3 Assesses program and student plan outcomes and analyze data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4 Demonstrates leadership in program and student plan development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. UTILIZES MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT	Yes	No	Not Observed/NA	Evidence Requested/Offered
C1 Assesses and explains student social/emotional strengths and challenges.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2 Interprets and explains student assessment data with students and parents/guardians.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3 Utilizes social/emotional and academic assessment data to develop personal, academic, and career plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4 Monitors student personal, academic, and career progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. COLLABORATES AND COORDINATES WITH SCHOOL AND COMMUNITY RESOURCES	Yes	No	Not Observed/NA	Evidence Requested/Offered
D1 Builds and maintains student support teams for student achievement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2 Provides consultation and education for school staff, parents, and/or community members.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3 Develops working relationships within the school that include school staff members, parents, and community members.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4 Coordinates support from community agencies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. PROMOTES AND MAINTAINS A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS	Yes	No	Not Observed/NA	Evidence Requested/Offered
E1 Promotes a positive, safe, and supportive learning environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E2 Identifies and utilizes programs that address the personal and social risk factors of students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E3 Collaborates with school staff, community agencies, parents, and student groups to maintain safe learning environments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E4 Incorporates school safety plan that addresses elements of prevention, intervention, and treatment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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FORM A3

(TOSA)

Teacher on Special Assignment

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

Observation Form for Certificated Employees

Form A Evaluation

Article VII

Evaluatee: _____ School: _____

Date: _____ Period: _____ School Year: _____ Course: _____

A. ENGAGES AND SUPPORTS ALL TEACHERS IN LEARNING	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1 Engages, supports, and advances the professional learning of each teacher.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2 Uses reflective conversation skills to engage teachers in collaborative problem solving and reflective thinking to promote self-directed learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3 Uses a variety of strategies and resources, including technology, to respond to teachers' professional needs and to the learning needs of all students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4 Uses data to engage teachers in examination and improvement of practice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT AND TEACHER LEARNING	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1 Creates and maintains collaborative and professional partnerships to support teacher growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2 Creates an environment of trust, caring, and honesty with all teachers to establish and maintain strong relationships and promote professional growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3 Uses coaching and collaboration time effectively, implementing procedures and routines that support teachers' learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4 Promotes development of teachers' professional responsibility and collaboration with families.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT AND TEACHER LEARNING	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1 Utilizes knowledge of student content standards (CCSS) to advance teacher and student development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2 Utilizes knowledge of pedagogy and instructional strategies to advance teacher and student development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3 Utilizes knowledge of professional teaching standards (CSTPs) to advance teacher and student development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4 Uses knowledge of equity principles to deepen teacher understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. PLANS PROFESSIONAL LEARNING OPPORTUNITIES FOR ALL TEACHERS	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1 Designs and facilitates professional development for teachers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2 Builds on and values prior knowledge, background, interests, experiences, and needs of teachers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3 Creates an effective environment for professional learning (relaxed and inviting with opportunities for collaboration).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4 Uses a variety of research-based instructional strategies to differentiate professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FORM A3
(TOSA)

Teacher on Special Assignment

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

Observation Form for Certificated Employees

Form A Evaluation

Article VII

E. USES ASSESSMENTS TO PROMOTE STUDENT AND TEACHER LEARNING	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
E1 Utilizes assessments to promote teacher learning and development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E2 Plans and organizes for implementation of formative assessments to advance classroom practice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E3 Uses results of formative assessments to guide coaching and grade level team meetings.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

Evaluatee: _____ School: _____

Date: _____ Period: _____ School Year: _____ Course: _____

A. ENGAGES AND SUPPORTS ALL STUDENTS	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1 Assists in mailing athletic correspondence.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2 Provides publicity release information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3 Plans and supervises athletic physical exams.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4 Responsible for publication, distribution, and checking all CIF eligibility lists.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5 Assumes responsibility for periodic checking of scholastic eligibility with faculty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. ENSURES A HIGH QUALITY ATHLETIC PROGRAM IS ARTICULATED AND IMPLEMENTED	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1 Sees that rules and intent of rules pertaining to athletics are carried out by coaching staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2 Advises principals in matters relating to school athletic policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3 Orients all new coaches to school, league, CIF coaching policies, and rules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4 Supervises the conduct of coaches on athletic facilities, both at home and away activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5 Ensures all written reports are properly submitted.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. PLANS AND COLLABORATES WITH ALL STAKEHOLDERS	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1 Coordinates the work of the coaching staff in all regards, including working out coaching personnel problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2 Organizes all trips required by CIF.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3 Assists with athletic banquets and the sports segments of the awards assembly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4 Serves as a school liaison to Boosters and other community support groups.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5 Acts as primary designee for coordination of the use of athletic facilities in cooperation with the P.E. Department and others as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. ESTABLISHES AND MANAGES AN ATHLETIC PROGRAM THAT FOSTERS A POSITIVE ENVIRONMENT	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1 Makes all necessary arrangements to begin each sports season.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2 Prepares, distributes, and posts the schedule of competition for all sports, including printed schedules as necessary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3 Plans all home contests, including arrangements for officials, other adult personnel, and physical and equipment details for CIF office and others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4 Enforces Board policy related to all athletic activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D5 Serves as the primary coordinator of athletic transportation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D6 Serves as the athletic contact to media.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D7 Prepares and administers athletic budget.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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FORM A5
Nurse

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

Evaluatee: _____ School: _____

Date: _____ Period: _____ School Year: _____ Course: _____

A. QUALITY OF SCHOOL NURSE CARE	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1 Analyzes and interprets the health and development needs of students and provides appropriate health counseling and care.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2 Communicates and consults with administrators, medical providers, and community agencies about policies, procedures, program development, and services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3 Delivers high quality care to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4 Organizes and implements state mandates (immunizations, health screenings, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5 Develops and maintain effective health records.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6 Identifies and interprets health needs and coordinates appropriate care/plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. DOCUMENTATION AND RECORD KEEPING	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1 Records findings of mandated health screening in designated places.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2 Records pertinent information relevant to health status of students provided by parents and health providers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3 Records and maintain student medication logs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4 Completes and submits required state and county reports in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. COLLABORATES AND COMMUNICATES EFFECTIVELY	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1 Participates in IEP/SST/504 and other meetings as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2 Plans and conducts staff development programs on care of medically fragile/ill students for school personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3 Trains staff regarding emergency protocol and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4 Manages health offices, and adheres to necessary timelines for health services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5 Collaborates with students, families, staff, and colleagues in a manner that results in quality health care.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C6 Coordinates referrals to care providers and/or community agencies that enable continuity of student care.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. PROGRAM/PLAN MANAGEMENT	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1 Implements student health management plans and coordinates with other school personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2 Evaluates the delivery and outcomes of health services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3 Facilitates management of communicable disease issues in schools and/or community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

Observation Form for Certificated Employees

Form A Evaluation

Article VII

FORM A6

Speech Therapist

D4 Enhances the overall quality and delivery of health care services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Evaluatee: _____ School: _____

Date: _____ Period: _____ School Year: _____ Course: _____

A. DESIGNING AND PLANNING LEARNING EXPERIENCES	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1 Organizes a program that addresses students speech/language goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2 Works cooperatively with school personnel to accomplish the speech/language goals and objectives of the district/site/individual student.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3 Coordinates speech/language services with student services provided by other personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4 Maintains records of the speech/language program and prepares reports as required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5 Attends and prepares necessary documents for IEP meetings and other meetings as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6 Develops appropriate speech/language goals and objectives for students receiving speech services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. ASSESSES STUDENT LEARNING/ELIGIBILITY AND EVALUATION	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1 Administers formal and informal tests for speech/language purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2 Obtains additional or supplementary diagnostic information from appropriate persons and available records.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3 Chooses diagnostic tools, instruments and procedures for assessment and diagnosis as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4 Analyzes and interprets information to make recommendations regarding the needs for speech/languages services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5 Adjusts intervention strategies based upon student performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. SUPPORTS ALL STUDENTS IN LEARNING/THERAPY IMPLEMENTATION	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1 Maintains an environment that is positive and conducive to learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2 Plans appropriate therapy lessons that address IEP goals of students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3 Uses a variety of strategies and techniques appropriate to stated objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4 Assists students in developing compensatory skills and self-monitoring skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5 Gives prompt and appropriate feedback to students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C6 Provides pullout, collaborative, in-class, and consultative therapy approaches to meet students' speech/language needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. INCREASES EFFECTIVENESS AND PROFESSIONAL RESPONSIBILITIES	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1 Provides consultation and/or in-servicing to parents, teachers, and other appropriate school personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
Observation Form for Certificated Employees
Form A Evaluation
Article VII

FORM A6
Speech Therapist

D2	Seeks the assistance of teachers, parents, and others to meet the communication needs of students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D3	Provides formal or informal reports to parents about their students' progress in the speech/language program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4	Makes recommendations and referrals as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FORM A7**School Psychologist****SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT****Observation Form for Certificated Employees****Form A Evaluation****Article VII**

Evaluatee: _____ School: _____

Date: _____ Period: _____ School Year: _____ Course: _____

A. ASSESSMENT AND DATA BASED DECISION MAKING	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
A1 Manages cases of students referred, obtaining parent signatures, manages timelines, follows mandated procedures, completes paperwork and student files.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2 Completes thorough evaluations using current and appropriate assessment instruments. Reviews appropriate history and conducts teacher, student and parent interviews to gather relevant data as part of the assessment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3 Provides narrative written reports and records to document the student's condition, the need for special education, and to recommend an appropriate course of remediation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4 Functions as a working member of the IEP Team and consults with stakeholders to implement the goals and objectives of the IEP including regular class placement as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5 Conducts required assessment of Special Education students and completes reports in a timely manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. INTERVENTIONS AND INSTRUCTIONAL SUPPORT TO DEVELOP ACADEMIC, SOCIAL, AND LIFE SKILLS	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
B1 Coordinates behavior management programs for individual students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2 Provides individual, short-term counseling and crisis management with individual students and families.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3 Conducts evaluation of students' behavioral and emotional needs and provides recommendations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4 Provides referral to outside agencies as needed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5 Coordinates/conducts on-going, small group counseling and social skills training.				
B6 Provides/coordinates in-services for staff and parents on topics such as behavior management, child development, and learning.				
C. CONSULTATION AND COLLABORATION	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
C1 Participates in the development and support of school and District programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2 Maintains rapport with staff and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3 Recommends appropriate interventions and modifications to facilitate student success.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C4 Participates in referral processes at the school site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5 Responds in a flexible and professional manner in crisis or adversarial situations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C6 Assists and provides in-service and consultation to parents and staff about Special Education and related topics.				

FORM A7

School Psychologist

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT

Observation Form for Certificated Employees

Form A Evaluation

Article VII

D. PROFESSIONAL COMMUNICATION	Yes	No	Not Observed/ NA	Evidence Requested/ Offered
D1 Clearly and accurately explains laws, policies and regulations relating to psychological services to parents, students, and school personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2 Effectively communicates with students, using language appropriate to the listener, including non-vocal communication when necessary.				
D2 Advocates for student success.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ACTION PLAN

Evaluatee:

Evaluator:

Date:

DIRECTIONS: The evaluatee and evaluator will develop an action plan for each criteria not being demonstrated based upon the observation. Multiple criteria can be addressed.

Criteria to be addressed:

Action Plan: include activities that the evaluatee will demonstrate and the methodologies to be used.

Evaluator:

Evaluatee:

Date:

Date:

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FORM C

POST OBSERVATION CONFERENCE SUMMARY

EVALUATEE: _____

EVALUATOR: _____

DATE: _____

DIRECTIONS: For each criteria stated in the Action Plan, indicate how each of the strategies outlined in the Action Plan are or are not being demonstrated. Based upon the observations, indicate specific actions as evidence.

Evaluator

Evaluatee

Date

Date

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Evaluatee

Grade/Assignment

School Year

A. PUPIL PROGRESS TOWARD STANDARDS OF
EXPECTED ACHIEVEMENT

SATISFACTORY

UNSATISFACTORY

COMMENDATIONS:

RECOMMENDATIONS:

B. INSTRUCTIONAL TECHNIQUES/
STRATEGIES

SATISFACTORY

UNSATISFACTORY

COMMENDATIONS:

RECOMMENDATIONS:

C. ADHERENCE TO CURRICULAR OBJECTIVES

SATISFACTORY	UNSATISFACTORY
<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

D. SUITABLE LEARNING ENVIRONMENT

SATISFACTORY	UNSATISFACTORY
<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: An "Unsatisfactory" rating in either B or C above requires the Evaluatee to participate in the District's Peer Assistance and Review Program pursuant to E.C. 44500 et seq.

EVALUATEE'S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature

Date

Evaluator's Signature

Date

October 12, 2021

Evaluatee	Grade/Assignment	School Year	
		SATISFACTORY	UNSATISFACTORY
A.	ENGAGES, ADVOCATES FOR, AND SUPPORT ALL STUDENTS	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

Evaluatee	Grade/Assignment	School Year	
		SATISFACTORY	UNSATISFACTORY
B.	PLANS, IMPLEMENTS, AND EVALUATES PROGRAMS TO PROMOTE ACADEMIC, CAREER, PERSONAL, AND SOCIAL DEVELOPMENT OF ALL STUDENTS	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
C. UTILIZES MULTIPLE SOURCES OF INFORMATION TO MONITOR AND IMPROVE STUDENT BEHAVIOR AND ACHIEVEMENT	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
D. COLLABORATES AND COORDINATES WITH SCHOOL AND COMMUNITY RESOURCES	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
E. PROMOTES AND MAINTAINS A SAFE LEARNING ENVIRONMENT FOR ALL STUDENTS	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

FORM D2
Counselor

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: An “Unsatisfactory” rating in either A or C above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE’S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee’s Signature Date

Evaluator’s Signature Date

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Evaluatee	Grade/Assignment	School Year	
		SATISFACTORY	UNSATISFACTORY
A.	ENGAGES AND SUPPORTS ALL TEACHERS IN LEARNING	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

Evaluatee	Grade/Assignment	School Year	
		SATISFACTORY	UNSATISFACTORY
B.	CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT AND TEACHER LEARNING	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
C. UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT AND TEACHER LEARNING	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
D. PLANS PROFESSIONAL LEARNING OPPORTUNITIES FOR ALL TEACHERS	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
E. USES ASSESSMENTS TO PROMOTE STUDENT AND TEACHER LEARNING	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

FORM D3

TOSA

Teacher on Special Assignment

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: An “Unsatisfactory” rating in either A or B above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE’S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee’s Signature Date

Evaluator’s Signature Date

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Evaluatee	Grade/Assignment	School Year	
		SATISFACTORY	UNSATISFACTORY
A.	ENGAGES AND SUPPORTS ALL STUDENTS	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

Evaluatee	Grade/Assignment	School Year	
		SATISFACTORY	UNSATISFACTORY
B.	ENSURES A HIGH QUALITY ATHLETIC PROGRAM IS ARTICULATED AND IMPLEMENTED	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

C. PLANS AND COLLABORATES WITH ALL STAKEHOLDERS

	SATISFACTORY	UNSATISFACTORY
	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

D. ESTABLISHES AND MANAGES AN ATHLETIC PROGRAM THAT FOSTERS A POSITIVE ENVIRONMENT

	SATISFACTORY	UNSATISFACTORY
	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: An "Unsatisfactory" rating in either B or D above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE'S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature

Date

Evaluator's Signature

Date

FORM D5
Nurse

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT
FINAL SUMMATIVE EVALUATION

Pursuant to Article VII of
The Negotiated Agreement

Evaluatee

Grade/Assignment

School Year

A. QUALITY OF SCHOOL NURSE CARE

SATISFACTORY

UNSATISFACTORY

COMMENDATIONS:

RECOMMENDATIONS:

B. DOCUMENTATION AND RECORD KEEPING

SATISFACTORY

UNSATISFACTORY

COMMENDATIONS:

RECOMMENDATIONS:

C. COLLABORATES AND COUMMUNICATES EFFECTIVELY

SATISFACTORY	UNSATISFACTORY
<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

D. PROGRAM/PLAN MANAGEMENT

SATISFACTORY	UNSATISFACTORY
<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
OVERALL PERFORMANCE	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: An "Unsatisfactory" rating in either A or C above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE'S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee's Signature

Date

Evaluator's Signature

Date

Evaluatee	Grade/Assignment	School Year	
		SATISFACTORY	UNSATISFACTORY
A.	DESIGNING AND PLANNING LEARNING EXPERIENCES	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

	SATISFACTORY	UNSATISFACTORY
B. ASSESSES STUDENT LEARNING/ELIGIBILITY AND EVALUATION	<input type="checkbox"/>	<input type="checkbox"/>

COMMENDATIONS:

RECOMMENDATIONS:

C. SUPPORTS ALL STUDENTS IN LEARNING/
THERAPY IMPLEMENTATION

SATISFACTORY UNSATISFACTORY

COMMENDATIONS:

RECOMMENDATIONS:

D. INCREASES EFFECTIVENESS AND PROFESSIONAL
RESPONSIBILITIES

SATISFACTORY UNSATISFACTORY

COMMENDATIONS:

RECOMMENDATIONS:

OVERALL PERFORMANCE

SATISFACTORY UNSATISFACTORY

NOTE: An “Unsatisfactory” rating in either A or C above requires the Evaluatee to work with their Evaluator to develop a plan of improvement.

EVALUATEE’S STATEMENT: I acknowledge that this evaluation has been discussed with me, that I have been provided with written recommendations where improvement is indicated, that I understand my signature does not necessarily mean that I agree with this evaluation, and that I may submit a statement in writing to be attached to this form.

Evaluatee’s Signature

Date

Evaluator’s Signature

Date

Evaluatee

Grade/Assignment

School Year

A. ASSESSMENT AND DATA BASED DECISION
MAKING

SATISFACTORY

UNSATISFACTORY

COMMENDATIONS:

RECOMMENDATIONS:

B. INTERVENTIONS AND INSTRUCTIONAL SUPPORT
TO DEVELOP ACADEMIC, SOCIAL, AND LIFE SKILLS

SATISFACTORY

UNSATISFACTORY

COMMENDATIONS:

RECOMMENDATIONS:

UNIFORM SCHOOL SITE SCHEDULE

*Updated Per MOU signed October 24, 2022***Student Bell Schedule****Regular Day**

1	8:30 – 9:20
2	9:30 – 10:20
Break	10:20 – 10:35
3	10:35 – 11:25
4	11:35 – 12:25
Lunch	12:25 – 1:05
5	1:05 – 1:55
6	2:05 – 2:55
7	3:05 – 3:55

Early-Out Day

1	8:30 – 9:00
2	9:10 – 9:40
Break	9:40 – 9:55
3	9:55 – 10:25
4	10:35 – 11:05
Lunch	11:05 – 11:45
5	11:45 – 12:15
6	12:25 – 12:55
7	1:05 – 1:35

Monday Collaboration Day

1	8:30 – 9:10
2	9:20 – 10:00
Break	10:00 – 10:15
3	10:15 – 10:55
4	11:05 – 11:45
Lunch	11:45 – 12:25
5	12:25 – 1:05
6	1:15 – 1:55
7	2:05 – 2:45
Collaboration	3:00 – 4:00

Finals Schedule

<u>Day 1</u>	
1 st Period	8:30 – 10:20
Break	10:20 – 10:40
2 nd Period	10:40 – 12:30
Lunch	12:30 – 1:00
7 th Period	1:10 – 3:00
<u>Day 2</u>	
3 rd Period	8:30 – 10:25
Lunch	10:25 – 10:55
4 th Period	11:05 – 1:00
<u>Day 3</u>	
5 th Period	8:30 – 10:25
Lunch	10:25 – 10:55
6 th Period	11:05 – 1:00

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CTE Bell Schedules 2022-2023

CTE REGULAR DAY Tues/Wed/Thur/Fri	
PERIOD	TIME
1-2	8:30 – 10:10
3-4	10:45 -12:25
5-6	1:05 –2:45

MONDAY COLLABORATION DAY Every Monday	
PERIOD	TIME
1-2	8:30 – 9:50
3-4	10:25 - 11:45
5-6	12:35 – 1:55

MINIMUM DAY <i>Days TBD</i>	
PERIOD	TIME
1-2	8:30 – 9:30
3-4	9:55 – 10:55
5-6	11:45 – 12:45

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Delta High School Bell Schedule 2022-2023

MONDAY – THURSDAY AM Session		
PERIOD	TIME	
0	8:30 – 8:44	14 min. Advisement
1	8:45 – 9:35	50 min.
2	9:40 – 10:30	50 min.
3	10:35 – 11:27	52 min.
0	11:28 – 11:30	2 min. Advisement

MONDAY – THURSDAY PM Session		
PERIOD	TIME	
4	12:30 – 12:44	14 min. Advisement
5	12:45 – 1:35	50 min.
6	1:40 – 2:30	50 min.
7	2:35 – 3:27	52 min.
4	3:28 – 3:30	2 min. Advisement

FRIDAY (AM Session Only)		
PERIOD	TIME	
0	8:30 – 8:55	25 min. Advisement
1	9:00 – 10:10	70 min.
2	10:15 – 11:27	72 min.
0	11:28 – 11:30	2 min. Advisement

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SHARED DECISION MAKING
BYLAWS

ARTICLE I
PHILOSOPHY AND PURPOSE

Philosophy: The Shared Decision Making (SDM) assumes that an agreed-on model for collaborative cooperation and a voice in school site decisions leads to a more inclusive level of involvement of various stake-holders.

Purpose: The purpose of Shared Decision Making is to provide an opportunity for the school community (teachers, parents, students, and other site employees), in collaboration with the principal, to jointly shape decisions regarding policy making and organizational issues related to student, teachers, and/or classrooms at the school site level.

ARTICLE II
SCOPE

Site SDM Councils discuss, deliberate, and make decisions regarding issues or areas other than those assigned to other decision-making bodies (e.g., School Site Council, Department Chairs, Curriculum Council).

ARTICLE III
COMPOSITION

The voting membership of SDM will consist of:

- One(1) Principal
- Four(4) Teachers
- One(1) *Other staff member
- Three(3) Parents or Community Members
- Three(3) Students

Note: The department chairs will be represented on SDM by a non-voting department chair serving as a liaison, unless a department chair is elected as a teacher representative.

* “Other staff member” will be filled by a classified member unless CSEA chooses not to participate.

ARTICLE IV MEMBERSHIP/ELECTIONS

Elections: All elected members will be seated following an election conducted by the represented constituency (Faculty Association, Classified's Association, and ASB). Constituencies may elect alternates at the same time in case a replacement is needed.

Parent or community members' nominations are completed using the following process:

2014 to 2015: All parents currently on the SDM will be asked to serve out their term. Parent vacancy elections will be conducted by the SSC by Winter Break. Elections in subsequent years will be coordinated by SDM using their by-laws unless there is a PTA/PTSA/PTSC who would then coordinate the parent election.

ERHS will run their Parent Elections through their PTA/PTSA/PTSC. PTA/PTSA/PTSC will coordinate their elections per their own by-laws.

The following election procedures will be used for Parents or Community members at PVHS and SMHS.

If a PTA/PTSA/PTSC is in place at those sites, that group will conduct elections per their own by laws as it does at ERHS.

Parent or Community members' nominations are completed using the following process:

1. Request for nominations will be done through the District, using the All Call phone system at the beginning of the school year.
2. Nomination need to be returned in writing at least 72 hours prior to the election to the committee coordinating the election.
3. The election will be conducted at Back to School Night by the committee coordinating the election (or, for the 2014-2015, before the Winter Break).
4. Ballots will be tallied by the committee coordinating the election, archived for one (1) year, and candidates will be notified to the election result.
5. Should a parent or community member be on the ballot for SDM position at more than one campus and win on more than one ballot, she or he will serve only on the SDM committee on which he or she received the highest percentage of votes cast for the site.

Term of Office: The site principal is the only permanent member of SDM. The term of office for each elected member shall be determined by the represented constituency and will be elected for one or two year terms. A person shall not serve for more than four (4) consecutive years.

Substitutes/Assignment of Membership: No substitute is permitted for an elected member. An elected member may not assign his or her membership to any other person.

Termination/Resignation of Membership/Non-Attendance: A Council member shall no longer hold membership should he or she cease to meet the membership requirements under which he or she was eligible elected. A resignation from the Council must be submitted in writing. A member may be removed from the Council after absence from three consecutive regular meetings by agreement of the Council.

ARTICLE V MEMBER ROLES/STRUCTURE OF COUNCIL

Facilitator: Each meeting will be conducted by a Council member serving as a facilitator unless an outside facilitator is deemed necessary by the Council. Each member may be called upon to facilitate a meeting based on agreement of the Council. (Rotating).

SDM Chair: The responsibility of the SDM Chair is to maintain the calendar and the functions of the Council, including scheduling and publicizing the Open Forum before each regularly scheduled Council meeting, preparing agendas in concert with the Recording Secretary, and arranging and communicating meeting logistics. The term of duty shall be one school year.

Recording Secretary: The Recording Secretary assists the SDM Chair in preparing agendas for Council meetings. The Recording Secretary will record, produce, reproduce, and distribute meeting minutes to SDM members and disseminate the approval minutes to the entire school community after SDM approval. The term of duty shall be one school year.

ARTICLE VI

CALENDAR AND QUORUM

Regular Meetings: Site SDM Council will meet at least four (4) times per year on release time and/or after school as determined by the Council. The Council will endeavor to schedule meetings at an appropriate time for maximum participation by elected members.

Special Meetings: Special meetings may be scheduled by the Council as needed.

Quorum: A quorum for any SDM Council meeting is defined as at least 75% of the total Council membership and representation of each constituency. No Council decision may be made without a quorum present at the time of the vote.

ARTICLE VII

DECISION MAKING

SDM decisions require a "Consensus," which is defined as Council members in attendance either agreeing with the decision or not objecting to the decision.

Accepted 10/13/14