



**TEMPLETON UNIFIED
SCHOOL DISTRICT**

and

**TEMPLETON TEACHERS
ASSOCIATION
CTA/NEA**

Collective Bargaining Agreement

2023 Through 2024

TABLE OF CONTENTS

ARTICLE I: AGREEMENT – 12/14/23-6/30/23	4
ARTICLE II: RECOGNITION	4
ARTICLE III: SALARY	4
Initial Salary Placement	6
Salary Schedule Advancement	6
Miscellaneous	8
Maintenance of Standards	9
ARTICLE IV: HEALTH AND WELFARE BENEFITS	9
ARTICLE V: DISTRICT RIGHTS	11
ARTICLE VI: ASSOCIATION RIGHTS	11
District Property and Facilities	11
Copying Documents	12
Dues Deduction	12
Miscellaneous	13
Association Leave	13
ARTICLE VII: GRIEVANCE PROCEDURE	14
Informal – Level One	15
Formal – Level Two	15
Formal – Level Three	16
Formal – Level Four	16
Formal – Level Five	17
ARTICLE VIII: EVALUATION PROCEDURE	17
Personnel Files	21
Employee Discipline	22
ARTICLE IX: TRANSFERS	22
Definitions	22
Vacant Positions	22
Notices	23
Transfer Requests	23
Involuntary Transfers	23
Miscellaneous	24
ARTICLE X: LEAVES OF ABSENCE	24
Sick Leave	24
Personal Necessity Leave	25
Personal Discretion Leave	25
Bereavement Leave	26
Jury Duty Leave	26
Industrial Accident Leave	26
Unpaid Leave of Absence	26
Miscellaneous	27
Family Medical Leave	27
Emergency Leave	29
Bargaining Unit Member Job-Share Agreement	29
ARTICLE XI: SAFETY CONDITIONS OF EMPLOYMENT	31
ARTICLE XII: HOURS	31
Work Hours	31
School Calendar Work Year	33
Preparation Time	34
Part-time Assignments	36

ARTICLE XIII: CLASS SIZE	37
ARTICLE XIV: PUBLIC COMPLAINTS	38
ARTICLE XV: AMERICANS WITH DISABILITIES ACT	38
ARTICLE XVI: PEER ASSISTANCE REVIEW	38
Mission Statement	39
Joint P.A.R. Committee	39
Referred Teachers	40
Volunteer Teacher	40
Consulting Teachers	40
Staff Development Programs	42
ARTICLE XVII: CONCLUSION	42
RECOMMENDED FOR RATIFICATION	43
APPENDIX A – 2023-2024 SALARY SCHEDULE	44
Summer School Pay/Differential	
Hourly Rates	
Extra Duty Pay	
Department Head Chair Stipends	
APPENDIX B- ATHLETIC COACHING STIPENDS	53
APPENDIX C - HEALTH INSURANCE RATES COMPARISON	56
APPENDIX D-1 - EMPLOYEE JOB-SHARE REQUEST	58
APPENDIX D-2 - JOB-SHARE CALENDAR FORM	59
EXHIBIT E-1 – Certificated Staff Evaluation Report	60
EXHIBIT E-2 – Counselor Evaluation Report	62
EXHIBIT E-3 – Speech Therapist Evaluation Report	64
EXHIBIT E-4 – Athletic Director Evaluation Report	66
EXHIBIT E-5 – Resource Specialist Evaluation Report	69
EXHIBIT F-1 - Certificated Staff Goals and Objectives	72
EXHIBIT F-2 – Evaluation Option: Two Year Cycle with No Formal Observations	73
EXHIBIT F-3 – Three Year Evaluation Cycle with Professional Development Plan with Formal Observation	74
EXHIBIT F-4 – Evaluation Option: Three Year Cycle with A Professional Development Plan and No Formal Observation (This Option Also Requires Exhibit F-3)	75
EXHIBIT G-4 Formal Classroom Observation Report	76

ARTICLE I: AGREEMENT –12/14/23 – 6/30/24

- A. This Agreement is entered into by and between the **TEMPLETON UNIFIED SCHOOL DISTRICT** (“District”) and the **TEMPLETON TEACHERS ASSOCIATION, CTA/NEA** (“Association”) a bargaining unit member organization.
- B. This Agreement is entered into pursuant to provisions of Sections 3540 – 3549 of the California Government Code.
- C. A “day” shall mean any day the District Office is open for business.
- D. Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the lawful exercise of their right to engage or not to engage in any Association activity(ies).
- E. This Agreement shall be in full force and effect from the date of final ratification by the Board of Trustees through midnight on June 30, 2024.
- F. Re-openers: There shall be no re-openers during the term of this contract except as desired/required by law or statute and agreed upon by both parties.
- G. Either party may request a re-opener to implement, or comply with, the provisions of the Every Student Succeeds Act.

ARTICLE II: RECOGNITION

- A. The District recognizes the Association as the Exclusive Representative of a unit composed of the District’s regularly employed certificated teachers (“bargaining unit members”); but excluding all management, supervisory, and confidential bargaining unit members, and all substitutes.

ARTICLE III: SALARY

Effective July 1, 2023, the Certificated Salary Schedule shall be increased by 4.25%. The updated Salary Schedule will be in effect by January 31, 2024. All bargaining unit members shall also receive a one-time .75% off-salary schedule bonus based on the existing salary schedule. The off-schedule payment and the retroactive payment, including stipends will be made on February 10, 2024.

Effective July 1, 2023, Speech and Language Pathologists’ compensation shall be included on a new salary schedule. The Speech and Language Pathologist schedule shall be 8% greater than the Certificated Salary Schedule. (This 8% is in addition to the 4.25 increase above).

Effective July 1, 2023, the Certificated Salary Schedule shall annually reflect an additional 4% salary for individuals holding and working in the job title Education Specialist or Adapted P.E. Teacher on a new row. (No additional work days beyond the current 187 days.) This change will include embedded compensation for additional task of reporting service minutes as required by CDE. (This 4% is in addition to the 4.25% increase above)

- A. Bargaining unit members who possess a Master's Degree or Doctorate from an accredited college or university at the beginning of a school year shall be provided an advanced degree pay, which shall be 2% of the bargaining unit member's salary schedule placement (exclusive of extra duty pay) for one or more Master's degrees or 4% for one or more Doctorates. In no event shall a bargaining unit member receive more than a 4% advanced degree pay for advanced degrees. Any advanced degree must be related to the current or potential teaching assignment, and must be pre-approved by the Superintendent. Advanced degrees earned after the effective date of this provision, in jurisprudence and in theology/divinity are specifically excluded. Exceptions to this provision may be made on a case-by-case basis.

Longevity pay shall be granted to certificated bargaining unit members each year beginning with their sixteenth credited year of service at the rate of 2% of the bargaining unit member's salary schedule placement, exclusive of any extra duty pay. The percentage shall be adjusted to 4% beginning with the nineteenth credited year of service, 6% on the twenty-second credited year of service, 8% on the twenty-fifth credited year of service, and shall continue each year at that rate for the duration of employment.

A part-time certificated bargaining unit member's salary shall be the amount which bears the same ratio to the amount provided a full-time bargaining unit member in the same assignment as the time actually served by the part-time bargaining unit member bears to a full-time teaching assignment. The provisions of this paragraph do not apply to a part-time bargaining unit member who is assigned to perform services for the District beyond the bargaining unit member's regular part-time assignment on an hourly pay basis.

Bargaining unit members who are compensated for services on an hourly-pay basis as set forth in Appendix B shall receive their compensation in a separate check within ten (10) days of the end of the pay period or receipt by the District.

- B. Single subject bargaining unit members who possess one or more Career Technical Education (CTE) credentials shall be provided CTE advanced degree pay, which shall be 1% of the member's salary schedule payment (exclusive of extra duty pay). Multiple subject members who possess a CTE credential shall be eligible for CTE advanced degree pay upon mutual agreement between the District and Association.
- C. In no event shall a unit member's total advanced degree pay (Master's, Doctorate and CTE) exceed five percent (5%).
- D. Extra duty pay schedules are attached as Appendix B, B-1, B-2 and B-3. All references to the Base Salary in Appendix B, B-1, B-2 and B-3 refer to Column 1, Step 1 of the Certificated Salary Schedule. The District has an option to add a selection process for Teacher in Charge and Department Chair positions. Teacher in Charge and Department Chair positions will be filled on a voluntary basis only.
- E. Advancement on the coaching extra duty pay schedule, Appendix B, for longevity shall be for continuous years of paid service to Templeton Unified School District in the same sport at the same site. Unit members who have a break in coaching service and return to coaching in the same sport shall be placed on the same step as the last year they coached.

Initial Salary Placement

- F. When bargaining unit members are initially employed in the District, their transcripts will be evaluated to determine which completed graduate courses, in addition to those required for a Bachelor's Degree, will be accepted for salary placement purposes.
1. Placement on the first step of the salary schedule is based on the completion of a Bachelor's Degree from an accredited college or university with no additional approved units and with no creditable years of teaching experience.
 - a. Units and degrees will be accepted only from accredited colleges and universities. Accredited colleges and universities are defined as those from which units are accepted by the California Commission for Teacher Preparation and Licensing.
 - b. A "Designated Subjects" Credential shall be considered the same as a BS or BA Degree and shall be credited on the salary schedule in the same manner.
 2. A maximum of seventeen (17) years of previous teaching experience shall be granted for bargaining unit members entering the District for the first time by annually adding one additional year of credit beginning with thirteen (13) years on July 1, 2019. Teaching experience gained in public schools, or private academic, industrial, and vocational schools and Public Health Nursing Services accredited by recognized accrediting agencies, will be granted for purposes of initial salary placement.
 - a. A minimum of 75% of the teaching days of the year must be completed for one (1) year's credit.
 - b. After initial credit is given, year-for-year credit shall be given for additional experience in the District.
 3. Up to two (2) years of credit in computing the 17 years of service may be granted for United States military service.
 4. Advanced training units to be credited on initial placement shall be directly related to the teaching profession.
 5. Speech Language Pathologists, Education Specialists, Adapted PE Teachers, and Counselors when initially employed by the District, shall be placed starting at step eight (8) or at the applicable years of experience as set by Article III.F.2., whichever step is greater.

Salary Schedule Advancement

- G. All college credits and years of experience approved by the District prior to July 1, 1987 shall be credited for placement on the current salary schedule. Units earned after July 1, 1987, shall be credited as they are earned, subject to the conditions specified below.
1. Members who anticipate moving one (1) or more columns on the salary scale for the coming school year shall be required to notify the District in writing of this intention prior to May 15 of the preceding school year. Failure to provide such notice shall cause the crediting of the units to be delayed one (1) school year.

The Superintendent may consider individual exceptions submitted after this date but prior to the commencement of any coursework.

2. Written approval of the Superintendent or designee is required prior to the commencement of any courses which the bargaining unit member intends to use for salary schedule advancement purposes.
 - a. All units for salary advancement must be from an accredited institution. Upper division or graduate courses must be directly related to the bargaining unit member's current teaching assignment or to a credential required by the District. Lower division courses may be approved on a case-by-case basis when the Superintendent or designee requests that a bargaining unit member enroll in the course for the good of the District.
 - b. Further, in order to qualify for salary schedule advancement, each course must be completed with a grade of "C" or better. "Pass" or "Credit" grades will be accepted only when letter grades are unavailable. Courses must be taken through an accredited university unless it is approved in advance by Human Resources.
 - c. Units are defined for the purposes of this Article and Appendix A as "semester units."
 3. An official transcript of courses completed or a statement signed by the instructor or the registrar of the college or university that the course has been satisfactorily completed will be required no later than the last workday before October 15 to be applicable for salary schedule placement purposes for that school year. Failure to observe this deadline shall cause the crediting of the units to be held to the next school year.

With prior approval of the Superintendent, salary reclassification credits may be granted for completion of District-approved staff development activities which are conducted outside the regular duty day and for which the District does not pay bargaining unit member's expenses. Units earned through courses paid for by the District cannot be added towards salary advancement
 4. With prior approval of the Superintendent, salary reclassification credits may be granted and fees may be waived for bargaining unit members to complete District-sponsored Adult Education courses.
 5. With regard to Paragraphs 3 and 4 above, salary reclassification credits will be granted for any workshop, in-service or Adult Education course that meets for a minimum of fifteen (15) hours. The number of credits to be awarded will be agreed upon by the bargaining unit member and Superintendent prior to enrollment in the in-service or course.
- H. In order for a bargaining unit member to receive a year's credit and to advance one (1) step on the salary schedule, the bargaining unit member must work or be in paid status with an accredited school for 75% of the teaching days of the school year.

Miscellaneous

- I. The District may designate optional staff development days occurring outside of the 184 annual contract days. Staff members who agree to attend the designated, optional staff development days shall be compensated at two hundred-fifty dollars (\$250) per day. The District shall designate days which qualify for additional compensation not less than thirty (30) days prior to the staff development. The District and Association may waive the thirty (30) day notification upon mutual consent.
- J. Teachers who are required to write College Board audits or UC/CSU justifications outside of the 184 annual contract days shall be paid the approved Curriculum Development rate. The amount of time to complete the task shall be determined by the Superintendent/designee prior to assigning it to a teacher. If the teacher can demonstrate that insufficient time to complete the task was provided, he/she may seek additional compensation using Article VII, Grievance Procedures.
- K. Whenever bargaining unit members are scheduled by the District to participate in out-of-district conferences or meetings, the District shall reimburse the bargaining unit members for actual and necessary expenses pursuant to District policy.
- L. For bargaining unit members who are assigned to use their personal vehicle on District business, mileage will be paid at the current IRS-approved rate per mile for all out-of- county conferences or meetings; mileage for meetings/conferences within San Luis Obispo County will be only with the prior approval of the Superintendent.
- M. Certificated employees resigning/retiring at the end of the current contract year that provide official bidding notification of resignation/retirement will eligible for a tiered incentive according to the terms below. This incentive will be limited to the first 10 employees who provide official notice.

Notice by December 15- \$500.00

Notice by January 15- \$300.00

Notice by February 10- \$200.00

This incentive is contingent upon the employee maintaining their employment and completing their assigned contract work year. Payment will be distributed on the last pay period of the current school year.

Qualifications: To qualify for the above incentive, the certificated employee must be a permanent employee whose current assignment is .5 FTE or more.

Process to provide official early notification: The employee must personally hand-deliver to the Human Resource Department office a dated and signed letter of resignation on the final business day before the deadlines above by 4:00 pm. The employee's resignation must be voluntary, unconditional, and must state that it is effective on the employee's last duty day of the current school year.

Maintenance of Standards

- N. The District shall not reduce or eliminate any benefits or professional advantages which were enjoyed by unit members as of the effective date of this agreement unless otherwise provided by the express terms of this agreement.
- O. The District and Association agree that the use and/or payment of Team Parents is not a contractual issue, as long as those positions are not filled by unit members.
- P. For T.I.S.H.S. teachers whose employment in T.I.S.H.S. began prior to July 1, 2015 the District will pay the IRS rate per mile per vehicle to those teachers assigned to the T.I.S.H.S. San Luis Obispo campus. To be eligible for mileage, teachers must be working at the T.I.S.H.S. San Luis Obispo campus and travel must exceed 12 miles from home to the T.I.S.H.S. San Luis Obispo campus and will not apply to mileage in excess of the distance from the District Office to the T.I.S.H.S. San Luis Obispo campus.

Teachers newly hired after July 1, 2015 to teach at the T.I.S.H.S. San Luis Obispo campus shall not receive mileage reimbursement for driving to and from work. The District will pay the IRS rate per mile, per vehicle to T.I.S.H.S. teachers required to travel between T.I.S.H.S. locations during their work day.
- Q. The District and the Association agrees to alternate negotiating sessions starting at 3:30 p.m. and starting at 8:00 a.m. For the sessions scheduled to begin after school, the teachers will be paid at the current short-term daily substitute rate regardless of the length of the session. This equals the amount the District would have paid for substitute teachers. This provision is renewable annually only by mutual agreement of the District and Association.
- R. The State minimum teacher salary program shall be implemented as defined by State law and clarifying legislation/memoranda from the State.
- S. The Association and District agree that the District has a right annually to select bargaining unit members for stipend positions. It is further agreed that there is no “property right” to stipend positions selected on an annual basis, except as provided in the law and the Rialto decision.

ARTICLE IV: HEALTH AND WELFARE BENEFITS

- A. The District’s contribution toward the health insurance program shall be \$10,080 per eligible bargaining unit member. The District will offer three PPO plans. In addition, the District will offer one HMO plan if one is available through SISC. The district shall ensure that district health plan carriers will provide coverage for domestic partners as defined by the State of California.
- B. If more than 14 unit members submit an irrevocable notice of retirement from TUSD by April 1, 2018, \$200 per each additional retiree will be added to the District contribution for active bargaining unit members, up to the highest cap of other District employee groups. Contribution increases will begin on the next payroll, at least 30 days following the triggering notice(s) of retirement.
- C. The District will provide an ongoing retirement incentive for those aged 62 and older with at least 15 years of service credit by allowing members to remain enrolled with the District’s health and welfare benefits package. The District will pay 80% of the

certificated insurance cap. Such agreement shall terminate at age 65 and last no longer than 3 years. Qualified unit members must retire between the age of 62 and 65.

The contributions set forth in paragraph of this Article shall be made by the District on behalf of all full-time bargaining unit members.

1. A part-time bargaining unit member who is assigned to more than 75% of a regular full-time assignment and who enrolls in the health and welfare benefits package specified above shall be eligible for the District contributions set forth in paragraph A of this Article.
 - a. For the purposes of paragraph B.1 of this Article, at the high school, “more than 75%” shall be defined as an assignment to more than a five-eighths (5/8) instructional block, including a five-eighths (5/8) preparation period. A part-time bargaining unit member at the high school is not assigned to a “tutorial” period
 - b. For the purposes of paragraph B.1 of this Article, at the middle school, “more than 75%” shall be defined as an assignment to be more than four (4) of seven (7) instructional periods, including four-sevenths (4/7) of a preparation period.
 - c. For the purposes of paragraph B.1 of this Article, more than 75% shall be defined as more than 75% of the work week at Home School and T.I.S.H.S.
 2. A bargaining unit member who is compensated for services on an hourly-pay basis, as set forth in Appendix B, shall not be eligible for the District contributions set forth in paragraph A of this Article.
- D. Any required health and welfare insurance premium that exceeds the District’s contribution shall be paid for by participating bargaining unit members through payroll deduction.
- E. No in-lieu payments or contributions to programs other than those which the District provides above shall be paid by the District for any bargaining unit member who elects not to subscribe to the benefits provided by this Article.
- F. Should a bargaining unit member resign from employment following the last workday of the school year but before the commencement of the subsequent work year and after completion of the terms of the bargaining unit member’s individual employment contract, the bargaining unit member shall be entitled to continued coverage under the insurance programs provided in paragraph A of this Article through September 30.
- G. The District and TTA agree to provide and implement an IRS Section 125 plan for bargaining unit members, the administrator of which is to be selected by the District Administration. A normal plan year runs from January 1 to December 31 of each year.
- H. The District and TTA agree to provide a means for bargaining unit members to participate, through payroll deduction, in a 457 and 403 (b) Deferred Compensation Plans. The plan shall be provided to bargaining unit members at no cost to the District.

- I. Upon request, District agrees to provide health insurance package benefits for temporary teachers under the same conditions as for probationary or permanent teachers under this article.
- J. Newly hired teachers who start at the beginning of the school year will have insurance coverage begin as of October 1 of that school year.

ARTICLE V: DISTRICT RIGHTS

- A. The Association understands and agrees that consistent with the laws of the State of California the right, power, prerogative, and authority to manage, control, and direct the operations and affairs of the District are reserved exclusively to the District and the Board of Trustees, except as those or any other heretofore unspecified rights, powers, prerogatives, and authorities which are by this Agreement expressly and specifically limited, abridged, or modified by this Agreement, and then only in the manner and to the extent authorized by law. Actions taken by the District that are within the scope of bargaining as provided in the EERA shall not be arbitrary, capricious, or discriminatory.

There shall be no grievance filed alleging a violation of the terms of this Article unless it is alleged that the exercise or failure/refusal to exercise any reserved right, power, prerogative, and/or authority has resulted in an alleged violation of another Article of this Agreement.

ARTICLE VI: ASSOCIATION RIGHTS

District Property and Facilities

- A. The District's designated bulletin boards and bargaining unit member mailboxes shall be available for utilization by the Association. The Association shall be responsible for the posting of its notices on bulletin boards and for the content of such notices.
 - 1. All postings shall be issued in the name of the Association and signed by the President or designee.
 - 2. The Association shall furnish the District with one (1) copy of materials which are posted on bulletin boards or distributed to bargaining unit members, on request.
 - 3. The Association shall assume responsibility for the preparation, posting, or distribution of such notices and materials.
- B. The Association may utilize school buildings, rooms, and facilities for meetings subject to the following conditions:
 - 1. For meetings involving bargaining unit members of only one (1) school site, a previously designated representative or alternate at that site shall request a meeting room from the principal.
 - a. Approval of the principal shall be given if use of the meeting room has not already been granted.

- b. Approval of the principal shall be requested prior to the use of the facilities.
 2. For meetings involving bargaining unit members of more than one (1) school site, the Association President or designee shall request a meeting place by filling out the District "Use of Facilities" form.
 - a. Approval from the Superintendent or designee shall be given if use of the meeting room has not already been granted.
 - b. Approval of the Superintendent or designee shall be required prior to the use of the facilities.
 3. Should additional custodial costs be incurred by the District due to utilization of facilities by the Association, the Association shall reimburse the District. Such reimbursement shall be on the same basis as for other groups or individuals who cause the District to incur additional costs.
- C. Officers, agents, or representatives of the Association shall have access to bargaining unit members at times which do not interfere with bargaining unit members' performance of assigned duties.
1. Association representatives who are bargaining unit members of the District shall notify the school site office of their presence when they are on a school site other than their regularly assigned site.
 2. Non-bargaining unit member officers, agents, or representatives shall check in at the site office and specify the reason for their presence at the site.

Copying Documents

- D. The Association may have a copy of any public document. The charge for copying public documents shall be the same for the Association as it is for all other groups.

Dues Deduction

- E. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Association an assignment authorizing deduction of membership dues, fees, and assessments.
1. Pursuant to such assignment, the District shall deduct one-tenth of such dues of the regular salary check of the teacher each month for ten (10) months. Authorizations signed following the beginning of the work year shall be appropriately prorated to complete payments by the end of the school year.
 2. Such assignment shall continue in effect during the term of this Agreement. The Association shall be paid the full amount remaining for the school year by the end of the month following receipt of a revocation of the deduction.
 3. Upon remitting the deductions requested by the Association and authorized by the member pursuant to the provisions of this Article, or upon canceling deductions pursuant to a duly signed and processed revocation, the District has fulfilled its

entire obligation relative to said deductions.

4. The Association hereby agrees to indemnify and hold the District, its officers, agents, and bargaining unit members harmless from any claim, demand, action, or liability which may result from or in any way relate to the making of said deduction and the transmission of such funds to the Association.
5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this paragraph.

Miscellaneous

- F. Upon appropriate written authorization from the bargaining unit members, the District shall deduct from the salary of any bargaining unit member, and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs requested by the bargaining unit members and agreed to by the District.
- G. All correspondence from the Association to the District shall be directed to the Superintendent.
- H. This Agreement shall be posted on the District within 30 days of Board adoption.

Association Leave

- I. The President of the Templeton Teachers Association or designee shall be entitled to up to ten (10) days paid leave of absence each school year.
 1. The leave shall include, but is not limited to, absence for purposes of attendance by the bargaining unit member at periodic state, special, or regular meetings of the TTA/CTA/NEA.
 2. The Association will reimburse the District for any professional leave taken by the President or his/her designee.
- J. The District and Association recognize the right of the unit member to join and participate in lawful activities of the Association consistent with the other terms of this Agreement, and the equal alternative right of unit members to refuse to join or participate in Association activities.
- K. Bargaining Unit Member Information
 1. The following new bargaining unit member information will be sent from the District to the Association President or designee by the last working day of the month in which the unit member(s) were hired:
 - a. Name
 - b. Year of Birth
 - c. Home Addresses
 - d. Phone Numbers - work, home, cellular
 - e. Personal Email Addresses (non-District email)
 - f. School Site
 - g. Department/Grade Level or Assignment
 - h. Date of Hire in Bargaining Unit Position

- i. Full Time Equivalent (FTE) Status
- 2. The District will deliver to the Association President or designee the following information for all bargaining unit members by the last working day of the month each September, January, and May of every school year.
 - a. Name
 - b. Year of Birth
 - c. Home Addresses
 - d. Phone Numbers - work, home, cellular
 - e. Personal Email Addresses (non-District email)
 - f. School Site
 - g. Department/Grade Level or Assignment
 - h. Date of Hire in Bargaining Unit Position
 - i. Full Time Equivalent (FTE) Status
 - j. Amount deducted from employees paying dues.
 - k. Information will be provided in a separate report from Payroll.
 - l. Whether the employee is on unpaid leave
- 3. Employees may submit a written request, pursuant to Government Code section 6254.3 (c), prohibiting the disclosure of their home address, home telephone number, and personal cellular telephone number and personal email address. The District shall indicate in the information provided to the Association President those employees who have submitted such a request.

ARTICLE VII: GRIEVANCE PROCEDURE

- A. A “grievance” shall mean an allegation that there has been a violation of an express provision or provisions of this Agreement.
- B. A “grievant” shall mean a bargaining unit member who is covered by the terms of the Agreement or the Association representing one or more members.
- C. An “immediate supervisor” is the administrator having immediate jurisdiction over a grievant.
- D. For purposes of this section, “day” shall mean any day a bargaining unit member is required to render service.
- E. A grievant may elect to be represented by the Association at all levels of the grievance procedure and must inform the District of such election prior to the meeting.
 - 1. A bargaining unit member may present a grievance to the District and have such grievance adjusted without the intervention of the Association, provided the Association is notified of the grievance, provided with a copy of the proposed resolution, and given an opportunity to file a response.
- F. The grievant and a representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Association.

- G. At all levels of the grievance procedure, the District shall provide the Association with copies of correspondence relative to the grievance and any proposed resolution.
- H. Time limits may be extended or shortened by written mutual agreement of the grievant and the District. Failure of the grievant or the Association to adhere to the time limits of this Article shall constitute a waiver of the grievance and acceptance of the District's action or decision at the appropriate level.
 - 1. If a grievance is timely filed at Level Two on or after May 15 and before the end of the work year, the grievant may request that the timelines not toll during the summer recess. The District agrees to honor the request.
- I. Once a grievance has been initiated, matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.
 - 1. Once a grievance has been resolved, or a final decision rendered, the grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.
- J. No reprisal will be taken by either party against any participant in the grievance procedure. All written materials pertinent to a grievance, except decisions which affect the grievant employment status shall be filed separately from the personnel file of the grievant or any participant.
- K. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

Informal – Level One

- L. A bargaining unit member who believes that a violation of this Agreement may have occurred shall discuss the matter with the immediate supervisor within ten (10) days of the alleged violation. The immediate supervisor shall investigate the matter and shall respond verbally within five (5) days of the meeting.

Formal – Level Two

- M. Within twenty (20) days of the informal meeting, the grievant shall file a grievance form with the immediate supervisor.
 - 1. The grievance shall contain the following minimum information:
 - a. The grieving's name.
 - b. The date of the filing.
 - c. The date of the alleged violation.
 - d. The specified Article(s) and/or sections of the Agreement which are claimed to have been violated.
 - e. Brief description of the alleged violation.
 - f. Proposed remedy.
 - g. Brief synopsis of the Informal – Level One conference.

2. Grievances not containing the minimum information shall be rejected as being

improperly filed and shall not extend time limits if so rejected.

3. Within five (5) days of filing the grievance form or within five (5) days of the formal conference, a written decision shall be issued to the grievant.
 - a. If a written decision is not issued within the time limit, the grievance is denied and the grievant may appeal to the next level.

Formal – Level Three

- N. If the grievance is denied at Level Two, the grievant may file a Level Three grievance with the Superintendent or designee within ten (10) days of the Level Two denial.
 1. The appeal shall contain all materials filed in the prior levels, including decisions rendered, if any, accompanied by a specific and concise statement of the reason for the Level Three grievance.
 2. The appeal shall also state the grieving's election to proceed at Level Three by either (1) a meeting with the Superintendent or designee, or (2) conciliation by the California State Conciliation Service.
 - a. If the grievant does not elect to proceed by conciliation, the Superintendent may elect to do so and advise the grievant within five (5) days of receipt of the appeal.
 3. Where the grievance proceeds by conciliation, the conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.
 - a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
 - b. The conciliator shall not issue any public statements of fact or opinion on the issue.
 - c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
 - d. Within ten (10) days of the conciliation session, a written decision including the reasons for the decision shall be transmitted to the grievant. If the conciliation has produced a mutually acceptable solution, that solution shall be the Superintendent's decision.
 4. Where the grievance does not proceed by conciliation, there shall be a meeting between the Superintendent or designee and the grievant which shall be held within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the Superintendent or designee shall transmit a written decision to the grievant which shall include the reasons for the decision.
 - a. If the Superintendent does not transmit a written decision within the time limit, the grievance is denied.

Formal – Level Four

- O. If the grievance is denied at Level Three, the parties may request the services of a mutually acceptable mediator from the California State Conciliation Service within five

(5) school days following written notice from the grievant that he/she is not satisfied with the decision at Level Three. The parties shall attempt to mediate a settlement to the grievance. In no instance will the form or matter of the discussion and/or proposals during the mediation process be revealed. Only the terms of a settlement, if any, may be revealed.

Formal – Level Five

- P. If mediation at Grievance Level Four does not result in a settlement, the Association may submit it to binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association.
1. The Association shall control its participation and financial responsibility to bargaining unit members for the arbitration process through internal procedures.
 2. The request for arbitration must be filed within twenty (20) days of the final mediation session.
 3. The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).
 - a. Where the District has made a decision involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement.
 - b. The arbitrator shall not substitute the arbitrator's judgment for that of the District.
 4. After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator shall not add to, subtract from, modify, alter, or amend any provisions or procedures contained in this Agreement.
 - a. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy except monetary damages or penalties.
 - b. No grievance(s) regarding the following matters may be filed or heard before an arbitrator.
 - i. The discharge of any probationary or permanent bargaining unit member.
 - ii. The failure or refusal of the District to rehire or retain in employment any probationary bargaining unit member.
 - iii. The contents of an evaluation.
 - iv. The termination of services or failure to reassign any bargaining unit member to a position for which the bargaining unit member would be compensated over and above placement on the regular certificated salary schedule.

5. The decision and award of the arbitrator shall be submitted to the Association and the District for review and implementation.
6. Costs for the services of the arbitrator, including but not limited to per diem expenses, travel, and reasonable subsistence expenses and the cost of any hearing room shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

ARTICLE VIII: INSTRUCTIONAL GOALS AND EVALUATION PROCEDURE

A. These provisions constitute the procedures to be utilized for the evaluation and assessment of certificated bargaining unit members as set forth in California Education Code Section 44660 et seq., commonly referred to as the “Stull Bill,” or its successor.

1. As set forth in Education Code section 44662(b), the governing board of each school district shall evaluate and assess certificated bargaining unit member performance as it reasonably relates to:

- a. The progress of students toward the standards pursuant to subdivision (a) of Education Code 44662 and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced instruments.
- b. The instructional techniques and strategies used by the bargaining unit member.
- c. The bargaining unit member’s adherence to curricular objectives.
- d. The establishment and maintenance of a suitable learning environment within the scope of the bargaining unit member’s responsibilities.

2. Teachers shall be evaluated, using The California Standards for the Teaching Profession (CTSP’s, CTC 2009).

B. Bargaining unit members on an observation evaluation cycle year meet with their assigned evaluator and develop at least two mutually agreed upon Professional Growth Goals based on the six areas of the California Standards for the Teaching Profession prior to the end of the 4th week of school. Bargaining unit members who are assigned to more than one site shall be notified of their assigned evaluator by the end of the second week of school. One of the goals may be a site-driven goal. Bargaining unit members that are off their evaluation cycle will be provided one site-driven goal by the 8th week of school. The goal(s) is intended to focus on professional growth in selected standards. Certificated members will be evaluated on all six CSTP in their summation.

1. Bargaining unit members who were hired after the beginning of school and/or whose job duties were modified during the school year shall have a reasonable amount of time beyond the fourth week to complete their tentative goals and objectives.

2. If the parties are unable to reach a mutually agreed-upon goal, the goal(s) will be

listed on the approved form with the notation "Teacher Determined Goal" and "Site Level Determined Goal".

3. Counselors will use The California Standards for the School Counseling Profession for professional growth goals.

4. If during the course of the evaluation period the bargaining unit member or the evaluator alleges in writing that mitigating circumstances have arisen and he/she sets forth in detail the nature of those circumstances which are alleged to invalidate the instructional goals and objectives, the bargaining unit member and evaluator shall meet upon the request of either of them to review and modify the instructional goals and objectives.

5. On a non-observation evaluation cycle year, bargaining unit members will meet with the Principal (or other qualified administrator) for fall goal setting, as specified in the contract, and reach mutual agreement on one goal for the year. The goal shall be documented on the goal setting form. The teacher will be responsible to monitor their progress toward meeting the established goal(s), completing the reflection section of the goal setting form. and submit it to the Principal by the end of the school year. The Principal will determine if a follow-up meeting is necessary and schedule with the teacher by the end of the school year. (See Exhibit F-1)

C. It is the responsibility of the principal or other qualified administrator to evaluate each certificated bargaining unit member in the school.

1. A formal evaluation in accordance with this Article shall be made for probationary bargaining unit members at least once each school year and shall be transmitted to the evaluatee by April 30.

2. A formal evaluation in accordance with this Article shall be made for permanent bargaining unit members at least once every other school year and shall be transmitted to the evaluatee by April 30.

3. The Principal/designee and a permanent teacher employed at least 6 years with the school district, who meets credentialing requirements as mandated by the California Commission on Teacher Credentialing, and whose previous evaluation rated the unit member as meeting standard, may, on a two or three year cycle, mutually agree to an evaluation process that does not involve formal observations. A teacher participating in an evaluation process that does not involve formal observations shall receive informal, walk-through observations from the Principal/designee. The teacher opting for this evaluation process shall complete the box on the appropriate evaluation option form. (See Exhibit F-2, F-3 and F-4).

4. Upon mutual agreement between the Superintendent/designee and a permanent teacher employed at least 6 years with the school district, who meets credentialing requirements as mandated by the California Commission on Teacher Credentialing, and whose previous evaluation rated the unit member as meeting standard, the teacher may be placed on a three-year evaluation cycle. Prior to switching to a three-year evaluation cycle, the teacher shall provide a professional development plan (see Exhibit F3) which describes goals and projected outcomes for each of the three years

of the evaluation cycle.

a. Annually, the Principal/designee and teacher shall meet to review progress toward the projected goals.

b. The Superintendent/designee and permanent teacher have the right to revert back to the two-year evaluation cycle by notifying the other party by April 30 in any given year. Effective the year following notification of the intent to revert back to the two-year evaluation cycle, the teacher shall be formally evaluated.

c. The teacher may remain on a three-year evaluation cycle as long as it is mutually agreeable to the Superintendent/designee and the permanent teacher. A formal evaluation in accordance with this Article shall be made for permanent bargaining unit members on a three-year evaluation cycle and shall be transmitted to the evaluatee by April 30 of the third year.

5. Summary of the goals and objectives and evaluation options forms are:

Goals and Objectives Form: (F-1): Required by all bargaining unit members, but for those on a non-observation evaluation cycle year see Article VIII. B.5.

Two-year cycle with formal observation Regular evaluation cycle for permanent bargaining unit members. No option form required.

Option 1: Two-year cycle without formal observation (submit F2)

Option 2: Three-year cycle with formal observation (submit F3)

Option 3: Three-year cycle without formal observation (submit F3, F4)

6. The written evaluation for the school year shall include information from at least two (2) formal classroom observations by the evaluator, regardless of the number of assigned sites, which cover the major portion of a class period but not less than 30 minutes. Formal observations may be augmented by informal observations. In the case of bargaining unit members with permanent status, a formal observation must be completed by December 31st of the given school year and the second formal observation is waivable by mutual consent between the principal (or other qualified administrator) and certificated bargaining unit member.

a. Prior to the initial observation for each school year, the evaluator and the bargaining unit member shall meet for a pre-evaluation conference to discuss the instructional goals and objectives, the evaluation process, and communication procedures.

b. A summation conference shall be held as soon as practicable following each formal classroom observation.

7. In the evaluation, the evaluator shall cite specific commendations and recommendations.

8. The bargaining unit member and the evaluator shall meet to review the evaluation as soon as practicable after its completion.

a. Following the review, the bargaining unit member shall sign the evaluation to indicate that it has been reviewed and that the bargaining unit member has received a copy. The bargaining unit member's signature does not necessarily signify agreement with the evaluation.

b. The bargaining unit member may prepare and submit a written response to the evaluation within ten (10) days of the review. After the 10-day response period has expired, the formal written evaluation shall be placed in the bargaining unit member's file and any response shall become a permanent attachment to the evaluation form.

9. In the event the formal written evaluation indicates that a bargaining unit member is not performing satisfactorily in any area, the evaluator shall describe the specific areas of unsatisfactory performance in the evaluation.

a. After the initial evaluation for each school year, the evaluator shall meet with the bargaining unit member and make specific recommendations as to areas of improvement in the bargaining unit member's performance and endeavor to assist in the improvement of such performance, should the evaluation indicate such a need. The bargaining unit member shall, after the meeting with the evaluator, develop a proposal which is designed to alleviate any unsatisfactory performance.

a. The evaluator may provide, or the bargaining unit member may request, further continued periodic observations and conferences.

b. If, in the opinion of the evaluator, subsequent bargaining unit member performance improves significantly in the area of identified deficiencies, a notification to that effect shall be attached to the evaluation

10. The District and the Association shall jointly review any evaluation instrument(s) prior to its use, and agree to standardized evaluation forms. The evaluation instruments are provided as Appendix D of this document.

D. While a grievance may be filed alleging a violation of the procedural steps of this Article, no grievance may be filed regarding the contents of a written evaluation.

Personnel Files

E. Bargaining unit member's personnel files shall be maintained in the District Office in accordance with the provisions of Section 44031 of the California Education Code.

1. Bargaining unit members shall have the right to examine the contents of their personnel file which shall not include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

2. With prior written and signed authorization from the bargaining unit member, an Association representative may examine a bargaining unit member's personnel file, provided that the request is made at a time when such person is not actually required

to render services to the employing district.

3. Information of a derogatory nature, except material mentioned in paragraph one of this paragraph D, shall not be entered or filed unless and until the bargaining unit member is given a copy of the document with the right to comment in writing within ten (10) days and have such comments attached to and filed with the material in the personnel file.

Bargaining Unit Member Discipline

F. Except for the provisions of EC 44939, 44940 and 44942, unit members shall be disciplined only for just cause, and normally according to the principles of progressive discipline:

1. Verbal warning (with written follow-up within one week) – The subject line shall state: “Written summary of verbal warning”. The bottom of the warning will also state: “Shall not be placed in a bargaining unit member’s personnel file unless it becomes an attachment to a written reprimand.”

2. Written Reprimand

3. Suspension

ARTICLE IX: TRANSFERS

Definitions

A. A transfer is the movement of a bargaining unit member from one work location to another work location. The transfer may include a change in grade or subject area as long as the move involves changing work sites. Members who are transferred after the last day of school of the prior school year will be given 13 hours of pay at the curriculum development rate.

B. A reassignment is the movement of a bargaining unit member from one subject area to another or one grade to another within the school site. Reassignments are accomplished within the Principal’s discretion, and are not subject to Article IX. Members who are reassigned after the last day of school of the prior school year will be given 13 hours of pay at the curriculum development rate.

Vacant Positions

C. After the reassignment process, any vacancy shall be emailed district-wide and remain vacant for a minimum of five (5) days in which the District is open for business. A position held pursuant to Article X, paragraph J or Appendix C, Job Share, shall not be considered a vacancy. Unit Members who aren’t selected to fill a vacant position will be considered for any subsequent positions resulting from a domino fashion. Any vacancy resulting from a domino fashion shall be emailed district-wide and remain vacant for two (2) days in which the District is open for business.

D. The District shall determine whether a vacant position exists and when any vacant position shall be filled.

1. After September 1, and prior to declaring an unfilled position a vacancy, the District shall have the right to consider a request by a bargaining unit member to transfer to fill the position, or to assign a substitute for the remainder of the school year. Any position filled by a substitute or temporary bargaining unit member shall be posted as a vacancy for the subsequent school year, if the position continues to exist. A request by a bargaining unit member to fill a position which becomes available after September 1 shall be made on a standard form and filed with the District Office.
2. A bargaining unit member may make a request to transfer to fill a vacant position in the District. A request by a bargaining unit member to fill a vacancy shall be made on a standard form and filed with the District Office.

Notices

- E. Notices of vacant positions shall be posted via district-wide email when the District declares an opening and shall remain posted for a minimum of five (5) days.
1. Notices shall typically include the position description, location, and grade level or subject matter assignment, credential requirements, and any other special requirements.
 2. Bargaining unit members who file a written request with the District shall be notified of vacancies posted between June 1 and September 1.

Transfer Requests

- F. External candidates for a vacant position shall not be considered until all transfer requests from unit members have been considered and no permanent unit member has been selected. All requests to fill vacant positions shall be considered on the following criteria:
1. The educational-related needs of the District.
 2. The bargaining unit member's credentials to perform the required services.
 3. The bargaining unit member's qualifications by training or experience.
 4. Unless Affirmative Action or Title IX mandates apply, when other factors are equal, seniority in the District shall prevail.
- G. Any permanent bargaining unit member who requested to fill a vacant position but was not selected, shall, upon written request, be granted a conference at which time the specific reasons for the selection shall be given.

Involuntary Transfers

- H. A bargaining unit member who did not request a transfer to fill a vacant position may be selected by the District to fill a position for which he/she is credentialed. Unless Affirmative Action or Title IX mandates apply, the educational-related needs of the district and the bargaining unit member's qualifications, training or experience shall be the criteria used in making the involuntary transfer. When all other factors are equal, the least senior bargaining unit member shall be involuntarily transferred.

- I. Whenever a bargaining unit member is involuntarily transferred, the reason for the transfer will be documented, in writing, upon request of the transferee.
 1. No involuntary transfers will be effected for harassment or punishment.
 2. A bargaining unit member selected to fill a vacant position for which he/she did not apply shall, upon written request, be granted a conference at which the specific reasons for the action shall be given.
 3. The bargaining unit member may, within five (5) days of the decision, appeal to the Superintendent or designee who shall review the matter and make a final decision. Should there be more than one vacant position for which the bargaining unit member meets the criteria, the bargaining unit member may indicate a preference for placement.

Miscellaneous

- J. No bargaining unit member shall suffer loss of compensation, seniority, or fringe benefits by operation of this Article. This provision shall not be construed or interpreted to maintain or guarantee the continuance of any extra pay for extra duty assignment or special differential pay presently granted to any bargaining unit member.

ARTICLE X: LEAVES OF ABSENCE

Sick Leave

- A. Each full-time regular bargaining unit member shall be entitled to one (1) day of sick leave for each month of employment. Bargaining unit members who work less than full time shall receive prorated sick leave.

Sick leave may be used for accident, illness, or quarantine of the bargaining unit member or of the members of the immediate family of the bargaining unit member. Immediate family shall be as defined in Paragraph H of this Article. Sick leave shall be taken in half- or full-day increments. Upon return from sick leave, bargaining unit members must complete the appropriate District form.

The District shall provide each bargaining unit member with a updated online portal accumulated and credited sick leave for the current school by the first paycheck of the school year.

Unused sick leave shall accrue from school year to school year.

Bargaining unit members must contact the District not later than 7:00 a.m. In the event of an accident and/or other extenuating circumstances, the District will be notified as soon as possible.

Pregnancy: Each female bargaining unit member is entitled to utilize sick leave for the period of time she is required to be absent for reasons of physical incapacity due to pregnancy, childbirth, or conditions related thereto in the following manner:

The period of leave, including the date upon which the leave shall begin and end, shall be determined by the bargaining unit member and her doctor. A statement

from the bargaining unit member's doctor as to the expected beginning and ending dates of such leave shall be filed with the Superintendent with as much advance notice as possible before the beginning of the leave.

The date of the bargaining unit member's return to service shall be based upon her doctor's analysis and a written statement of the bargaining unit member's physical ability to render service.

In the event a bargaining unit member desires an unpaid leave of absence for the adoption of a child, or for continued childcare after birth or adoption, he/she may apply for a child rearing leave by submitting a written request to the Superintendent. The time allowed for such leave shall be based upon such aspects as time of the school year, the availability of qualified substitute personnel, the specialized requirements of the individual students, and the program in general.

Extended Sick Leave: If a bargaining unit member has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute.

The period of five (5) school months or less during which the above deductions occur shall not begin until all other paid sick leave provisions for which he/she is eligible have been exhausted.

Personal Necessity Leave

B. Bargaining unit members may request to utilize up to ten (10) days of the ten (10) days of sick leave allowed pursuant to this Article in cases of personal necessity.

Such leave may be used for:

- Death of a member of the bargaining unit member's immediate family
- Attendance at the funeral of close relatives not living in immediate household
- An accident or unexpected event involving the bargaining unit member's person or property or the person or property of a member of the bargaining unit member's immediate household. An accident or unexpected mishap or the serious injury of the bargaining unit member or member of his/her immediate family or property damage resulting from an unforeseen tragedy or act of destruction
- An appearance in court as a litigant or as a witness

Personal Discretion Leave

C. Up to ten (10) days per school year of accrued sick leave may be used at a bargaining unit member's discretion as personal discretion leave. The following restrictions apply unless the Superintendent grants prior approval:

- During the first and last eight days of school
- To extend a school holiday or vacation
- During state testing dates

Bargaining unit members shall request permission to take a personal discretion leave

at least two (2) workdays in advance of the day on which the personal discretion leave is intended to be taken.

Request for personal discretion leave shall be on a form specified by the District, dated and signed by the bargaining unit member.

Bereavement Leave

- D. Every bargaining unit member shall be entitled to five (5) days of paid noncumulative leave of absence because of the death of any member of the bargaining unit member's immediate family.

The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.

This leave shall not be deducted from sick leave.

Jury Duty Leave

- E. Judicial and official appearance leave may be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction. A bargaining unit member may be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.

The bargaining unit member seeking an official jury duty leave shall submit a request accompanied by the official order for an approved absence to the bargaining unit member's immediate administrator. Such request shall be submitted not less than ten (10) days prior to the beginning date of the leave.

A bargaining unit member granted a jury duty leave under these provisions shall be granted District compensation which, when added to jury fee, shall not exceed the bargaining unit member's regular District compensation.

Immediately upon return to active service, the bargaining unit member shall complete the appropriate District-provided form and submit it to his/her immediate administrator.

Industrial Accident Leave

- F. A bargaining unit member shall be entitled to industrial accident or illness leave for any job-related injury or illness in the amount of sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in one fiscal year for the same accident. Such benefits are in addition to other sick leave benefits provided by the District.

When entitlement to this leave has been exhausted, accumulated sick leave shall be utilized.

During the time the bargaining unit member is receiving industrial accident or illness leave benefits, he/she will continue to earn sick leave benefits.

Unpaid Leave of Absence

- G. The District may grant a leave of absence without pay to any bargaining unit member for any mutually agreeable reason. Requests for leave will be considered for up to one

school year at a time, not to exceed twenty-four (24) calendar months. Such reasons may include legislative leave, opportunity to gain additional related experience, military leave, etc. Unit members may not request an unpaid leave for purposes of taking another position in the K-12 educational system. Request for such leave must be made at least thirty (30) calendar days prior to the intended commencement of the leave, unless extenuating circumstances preclude such advance request. The employee is required to notify the Human Resources in writing of their intention to return no later than February 1st or 30 days prior to the end date, whichever is sooner.

Miscellaneous

- H. For purposes of this Article, immediate family shall be defined as mother, father, grandmother, grandfather, or grandchildren of the bargaining unit member or the spouse of the bargaining unit member, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, half-brother, brother-in-law, stepson, stepdaughter, stepmother or stepfather foster child, sister, half-sister, sister-in-law, stepbrother, or stepsister of the bargaining unit member, or any relative of the bargaining unit member living in the immediate household of the bargaining unit member. Leave for other family members not listed above may be granted at the discretion of the Superintendent.
- I. A bargaining unit member on paid leave of absence shall have all the fringe benefits paid for him/her throughout the duration of the leave of absence.

A bargaining unit member on unpaid leave of absence may, as long as the practice is allowed by the insurance company, continue his/her fringe benefit program by paying to the District the amount of money equal to the premiums for the various fringe benefits.
- J. A bargaining unit member absent due to an industrial accident or a workers' compensation claim may be required to provide a physician's written verification of ability to return to work and render regular employment service to the District prior to returning to work.
- K. Upon return from a leave of absence of one (1) calendar year or less, the unit member will be returned to the position held prior to the leave. In any event, bargaining unit members will be assigned within the scope of their credential. Whenever possible, the exact date of return shall be specified in the leave request. Teachers are encouraged to time their return to work with the beginning of a grading period.

Family Medical Leave

- L. The District shall provide family and medical leave in compliance with the Family and Medical Leave Act and the parallel California leave of absence statute (Government Code § 12945.2). In meeting such statutory obligations, the District will, to the maximum extent permitted by law, credit any paid or unpaid leave status otherwise granted by this Agreement toward said statutory obligations. Thus, the statutory leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article. At

the discretion of the Superintendent, such leave may be allowed after exhaustion of all other available leaves.

Such statutory family and medical leave status includes up to twelve (12) weeks per year (referring to the twelve (12) month period beginning on the date any family and medical leave commences) as unpaid leave of absence, due to childbirth, or adoption, commencement of foster care, or infant care of the bargaining unit member's child, or

the serious illness or health condition of the bargaining unit member, the bargaining unit member's spouse, the bargaining unit member's child or the bargaining unit member's parents. Leave taken for any of these reasons will be counted against the bargaining unit member's annual family and medical leave entitlements. However, the State-required leave of absence due to bargaining unit member disability caused by pregnancy, childbirth and related conditions is not credited against the twelve (12) weeks of leave. Leave taken to care for a newborn or foster or adopted child must be completed within one (1) year of the birth or placement

A bargaining unit member may substitute accrued vacation or other paid leave in place of his or her family medical leave entitlement. The District may require the bargaining unit member to substitute accrued vacation or other paid leave, including sick leave where applicable, for the unpaid family medical leave entitlement.

For purposes of this section only, the references to "child" in Article XI.P.2 above includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependent child (one who is incapable of self-care because of mental or physical disability) for whom the bargaining unit member has primary care giving responsibility, and the reference to "parent" includes biological, foster or adoptive parent or any other person who had primary care giving responsibility for the bargaining unit member when the bargaining unit member was a child.

The bargaining unit member must have been employed by the District at least one full year (and provided at least 1,250 hours of service over the previous twelve (12) months) immediately prior to such leave in order to qualify for the leave. Part-time bargaining unit members must have been employed by the District at least one full year (and have provided at least 937.5 hours of service over the previous twelve (12) months) immediately prior to such leave in order to qualify for the leave. In the case of birth or adoption of a child, the minimum hours requirement is waived.

The bargaining unit member shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of District operations, and shall give the District at least thirty (30) days' advance written notice of such leave plans. If the need for leave is unforeseen, written notice must be given as soon as possible. Failure to provide timely notice may result in postponement of the Family Care and Medical Leave.

The District may require written certification to be issued by the health care provider of the person with the serious health condition, including certifications of the date on which the condition commenced, the probable duration of the condition, an estimate of the amount of time the bargaining unit member is needed to care for the individual, if the leave is due to the serious health condition of a child, spouse or parent, and a statement that the illness warrants the participation of the bargaining unit member or renders the bargaining unit member unable to perform his or her job functions. The District may also require medical certification of fitness to return to work if the bargaining unit member is on family leave for his/her own serious health condition. Failure to produce any required certification shall result in denial of family and medical leave. If the District doubts the validity of the certification, it may require that the bargaining unit member or other disabled person obtain a second opinion of a health care provider selected by the District, at District expense. If the two opinions conflict, the District may require a third opinion from a health care provider mutually agreed upon by the District and the bargaining unit member. The third opinion shall be final and binding on the District and

the bargaining unit member. If the statutory leave is being granted concurrently with another leave under this Article, then the normal contract procedure shall prevail over the above special certification process.

To the extent required by applicable laws, bargaining unit members returning from a family and medical leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.

Subject to the above-mentioned "credit" provisions of Article XI.P.1 above, the bargaining unit member during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active bargaining unit member.

If the bargaining unit member fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for family and medical leave, then the District may recover health insurance premiums paid pursuant to the above leave provisions.

Any bargaining unit member on leave who is under a health plan which requires co-payment must continue payments in a timely fashion in order to qualify for District coverage.

A bargaining unit member may be required to provide periodic reports of his or her status and of his or her intent to return to work while on leave. Such reports may be required as often as every thirty (30) days, unless otherwise specified by the bargaining unit member's immediate supervisor.

Emergency Leave

- M. On a case-by-case basis with mutual agreement between the Association and the District any bargaining unit member may donate up to five (5) days of sick leave accumulated prior to the current school year to another unit member who has a long-term disability, illness, or the birth of a child and who has exhausted all fully paid leaves. Emergency leave may also be used when a member of the bargaining unit's family, defined by Article H-X, is incapacitated, as verified by a doctor's note, following exhaustion of all fully paid leaves. The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one bargaining unit member before beginning to utilize days donated by another unit member. Donated sick leave not utilized by the recipient prior to return to service shall be returned to the donor at the end of the school year.

Bargaining Unit Member Job-Share Agreement

- N. Upon the written request of two (2) full-time bargaining unit members ("team"), the District may agree to allow the bargaining unit members to participate in a job-share arrangement. The request (Appendix C.1) must be made by March 15 of the school year preceding the school year in which the team desires to begin the job-share arrangement.
1. Each member of the team must have achieved permanent status with the District, must meet all of the credential and job description requirements for the requested position, and must have a satisfactory or better overall rating on the latest evaluation of instructional performance.

2. The request must include a proposed work calendar. In order for a request to be acted upon by the Board of Trustees, the request must receive a positive recommendation from the principal of each team member, as well as from the Superintendent. All proposals will be considered on a case-by-case basis. Decisions will be transmitted to requesting unit members, in written form. If denied, either of the requesting unit members may request the specific reasons for denial in writing.
3. Notwithstanding any other provision of this Appendix, the total combined cost to the District for each job-share arrangement shall not exceed the cost of a full-time position.
4. If work schedules need to be altered, the team member requesting the change must fill out a Job-Share Calendar Revision Request form. The team must agree on the exchanging of work days in order to keep proper account of days worked. Refer to Appendix D-2 for calendar change form.

The job-share responsibilities of each team member shall be agreed on by the team and the District prior to the commencement of duties.

5. Each team member shall attend all required meetings, as well as fulfill all professional responsibilities normally assigned to a full-time bargaining unit member. Unless excused from the responsibility by the District, each team member is required to attend Open House, Back-to-School Night, District curriculum in-service meetings, parent conferences, and staff meetings or conferences as assigned by the principal.
6. In the event of the resignation or long-term absence of one team member, the other team member agrees to assume the duties of the position on a full-time basis for the period of the absence, unless excused from the responsibility by the District.

The salary of each team member shall be based on the percentage of time assigned to the team member as compared to a full-time position, e.g., a team member assigned to work half-time shall receive one-half salary. For purposes of advancement on the certificated salary schedule based upon years of experience, the experience will be credited in relation to the amount of time served in the job-shared position, e.g., two (2) years served at one-half time equal one (1) full year of service for salary advancement. When multiple years are considered, any FTE exceeding 1.0 will be carried into the following school year.

7. The District's required contribution for the Health and Welfare Benefits package for each team member shall be pro-rated on the same basis as the team member's salary. A bargaining unit member may waive their portion of the insurance cap. In such instances, the other job share partner is entitled to receive the full cap. A job-share teacher is not required to maintain participation in the District's Health & Welfare Benefits programs, but may choose to participate, paying a pro-rata share through payroll deduction.
8. Except as set forth in paragraphs C and C.1, a bargaining unit member who participates in a job-sharing arrangement shall retain employment status with the District on the basis of the bargaining unit member's regular full-

time position. Since job-share requests are essentially a voluntary reduction from full-time employment, a team member is not eligible for unemployment benefits for any time spent in a job-share position.

Between February 1 and March 1 of each school year, a team may request that the District extend the current job-share arrangement for the following school year. The request must meet all of the criteria and requirements of paragraphs A.4 of this Appendix.

9. At the end of the job share, permanent teachers shall be returned to a full-time teaching position.

The District may terminate a job-share arrangement at any time on 30-day written notice to the team members. If the arrangement is terminated, each team member shall be reinstated to a full-time position for the remainder of the school year unless the team member requests and receives an unpaid leave of absence.

Secondary teachers (grades 7 through 12) who participate in a job share may voluntarily be assigned to teach additional classes. Compensation for such additional classes shall be pro-rated based on the teacher's regular salary.

ARTICLE XI: SAFETY CONDITIONS OF EMPLOYMENT

- A. Bargaining unit members shall be safety conscious in their own conduct and actions and cooperate with the District in the implementation of its safety program. The Association will designate two (2) certificated bargaining unit members to serve as Safety Committee representatives.
- B. Bargaining unit members shall report any unsafe or unhealthy situations or conditions directly to their principal. Reports shall be investigated by the District and measures taken within a reasonable time to afford safe conditions for personnel. (including, but not limited to, prioritizing repairs to the workspace or temporarily moving the unit member to another workspace, subject to availability). If the district determines there are unsafe or unhealthy situations or conditions, then any directly affected members will be notified of the steps the district is taking to ensure member safety in writing within a reasonable time.

ARTICLE XII: HOURS

Work Hours

- A. Bargaining unit members shall be on duty and shall perform assigned tasks as directed by the District.
 1. The length of the bargaining unit member's regular workday, including preparation time, lunch and relief periods, and time required before and after school, shall not exceed seven (7) hours per day.
 2. The regular workday at an individual work site shall be scheduled to begin no earlier

than 7:30 a.m., and to end no later than 4:00 p.m. (within the seven-hour workday), except as provided in paragraph B.3 of this Article.

3. Bargaining unit members may have their work hours adjusted by mutual consent of the District and unit member.
4. The school days scheduled before Thanksgiving and Winter Break shall be a minimum day for students, unless deemed a District holiday. The school day scheduled before Spring Break shall be a minimum day if it is Good Friday, unless replaced by a District holiday. The last day for school shall be a minimum day for students.
 - a. On these minimum days, teachers shall be released thirty (30) minutes after students are released.
 - b. A leave taken on any minimum day shall be charged as a full day's leave.
 - c. Teachers who are assigned to Community Day School shall not have scheduled minimum days.
5. When not engaged in instruction with their regular class, transitional kindergarten and kindergarten teachers will co-teach with their partner's class for up to 1 ½ hours per day by providing academic instruction, supporting overall student development and assisting in supervision/student safety during lunch, recess and breaks. Should the Templeton Elementary School grade configuration change, this provision may be re-opened.

When an odd number of TK/Kindergarten classes occur in a given year and a TK/Kindergarten teacher has been assigned to be a singleton for the assigned school year, this teacher, when not engaged with their primary class, shall be available for assistance in other TK-2 classes/programs for up to 1 ½ hours per day based on the school site needs.

- B. In recognition of the educational responsibility of a teacher, the bargaining unit member shall perform professional duties beyond the school day without additional compensation. Professional duties shall be defined as those directly related to student instruction or activities.
 1. Activities within the scope of professional duties include Back-to-School nights and Open House, graduation and promotion exercises, student study teams (SST) and 504/Individualized Education Program (IEP) meetings involving the teacher's students, and school programs. Attendance expectations for unit members in grades TK-12 at SST, 504, and IEP meetings outside of the regular workday shall not exceed 90 minutes per week. After meeting the 90-minute maximum unit members may bill at the approved project hourly rate. A meeting held during any member's preparation period shall count toward the stated maximums. Unit members may be required to plan for substitute coverage to attend meetings occurring during the contract day.
 2. Supervisory duties, such as athletic events and dances, shall be apportioned among

faculty members, voluntarily, and through a system agreed upon by the bargaining unit members. Only when a supervisory activity is scheduled and no one has volunteered for the event shall the District assign the activity. These assignments will be made on a fair and equitable basis, including the assignments for part time members will be proportionally to their FTE assignment.

3. The District shall schedule up to twelve (12) staff meetings each school year. Notwithstanding the provisions of paragraph A of this Article, these meetings shall start no earlier than 45 minutes prior to the start of the regular work day, or end no later than 60 minutes after the end of the regular workday for each school site. Association business shall be conducted after the conclusion of the staff meeting. Additional staff meetings shall be scheduled by mutual agreement of the District and the Association.
 4. The District shall meet and confer with Association representatives prior to adopting the Local Control Accountability Plan. The LCAP Meet and Confer committee shall fulfill this requirement. The committee shall be comprised of representatives of the certificated, classified and unrepresented bargaining units. The Association shall appoint no more than six (6) teacher members to serve on the committee. The District and CSEA shall determine the unrepresented and classified members of the committee. The number of meetings and dates of meetings shall be determined by the Superintendent/designee and communicated to committee members. Teachers shall receive one hundred dollars (\$100) extra duty pay for attending up to six meetings. Teachers shall receive an additional twenty dollars (\$20) extra pay for each meeting attended beyond six meetings. The Meet and Confer process shall not exceed twelve meetings unless mutually agreed to by the District and Association.
- C. All bargaining unit members shall be assigned a duty-free uninterrupted lunch period which shall not be less than thirty (30) minutes on a regular day of instruction, nor more than sixty (60) minutes on a Staff Development Day.
- D. The District agrees that it will make reasonable attempts to provide student supervision by non-certificated staff during the lunch periods at transitional kindergarten through eighth grade.

School Calendar Work Year

- E. The bargaining unit member work year shall provide 180 days of student instruction each school year.
1. Bargaining unit members shall be on duty four (4) additional days per school year, two of which shall be teacher work days and two of which shall be a staff development days. School Calendar Work Year.
 2. In the event that school days are made up to meet the 180-day student instruction requirement, bargaining unit members shall receive no additional compensation.
 3. The work year for a bargaining unit member in his/her first year of service to the District shall include one (1) additional, unpaid work day.
 4. Unit members who agree to work an attendance recovery or intervention intercession requiring planning and direct instruction of students shall be compensated at the contracted hourly rate and shall receive one hour of paid

preparation time for each session. Unit members who agree to work an attendance recovery or intervention intercession in a tutorial or study hall setting shall be compensated at the contracted hourly rate but shall not receive one hour of paid preparation time for each session.

5. District and Association will meet and negotiate on the school calendar prior to its adoption by the Board.

Preparation Time

F. Each full-time teacher in grades 6 through 8 shall provide six (6) class periods of instruction and shall have one (1) duty-free period for class preparation each school day. Each full-time teacher in grades 9 through 12 shall provide three (3) block periods of instruction each school day. In addition, on alternating school days, each full-time 9th through 12th grade teacher shall have a duty-free period for class preparation; the Templeton High School Associated Study Body Advisor shall have a period for Student Body business. On the alternating day when a teacher does not have a preparation period, the teacher shall supervise a "Tutorial" period. Teachers in the Ag Department shall be assigned an SOE period in lieu of a tutorial period.

1. Although additional lesson preparation is not required for Tutorial (formerly study hall), compliance with the following is required. During the "Tutorial" period, a teacher supervises students in sustained silent reading, makes school announcements, conducts discussions on the topics of advisement, and monitors student homework assignments, grades, and academic progress.
2. Upon mutual agreement between a permanent teacher and the Superintendent/designee, a teacher in grades 9-12 may be assigned one of three alternative types of Tutorial where they are expected to complete all of the duties described above and the additional duties described below:
 - a. Study Hall - a large group of students supervised by two or more teachers. Upon mutual agreement with the Superintendent/designee teachers assigned to a Study Hall Tutorial may alternate supervision creating additional preparation time.
 - b. Collaborative Tutorial - a group of students not to exceed twenty-five (25) choosing this educational setting for the purpose of collaborative work with peers sharing similar interests or educational pursuits. Additional preparation and instruction are not expected of teachers supervising a Collaborative Tutorial. The teacher may be expected to point students to available resources, clarify assignments, answer content specific questions and facilitate group dynamics. Teachers conducting a Collaborative Tutorial shall receive \$1,250 extra duty pay per year.
 - c. On-line Learning - a group of students not to exceed twenty (20) choosing this educational setting for the purpose of completing on-line or Web-based coursework. Additional preparation and teaching content are not expected of teachers supervising an On-line Learning Tutorial. The teacher may be expected to point students to available resources, clarify assignments, answer general questions and facilitate access to online curriculum. Teachers conducting an On-line Learning Tutorial shall receive \$1,000 extra duty pay per year.

3. A teacher who wishes to be assigned a traditional Tutorial shall not be prohibited from doing so.
 4. When a volunteer is not available and a substitute cannot be hired, a bargaining unit member may be assigned to substitute during his or her preparation period. Any bargaining unit member who substitutes at the request or direction of the District, even if not during their preparation period, shall be compensated at the period substitution rate rounding up to 15 minute increments set forth in Appendix B of this Agreement. A period substitution during a block period shall be equal to one and one-half times a regular period substitution.
 5. Teachers in grades 6 – 8 may volunteer to teach an additional class during their Prep period, and receive extra duty compensation of 1/7th of their annual salary for a yearlong assignment. Unit members who volunteer to teach an additional class during their prep for less than a year shall receive the equivalent of one half of this compensation. Teachers in grades 9-12 may volunteer to teach an additional class during their Prep or Tutorial period, and receive extra duty compensation of 1/8th of their annual assignment. Unit members who volunteer to teach an additional class during their prep for less than a year shall receive the equivalent of one half of this compensation. Such voluntary assignments may be made for permanent, full-time teachers only. In each such case, the District, Association, and the teacher will meet to sign an agreement for such assignment.
 6. Two (2) or more Templeton High School teachers may request that their tutorials be combined for a specific educational purpose. Each request shall require the approval of the site principal, the Superintendent and the Association.
 7. At Eagle Canyon Continuation High School, the principal or designee may occasionally direct a teacher to teach during his/her prep period. When so directed, the teacher shall earn compensating time off, to be taken at the convenience of the District. This applies only to teaching during preparation time.
 8. Teachers assigned to the Independent Study or Home School are guaranteed five (5) hours preparation time per week per full-time teacher, on a flexible schedule at the teacher's discretion.
- G. Teachers of grades TK-5 shall normally be provided the time following the dismissal of students for academic preparation.
1. Teachers of, in support of, grades TK through five (TK-5) shall be provided one and one-half additional hours of preparation time per week per full time equivalent assignment based upon the assignment of a teacher's class to another instructor. In the event of the absence of a staff member who provides this service, unit members that receive less than their 90 minutes of weekly contractual prep time will receive pay for lost preparation time at \$35.00/hour. Unit members shall fill out a timecard, rounding up to 15 minute increments, and submit the time card to their administrator. Pay of loss preparation time cannot exceed 90 minutes per week. Unit members will not be directed, but may volunteer, to serve as a substitute to fulfill this provision.
 2. Grade-level team meetings for TK-5 would be conducted during collaboration time.
- H. The District may assign up to four (4) course preparations for each teacher. Up to two

(2) more course preparations may be agreed to by the teacher and principal. Teachers with 4 course preparations shall receive a Class E Stipend, teachers with 5 course preparations shall receive a Class D+ stipend, and teachers with 6 course preparations shall receive a Class C stipend. This individual agreement shall be renewed annually.

- I. There shall be a total of three (3) minimum days for grading at grades one through five, one at the end of each trimester. The minimum day for grading at the end of the third trimester shall not be the last day of school or the last teacher work day. There shall be three (3) minimum days at the end of each semester for grades 6 through 8 for the purpose of administering and grading final exams and assigning grades. There shall be four (4) minimum days at the end of each semester for grades 9 – 12 for the purposes of administering and grading comprehensive final exams that meet specified District standards and for assigning grades.
- J. Effective July 1, 2021, there shall be a total of four (4) minimum days for parent conferences at the end of the first trimester and four (4) minimum days for parent conferences at the end of the second trimester for grades TK through five.

K. Part-time Assignments

- 1. For the term of this Agreement, the District agrees that it will assign no more than a total of six (6) part-time teachers in grades 6-12 excluding alternative education sites, and no more than two (2) part-time teachers in Grades K-5, excluding alternative education sites. In addition, the District will not assign more than one (1) part-time teacher in any discipline at the high school or at the middle school. This paragraph does not apply to Designed Subject/CTE teachers, job-shares, or full-time teachers who request and are granted a part-time assignment.
 - 2. Part-time unit members are to have the same professional responsibilities and obligations as full-time teachers related to attendance at staff meetings, SST, 504, and IEP meetings, promotion/graduation ceremonies, Open House, Back-to-School Night and district-sponsored staff development opportunities. Part-time unit members attending district sponsored staff development beyond their normal contracted hours shall be compensated at the approved project hourly rate.
- L. Counselors at the middle school and high school will have a work year ten (10) days longer than the teacher work year. Each counselor shall be compensated at his or her regular per diem rate of pay. The length of the counselors' workday shall be the same as that of a regular classroom teacher.
 - M. Effective July 1, 2022, unit members teaching in the Agriculture Department at Templeton High School will have a work year thirty seven (37) days longer than the teacher work year. Each Agriculture Department unit member shall be compensated at his or her regular per diem rate of pay.
 - N. Effective July 1, 2020, unit members serving as Education Specialist Teachers and Speech Language Pathologists in the Special Education Department will work three (3) days longer than the standard 184 day work year, totaling 187 work days. Each Ed Specialist and SLP unit member shall be compensated at his or her regular per diem rate of pay for these three additional days.

ARTICLE XIII: CLASS SIZE

- A. It is desirable to maintain favorable class size limits at all grade levels in order to foster optimal learning conditions. To that end, the District will attempt to adhere to Board policy and State guidelines.
1. Attempts will be made to have the stated average be the average load in the classroom at each grade level per site.
 2. Averages shall not be applicable prior to the sixtieth (60th) day of school.
 - a. The District will attempt to level classrooms to the averages prior to the first of October. Effective July 1, 2020, class size averages in the following grades shall not exceed:
 - i. 25:1 grades TK-3
 - (a) Averages will have the high and low classes removed in the calculation.
 - ii. 31:1 grades 4 and 5
 - iii. 32:1 grades 6-8 (core classes)
 - iv. 32:1 grades 9-12 (core classes)
 - v. 34:1 grades 6-8 (elective classes excluding choir, band and PE)
 - vi. 34:1 grades 9-12 (elective classes excluding choir, band and PE)
 - b. Class size averages above may exceed the maximum averages by up to .33 in no more than 2 grade spans in any school year.
 - c. Article XIII b. may be suspended by official notification from the District to the Association in no more than one (1) year in a (4) four year period with notification by February 15th of the preceding school year. Averages stated in XIII b may be increased no more than 10 percent by the official notification date.
 - d. Students with individualized education plans who are mainstreamed for core content instruction shall count toward class size averages. Students with individualized education plans who are mainstreamed for electives and/or enrichment shall not count toward class size averages.
 - e. When class size averages are exceeded following the sixtieth (60th) day of school, one or more of the following remedies shall be utilized, after consultation between the District and the Association,
 - i. Hire an additional teacher in the affected grade
 - ii. Hire a roving substitute

- iii. Create a combination class. A teacher shall not be required to teach a combo class in any more than one in six years.
- iv. Provide a classified classroom assistant
- v. Freeze new interdistrict transfer agreements in the affected grade spanTTA/TUSD agreement on this article will result in the signing of an MOU to increase TK-3 class size in 2018-19 school year to 26.3:1.

ARTICLE XIV: PUBLIC COMPLAINTS

- A. Any written and signed complaint from a member of the community concerning the employment performance of a bargaining unit member shall be reported to the bargaining unit member.
1. The bargaining unit member may request a conference with the complainant to discuss the nature of the complaint.
 2. The District agrees that no disciplinary action will be taken on a complaint against a bargaining unit member unless the complaint is in writing and signed by the complainant.
 3. The validity of the complaint shall be determined by the administrator after providing the bargaining unit member due process. If found untrue, the written complaint shall be destroyed.
 4. Prior to placing any written complaint in the personnel file, the bargaining unit member shall be given a copy of the document with the right to comment in writing within ten (10) days and have such comments attached to and filed with the material in the personnel file.
 5. The bargaining unit member shall be entitled to appeal, in written fashion, the complaint to the Board of Trustees. The Board will hear such appeal in closed session, and the decision of the Board shall be final.
 6. For purposes of this section, a “day” shall mean any day a bargaining unit member is required to render service.

ARTICLE XV: AMERICANS WITH DISABILITIES ACT

- A. The District agrees to provide the Association a copy of any proposed accommodation of a bargaining unit member for a disability under the Americans with Disabilities Act. The District further agrees to bargain with the Association, upon request, over the impact of effects on other unit members of any accommodation(s) that fall(s) within the scope of bargaining as provided in the EERA.

ARTICLE XVI: PEER ASSISTANCE REVIEW

- A. The District and the Association agree to establish a P.A.R. Committee, which will be trained in anticipation of becoming the P.A.R. Panel required by the new regulations. The Committee will consist of the Superintendent, one (1) Principal, and three (3) T.T.A. representatives. The District and the Association agree to the goals of P.A.R. as defined by the State of California. (Board approved May 25, 2000)

Mission Statement

- B. The Templeton Teachers Association (“Association”) and the Templeton Unified School District (“District”) continuously strive to provide the highest possible quality of education for all students in the Templeton Unified School District. Research consistently shows a high positive correlation between increased student learning and improved teacher instruction. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of teacher instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance.

Joint P.A.R. Committee

- C. The Joint P.A.R. Committee shall consist of five (5) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. The District shall choose the administrators of the Joint P.A.R. Committee. The Joint P.A.R. Committee shall establish its own meeting schedule. To meet, three-fifths of the members of the Joint P.A.R. Committee must be present. Such meetings shall take place during the regular teacher workday and/or after school hours. Teachers who are members of the Joint P.A.R. Committee shall be released from their regular duties to attend meetings scheduled during the school day without loss of pay or benefits. Since the responsibilities of the bargaining unit members of the Joint P.A.R. Committee will extend beyond the regular workday and work year, they shall be compensated with extra duty pay of \$2,000 per year.
- D. The Joint P.A.R. Committee shall be responsible for the following:
1. Funding annual training for the Joint P.A.R. Committee members.
 2. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
 3. Selecting the Consulting Teacher(s) for confirmation by the Board of Trustees.
 4. Selecting trainers and/or training providers as provided by P.A.R.
 5. Providing training for Consulting Teachers prior to Consulting Teacher participation in the program.
 6. Sending written notification of participation in the P.A.R. program to the Referred Teacher, the Consulting Teacher and the site principal.
 7. Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures shall be consistent with the provisions of the Collective Bargaining Agreement and, to the extent there is an inconsistency, the Collective Bargaining Agreement shall prevail.
 8. Distributing, at the beginning of each school year, a copy of the adopted Rules and

Procedures to all bargaining unit members and administrators.

9. Establishing a procedure for application as a Consulting Teacher consistent with provisions 5A, 5B, 5C, and 5D of this Article.
 10. Determining the number of Consulting Teachers in any year, based upon participation in the P.A.R. program, the budget available and other relevant considerations.
 11. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Teacher's progress in the P.A.R. program, if the Joint P.A.R. Committee deems the Referred Teacher did not improve and determines that further continuation in the program will not be beneficial.
 12. Providing general oversight for the staff development of Referred and Voluntary teachers.
 13. Evaluating annually the P.A.R. program in order to recommend revisions and improvements.
- E. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, Joint P.A.R. Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.

Referred Teachers

- F. A Referred Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an overall evaluation rating of "Does Not Meet Standards" on the Certificated Staff Evaluation Report.
- G. A Referred Teacher shall select a Consulting Teacher from a list of qualified teachers provided by the Joint P.A.R. Committee. A Referred Teacher may appeal an assignment of the Consulting Teacher to the Joint P.A.R. Committee.
- H. A Referred Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

Volunteer Teacher

- I. A Volunteer Teacher is a teacher with permanent status who volunteers to participate in the P.A.R. program. The purpose of participation in the P.A.R. program for the Volunteer Teacher is for peer assistance only, and the Consulting Teacher shall not participate in a performance review of the Volunteer Teacher. The Volunteer Teacher may terminate his or her participation in the P.A.R. program at any time.
- J. All communication between the Volunteer Teacher and the Consulting Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint P.A.R. Committee.

Consulting Teachers

- K. A Consulting Teacher is a teacher who provides assistance to a Referred Teacher or

Volunteer Teacher pursuant to the P.A.R. program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications.

1. A credentialed classroom teacher with permanent status. (This does not exclude Reading Specialist, Special Education teachers or other classroom specialist.)
 2. Minimum of five (5) years', with seven (7) years' preferred experience in classroom instruction.
 3. Demonstrated exemplary ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- L. Applicants for the position of Consulting Teacher are required to submit three (3) references from individuals with specific knowledge of his or her expertise.
- M. All applications and references shall be treated with confidentiality.
- N. Subject to Board confirmation, Consulting Teachers shall be selected by a majority vote of the Joint P.A.R. Committee following a selection process consistent with the law.
- O. A Consulting Teacher shall be provided reasonable release time as approved by the Superintendent or designee and the Joint P.A.R. Committee.
- P. Functions performed by Consulting Teachers pursuant to this Article by the bargaining unit bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
- Q. Consulting Teachers shall have responsibility for no more than two (2) Referred Teachers. The Consulting Teacher reserves the right to limit to one (1) the number of referred teachers he/she supports.
- R. In addition to the regular salary, a Consulting Teacher shall receive extra duty pay of \$2,000 for all work beyond the regular workday and/or work year.
- S. The Consulting Teacher shall not participate in the evaluation of any other teacher in the District.
- T. The Consulting Teacher shall meet with the Referred Teacher to discuss the P.A.R. Program and develop an assistance plan that focuses on the standard(s) rated by the evaluator as "Does Not Meet Standards."
- U. The Consulting Teacher shall participate in multiple observations during classroom instruction, as provided in the assistance plan.
- V. The Consulting Teacher shall monitor the progress of the Referred Teacher and shall provide appropriate feedback to the Referred Teacher.
- W. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Teacher to receive his or her input and signature before it is submitted to the Joint P.A.R. Committee. The Teacher's signing of the report does not necessarily mean agreement, but only that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the evaluator and Joint P.A.R. Committee at least

ten (10) days prior to the final summary evaluation deadline. If a Referred Teacher wishes to submit a written response and have his/her response attached to the final report, they shall do so within ten (10) working days. The Referred Teacher shall also have the right, within ten (10) working days after the evaluation summary deadline, to request a meeting with the Joint P.A.R. Committee, and to be represented at this meeting by the Association representative of his or her choice.

- X. The Joint P.A.R. Committee shall make any recommendations to the School Board no later than June 1.
- Y. The results of the Referred Teacher's participation in the P.A.R. Program shall be placed in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.
- Z. The Templeton Unified School District agrees to indemnify and provide a defense for the Consulting Teacher or member of the Joint P.A.R. Committee, pursuant to Division 3.6 (commencing with section 810) of Title I of the Government Code (also known as the Tort Claims Act) against any claims, causes of action, damages, grievances, administrative proceeding and any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review. The Consulting Teacher or Bargaining Unit members of the Joint P.A.R. Committee have the right to have a California Teachers' Association attorney present at all legal proceedings at no expense to the Templeton Unified School District.
- AA. The Consulting Teacher shall serve as a liaison from the Joint P.A.R. Committee to the school site to promote teacher involvement in District Staff Development Programs including but not limited to P.A.R.

Staff Development Programs

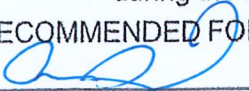
- BB. Any staff development to be funded by P.A.R. must be approved by the Joint P.A.R. Committee Program. All Staff Development Programs and professional growth activities funded by P.A.R. shall relate to board-approved District goals and objectives and be consistent with sound professional development program practices.

ARTICLE XVII: CONCLUSION

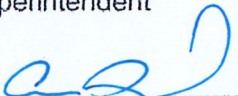
- A. Except by mutual agreement, the parties expressly waive and relinquish the right to meet and negotiate further with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed the Agreement, even though such subjects or matters were proposed and later withdrawn.
 - 1. This Agreement is the total collective bargaining contract between the parties, and expresses all agreements regarding negotiated conditions of employment. The parties further stipulate that no other understandings, codicils, agreements, or side letters exist which in any way alter or amend the terms of this Agreement.
- B. Neither the District nor unit member is bound by any past practices, prior understanding, or agreements which are not set forth in writing in this Agreement.
 - 1. This Agreement will supersede any Board rule, regulation, or policy which is inconsistent with its terms.

- C. In the event that any provision of this Agreement is held invalid by a court of final appellate jurisdiction, such decision shall not invalidate any other provisions of this Agreement, and all remaining provisions shall remain in full force and effect. At the request of either party, the provision(s) held invalid shall be re-negotiated.
- D. The Association and the District recognize their duties and obligations under law to comply with provisions of this Agreement and will encourage the full, faithful, and proper performance of assigned duties.
 - 1. The Association agrees that during the life of this Agreement neither it nor any members of the bargaining unit will encourage, condone, participate in, or otherwise support any strike, work stoppage, slowdown, "sick in," or picketing in support of any strike, work stoppage, slowdown, "sick in," or other illegal activity, and/or the failure or refusal to faithfully and fully perform assigned duties and responsibilities.
 - 2. In the event of any violation of this section, the Association agrees to publicly disclaim the illegal activity.
 - 3. The use of sick leave, personal necessity leave, or any other form of leave for any concerted activity as described in Paragraph D of this Article is not allowed under the terms of this Agreement.
 - 4. Should the District and bargaining unit exhaust all efforts through impasse to settle during the term of this Agreement, Article XVII D (1) shall be deemed null and void.


RECOMMENDED FOR RATIFICATION



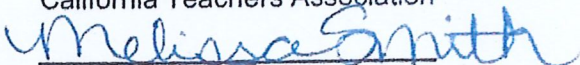
 For The District
 Aaron Asplund
 Superintendent



 Aaron Asplund
 Chief Business Official



 For The Association
 Ken Stevens
 Field Representative
 California Teachers Association

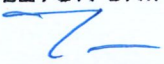


 Melissa Smith
 Chair, Bargaining Team

RATIFIED

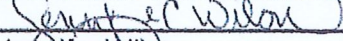
By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Association as the contracting parties; that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance. Without regard to the date of actual signature, the parties intend this Agreement to become effective as of the date of final ratification by the Board of Trustees.

TEMPLETON UNIFIED SCHOOL DISTRICT

By: 

 Ted Dubost
 President, Board of Trustees

TEMPLETON TEACHERS ASSOC.
 California Teachers' Association/NEA



 Jennifer Wilson
 Chapter President

RATIFIED BY BOARD OF TRUSTEES ON December 14, 2023

TEMPLETON UNIFIED SCHOOL DISTRICT
2023-24 CERTIFICATED SALARY SCHEDULE
184 work days/187 work days Ed Spec & Adapted PE

STEP	DEGREE	BA/BS I	(+30 SU) II	(+45 SU) III	(+60 SU) IV	(+75 SU) V
1	Base	53,006	53,006	55,657	58,440	61,362
	Base & CTE	53,536	53,536	56,214	59,024	61,976
	+ Masters	54,066	54,066	56,770	59,609	62,589
	+ Masters & CTE	54,596	54,596	57,327	60,193	63,203
	+ Doctorate	55,126	55,126	57,883	60,778	63,816
	+ Doctorate & CTE	55,656	55,656	58,440	61,362	64,430
	*****	45773	48072	50489		
	Ed Spec/Adapted PE	56,025	56,025	58,827	61,769	64,857
	Base & CTE	56,585	56,585	59,415	62,387	65,506
	+ Masters	57,146	57,146	60,004	63,004	66,154
	+ Masters & CTE	57,706	57,706	60,592	63,622	66,803
	+ Doctorate	58,266	58,266	61,180	64,240	67,451
	+ Doctorate & CTE	58,826	58,826	61,768	64,857	68,100
	2	Base	53,006	54,863	57,605	60,485
Base & CTE		53,536	55,412	58,181	61,090	64,145
+ Masters		54,066	55,960	58,757	61,695	64,780
+ Masters & CTE		54,596	56,509	59,333	62,300	65,415
+ Doctorate		55,126	57,058	59,909	62,904	66,050
+ Doctorate & CTE		55,656	57,606	60,485	63,509	66,686
*****		47358	49760			
Ed Spec/Adapted PE		56,025	57,988	60,886	63,930	67,127
Base & CTE		56,585	58,568	61,495	64,569	67,798
+ Masters		57,146	59,148	62,104	65,209	68,470
+ Masters & CTE		57,706	59,728	62,713	65,848	69,141
+ Doctorate		58,266	60,308	63,321	66,487	69,812
+ Doctorate & CTE		58,826	60,887	63,930	67,127	70,483
3		Base	54,863	56,783	59,622	62,603
	Base & CTE	55,412	57,351	60,218	63,229	66,390
	+ Masters	55,960	57,919	60,814	63,855	67,048
	+ Masters & CTE	56,509	58,486	61,411	64,481	67,705
	+ Doctorate	57,058	59,054	62,007	65,107	68,362
	+ Doctorate & CTE	57,606	59,622	62,603	65,733	69,020
	*****	49049	51511			
	Ed Spec/Adapted PE	57,988	60,017	63,018	66,169	69,477
	Base & CTE	58,568	60,617	63,648	66,831	70,172
	+ Masters	59,148	61,217	64,278	67,492	70,867
	+ Masters & CTE	59,728	61,818	64,909	68,154	71,561
	+ Doctorate	60,308	62,418	65,539	68,816	72,256
	+ Doctorate & CTE	60,887	63,018	66,169	69,477	72,951

4	Base	54,863	58,768	61,708	64,792	68,033	
	Base & CTE	55,412	59,356	62,325	65,440	68,713	
	+ Masters	55,960	59,943	62,942	66,088	69,394	
	+ Masters & CTE	56,509	60,531	63,559	66,736	70,074	
	+ Doctorate	57,058	61,119	64,176	67,384	70,754	
	+ Doctorate & CTE	57,606	61,706	64,793	68,032	71,435	
	*****	50773					
	Ed Spec/Adapted PE	57,988	62,115	65,223	68,482	71,908	
	Base & CTE	58,568	62,736	65,875	69,167	72,627	
	+ Masters	59,148	63,357	66,527	69,852	73,346	
	+ Masters & CTE	59,728	63,978	67,180	70,536	74,065	
	+ Doctorate	60,308	64,600	67,832	71,221	74,784	
	+ Doctorate & CTE	60,887	65,221	68,484	71,906	75,503	
	5	Base	56,783	60,827	63,867	67,061	70,414
Base & CTE		57,351	61,435	64,506	67,732	71,118	
+ Masters		57,919	62,044	65,144	68,402	71,822	
+ Masters & CTE		58,486	62,652	65,783	69,073	72,526	
+ Doctorate		59,054	63,260	66,422	69,743	73,231	
+ Doctorate & CTE		59,622	63,868	67,060	70,414	73,935	
Ed Spec/Adapted PE		60,017	64,291	67,505	70,881	74,425	
Base & CTE		60,617	64,934	68,180	71,590	75,169	
+ Masters		61,217	65,577	68,855	72,299	75,914	
+ Masters & CTE		61,818	66,220	69,530	73,007	76,658	
+ Doctorate		62,418	66,863	70,205	73,716	77,402	
+ Doctorate & CTE		63,018	67,506	70,880	74,425	78,146	
6		Base	58,768	62,956	66,104	69,407	72,879
		Base & CTE	59,356	63,586	66,765	70,101	73,608
	+ Masters	59,943	64,215	67,426	70,795	74,337	
	+ Masters & CTE	60,531	64,845	68,087	71,489	75,065	
	+ Doctorate	61,119	65,474	68,748	72,183	75,794	
	+ Doctorate & CTE	61,706	66,104	69,409	72,877	76,523	
	Ed Spec/Adapted PE	62,115	66,542	69,869	73,360	77,030	
	Base & CTE	62,736	67,207	70,568	74,094	77,800	
	+ Masters	63,357	67,873	71,266	74,827	78,571	
	+ Masters & CTE	63,978	68,538	71,965	75,561	79,341	
	+ Doctorate	64,600	69,204	72,664	76,294	80,111	
	+ Doctorate & CTE	65,221	69,869	73,362	77,028	80,882	
	7	Base	60,827	65,158	68,417	71,837	75,429
		Base & CTE	61,435	65,810	69,101	72,555	76,183
+ Masters		62,044	66,461	69,785	73,274	76,938	
+ Masters & CTE		62,652	67,113	70,470	73,992	77,692	
+ Doctorate		63,260	67,764	71,154	74,710	78,446	
+ Doctorate & CTE		63,868	68,416	71,838	75,429	79,200	
Ed Spec/Adapted PE		64,291	68,869	72,314	75,929	79,725	
Base & CTE		64,934	69,558	73,037	76,688	80,522	
+ Masters		65,577	70,246	73,760	77,448	81,320	
+ Masters & CTE		66,220	70,935	74,483	78,207	82,117	
+ Doctorate		66,863	71,624	75,207	78,966	82,914	
+ Doctorate & CTE		67,506	72,312	75,930	79,725	83,711	

8	Base	60,827	67,440	70,811	74,353	78,070
	Base & CTE	61,435	68,114	71,519	75,097	78,851
	+ Masters	62,044	68,789	72,227	75,840	79,631
	+ Masters & CTE	62,652	69,463	72,935	76,584	80,412
	+ Doctorate	63,260	70,138	73,643	77,327	81,193
	+ Doctorate & CTE	63,868	70,812	74,352	78,071	81,974
	Ed Spec/Adapted PE	64,291	71,281	74,844	78,588	82,517
	Base & CTE	64,934	71,994	75,592	79,374	83,342
	+ Masters	65,577	72,707	76,341	80,160	84,167
	+ Masters & CTE	66,220	73,419	77,089	80,946	84,993
	+ Doctorate	66,863	74,132	77,838	81,732	85,818
	+ Doctorate & CTE	67,506	74,845	78,586	82,517	86,643
9	Base	60,827	69,799	73,289	76,953	80,802
	Base & CTE	61,435	70,497	74,022	77,723	81,610
	+ Masters	62,044	71,195	74,755	78,492	82,418
	+ Masters & CTE	62,652	71,893	75,488	79,262	83,226
	+ Doctorate	63,260	72,591	76,221	80,031	84,034
	+ Doctorate & CTE	63,868	73,289	76,953	80,801	84,842
	Ed Spec/Adapted PE	64,291	73,775	77,463	81,336	85,404
	Base & CTE	64,934	74,513	78,238	82,149	86,258
	+ Masters	65,577	75,251	79,012	82,963	87,112
	+ Masters & CTE	66,220	75,988	79,787	83,776	87,966
	+ Doctorate	66,863	76,726	80,562	84,589	88,820
	+ Doctorate & CTE	67,506	77,464	81,336	85,403	89,674
10	Base	60,827	72,242	75,855	79,648	83,630
	Base & CTE	61,435	72,964	76,614	80,444	84,466
	+ Masters	62,044	73,687	77,372	81,241	85,303
	+ Masters & CTE	62,652	74,409	78,131	82,037	86,139
	+ Doctorate	63,260	75,132	78,889	82,834	86,975
	+ Doctorate & CTE	63,868	75,854	79,648	83,630	87,812
	Ed Spec/Adapted PE	64,291	76,357	80,175	84,184	88,393
	Base & CTE	64,934	77,121	80,977	85,026	89,277
	+ Masters	65,577	77,884	81,779	85,868	90,161
	+ Masters & CTE	66,220	78,648	82,580	86,710	91,045
	+ Doctorate	66,863	79,411	83,382	87,551	91,929
	+ Doctorate & CTE	67,506	80,175	84,184	88,393	92,813
11	Base	60,827	72,242	75,855	82,436	86,557
	Base & CTE	61,435	72,964	76,614	83,260	87,423
	+ Masters	62,044	73,687	77,372	84,085	88,288
	+ Masters & CTE	62,652	74,409	78,131	84,909	89,154
	+ Doctorate	63,260	75,132	78,889	85,733	90,019
	+ Doctorate & CTE	63,868	75,854	79,648	86,558	90,885
	Ed Spec/Adapted PE	64,291	76,357	80,175	87,131	91,487
	Base & CTE	64,934	77,121	80,977	88,002	92,402
	+ Masters	65,577	77,884	81,779	88,874	93,317
	+ Masters & CTE	66,220	78,648	82,580	89,745	94,232
	+ Doctorate	66,863	79,411	83,382	90,616	95,146
	+ Doctorate & CTE	67,506	80,175	84,184	91,488	96,061

12	Base	60,827	72,242	75,855	82,436	89,586
	Base & CTE	61,435	72,964	76,614	83,260	90,482
	+ Masters	62,044	73,687	77,372	84,085	91,378
	+ Masters & CTE	62,652	74,409	78,131	84,909	92,274
	+ Doctorate	63,260	75,132	78,889	85,733	93,169
	+ Doctorate & CTE	63,868	75,854	79,648	86,558	94,065
	Ed Spec/Adapted PE	64,291	76,357	80,175	87,131	94,689
	Base & CTE	64,934	77,121	80,977	88,002	95,636
	+ Masters	65,577	77,884	81,779	88,874	96,583
	+ Masters & CTE	66,220	78,648	82,580	89,745	97,530
	+ Doctorate	66,863	79,411	83,382	90,616	98,477
	+ Doctorate & CTE	67,506	80,175	84,184	91,488	99,423
13 14 15	Base	60,827	72,242	75,855	82,436	92,722
	Base & CTE	61,435	72,964	76,614	83,260	93,649
	+ Masters	62,044	73,687	77,372	84,085	94,576
	+ Masters & CTE	62,652	74,409	78,131	84,909	95,504
	+ Doctorate	63,260	75,132	78,889	85,733	96,431
	+ Doctorate & CTE	63,868	75,854	79,648	86,558	97,358
	Ed Spec/Adapted PE	64,291	76,357	80,175	87,131	98,003
	Base & CTE	64,934	77,121	80,977	88,002	98,983
	+ Masters	65,577	77,884	81,779	88,874	99,963
	+ Masters & CTE	66,220	78,648	82,580	89,745	100,943
	+ Doctorate	66,863	79,411	83,382	90,616	101,923
	+ Doctorate & CTE	67,506	80,175	84,184	91,488	102,903
16 17 18*	Base	62,044	73,687	77,372	84,085	95,967
	Base & CTE	62,664	74,424	78,146	84,926	96,927
	+ Masters	63,285	75,161	78,919	85,767	97,886
	+ Masters & CTE	63,905	75,898	79,693	86,608	98,846
	+ Doctorate	64,526	76,634	80,467	87,448	99,806
	+ Doctorate & CTE	65,146	77,371	81,241	88,289	100,765
	Ed Spec/Adapted PE	65,577	77,884	81,779	88,874	101,433
	Base & CTE	66,233	78,663	82,597	89,763	102,447
	+ Masters	66,889	79,442	83,415	90,651	103,462
	+ Masters & CTE	67,544	80,221	84,232	91,540	104,476
	+ Doctorate	68,200	80,999	85,050	92,429	105,490
	+ Doctorate & CTE	68,856	81,778	85,868	93,318	106,505
19 20 21*	Base	63,260	75,132	78,889	85,733	99,326
	Base & CTE	63,893	75,883	79,678	86,590	100,319
	+ Masters	64,525	76,635	80,467	87,448	101,313
	+ Masters & CTE	65,158	77,386	81,256	88,305	102,306
	+ Doctorate	65,790	78,137	82,045	89,162	103,299
	+ Doctorate & CTE	66,423	78,889	82,833	90,020	104,292
	Ed Spec/Adapted PE	66,863	79,411	83,382	90,616	104,983
	Base & CTE	67,532	80,205	84,216	91,522	106,033
	+ Masters	68,200	80,999	85,050	92,428	107,083
	+ Masters & CTE	68,869	81,793	85,883	93,334	108,132
	+ Doctorate	69,538	82,587	86,717	94,241	109,182
	+ Doctorate & CTE	70,206	83,382	87,551	95,147	110,232

22	Base	64,477	76,577	80,406	87,382	102,803
	Base & CTE	65,122	77,343	81,210	88,256	103,831
	+ Masters	65,767	78,109	82,014	89,130	104,859
	+ Masters & CTE	66,411	78,874	82,818	90,003	105,887
	+ Doctorate	67,056	79,640	83,622	90,877	106,915
	+ Doctorate & CTE	67,701	80,406	84,426	91,751	107,943
23	Ed Spec/Adapted PE	68,148	80,938	84,986	92,359	108,658
	Base & CTE	68,829	81,747	85,836	93,283	109,745
	+ Masters	69,511	82,557	86,686	94,206	110,831
	+ Masters & CTE	70,192	83,366	87,536	95,130	111,918
	+ Doctorate	70,874	84,176	88,385	96,053	113,004
	+ Doctorate & CTE	71,555	84,985	89,235	96,977	114,091
24*	Base	65,693	78,021	81,923	89,031	106,401
	Base & CTE	66,350	78,801	82,742	89,921	107,465
	+ Masters	67,007	79,581	83,561	90,812	108,529
	+ Masters & CTE	67,664	80,362	84,381	91,702	109,593
	+ Doctorate	68,321	81,142	85,200	92,592	110,657
	+ Doctorate & CTE	68,978	81,922	86,019	93,483	111,721
25*	Ed Spec/Adapted PE	69,434	82,466	86,589	94,101	112,461
	Base & CTE	70,128	83,291	87,455	95,042	113,586
	+ Masters	70,823	84,115	88,321	95,983	114,710
	+ Masters & CTE	71,517	84,940	89,187	96,924	115,835
	+ Doctorate	72,211	85,765	90,053	97,865	116,959
	+ Doctorate & CTE	72,906	86,589	90,918	98,806	118,084
COLUMN I THROUGH COLUMN IV						
* Service credit after 15 years includes 2% of employee's respective column, step 13						
** Service credit after 18 years includes 4% of employee's respective column, step 13						
*** Service credit after 21 years includes 6% of employee's respective column, step 13						
**** Service credit after 24 years includes 8% of employee's respective column, step 13						
*****						Non-fully credentialed salary

Increase of 4.25% to salary schedule - effective 7/1/23

Education Specialists & Adapted PE an additional 4% above General Education

4.25% INCREASE

Unit members who attend less than 70% of originally scheduled committee meetings in a year shall refund the District \$100 or participate on one (1) committee the following year for no additional compensation. For any meeting that is canceled or rescheduled, all participants are presumed to have attended.

Administrators and staff at the site level may institute additional extra duty pay using discretionary funds. A determination of which activities qualify for discretionary extra duty pay and the specific extra duty pay shall be made by a site committee consisting of the Principal and one representative of each grade level and a member of the TTA negotiating team. Discretionary extra duty pay lists shall be submitted to the Superintendent for review.

Summer School Pay/Differential – Walk-on vs. Bargaining unit member

Hourly Rate of Pay: The District shall not hire a non-district bargaining unit member for a summer school position without first offering positions posted to bargaining unit members. Positions remaining unfilled after May 15 may be offered to non-bargaining unit members.

Hourly Rates:

Approved Projects	\$30.00
Approved Curriculum Development	\$35.00
Period Substitution	\$30.00
High School - Block Period	\$45.00
Saturday School Detention	\$25.00

All extra duty assignments involving direct instruction of students (e.g., Adult, Summer, After School, Home/Hospital) shall be compensated at \$35.00 per hour. Teachers shall receive one hour of paid preparation time for every five hours of direct instruction.

Appendix B - Extra Duty Pay

Percentages based on Col. I-Step 1

Class A	9.0% of Col. I-Step 1
Class B+	7.65% of Col. I-Step 1
Class B	6.5% of Col. I-Step 1
Class C	4.25% of Col. I-Step1
Class D+	3.28% of Col. I-Step 1
Class D	3.19% of Col. I-Step1
Class E	2.63% of Col. I-Step 1
Class F	2.19% of Col. I-Step1
Class G	1.64% of Col. I-Step1
Class H	1.32% of Col. I-Step 1
Class I	1.10% of Col. I-Step1
Class J	0.99% of Col. I-Step1
Class K	0.77% of Col. I-Step1
Class L	0.44% of Col. I-Step1
Class M	0.22% of Col. I-Step1

<u>High School</u>	<u>Class</u>
Academic Decathlon	C
Band Director	B
Choral Director	D
Drama	C
Drama (Musical, Bi-yearly)	C
FFA Advisor	B+
Leadership	C
Marching Band/Color Guard	D
Mock Trial Coach	B
Mock Trial Assistant Coach	C
SST Coordinator	I
STEM Coordinator	C
Technology Support	I
Theater Tech	B
THS Leadership Team (4)	K
Yearbook Advisor	C

<u>Elementary Schools</u>	<u>Class</u>
Grade Level Leader	K
SST Coordinator	I
SST Member	K
Technology Support	I
TES Leadership (4)	K
VES Leadership (4)	K

Department Head Chair Extra Duty Pay:

\$357 (K stipend) per year per chair with more than 3.0 FTE or more in a department;

\$204 (L stipend) per year per chair with 3.0 FTE or fewer in department:

1. English
2. Honors/AP
3. Math
4. Science
5. Social Studies
6. Vocational Studies (Vocational Ag/Business/Computers/ROP)
7. PE/Health/Drivers Ed.
8. Foreign Language
9. Fine Arts (Music/Art)
10. Special Education
11. 6th Grade Core

<u>Middle School</u>	<u>Class</u>
ASB Leadership	C
Athletic Coach (up to 14 annually)	D -
Athletic Director	B
Band Director	E
Choral Director	H
Drama	H
Grade Level Leader	K
Mock Trial Coach	B
Science Camp Coordinator	F
SST Coordinator*	I
Technology Support	I
TMS Leadership Team (4)	K
Yearbook	C
Master Scheduler (1 per site, trigger language to be jointly determined)	E

Membership on District Committees: Extra duty pay of \$102 (M stipend) will be paid to each certificated member of the following committees for up to six meetings annually:

- 1. LCAP
- 2. PBIS
- 3. Safety Committee
- 4. Budget Committee
- 5. Tech Committee
- 6. Curriculum Committee (2 per site)
- 7. Multi Tier Support System (MTSS)
- 8. 8. School Advisory Committee (4)

APPENDIX B - High School Athletics Extra Duty Pay

Class A	9.0% of Col. I-Step 1
Class B	6.5% of Col. I-Step 1
Class C	4.25% of Col. I-Step1
Class D	3.19% of Col.1-Step1

<u>High School Athletics-Extra Duty Pay</u>	<u>Class</u>
Baseball: Junior Varsity Varsity	B A
Basketball: Freshman Junior Varsity Varsity	C B A
Cheerleader Advisor	B
CIF Qualifier	M/week
Cross Country: Head Assistant	B C
Drug Testing Coordinator	BB
Football: Junior Varsity, Assistant Junior Varsity, Head Varsity, Assistant Varsity, Head	C B B A
Golf: Junior Varsity Varsity	C B

Soccer:	Junior Varsity	B
	Varsity	A
Softball:	Junior Varsity	B
	Varsity	A
Swimming:	Junior Varsity	C
	Varsity	B
Tennis:	Junior Varsity	C
	Varsity	B
Track:	Junior Varsity, Assistant	C
	Junior Varsity	B
	Varsity	A
Volleyball:	Freshman	C
	Junior Varsity	B
	Varsity	A

APPENDIX C – HEALTH INSURANCE RATES COMPARISON

- Rates above represent premiums in place as of the 2023-24 plan year.
- Opt-out option: Election to Waiver of Anchor Bronze (WABE) is available if an employee wishes to decline district coverage due to coverage elsewhere.
- SISC provides a 25% discount on the medical premium to SLO County school employees with a spouse also enrolled in a SISC plan within their respective district. Each policyholder must also cover their spouse and be on a composite rate schedule (forfeited if either district offers a tiered-rate schedule). The discount only applies to Plans 1 – 4.

APPENDIX D-1 - BARGAINING UNIT MEMBER JOB-SHARE REQUEST

By their signatures below, the undersigned bargaining unit members request that the District agree to a job-share arrangement for the next school year. Attached to this request is a proposed work schedule for each member of the job-share team.

Each member of the proposed team agrees to adhere to and abide by the terms of Appendix C, Bargaining unit member Job-Share Agreement, contained in the current Templeton Unified School District/Templeton Teachers Association/California Teachers' Association/NEA collective bargaining agreement.

Bargaining unit member A:

Bargaining unit member B:

Signature

Signature

Date: _____

Date: _____

Principal's Recommendation for Employee A:	<input type="checkbox"/> Positive	<input type="checkbox"/> Negative
Principal's Recommendation for Employee B:	<input type="checkbox"/> Positive	<input type="checkbox"/> Negative
_____ Principal's Signature	Date: _____	

Superintendent's Recommendation for Employee A:	<input type="checkbox"/> Positive	<input type="checkbox"/> Negative
Superintendent's Recommendation for Employee B:	<input type="checkbox"/> Positive	<input type="checkbox"/> Negative
_____ Superintendent's Signature	Date: _____	

APPENDIX D-2 – JOB-SHARE CALENDAR REVISION FORM



JOB SHARE TEMPLETON UNIFIED SCHOOL DISTRICT *"Home of Tomorrow's Leaders"*

960 Old County Road • Templeton • 93465 • (805) 434-5800 • FAX (805) 434-5879

TEACHER JOB-SHARE CALENDAR REVISION REQUEST

Today's Date: _____

To: Site Principal

From: Employee Requesting Change _____

RE: Revision Request for Work/Non Work Days

Please revise my current job share calendar to reflect the following changes:

Original Job-Share **Work** Day(s):

Revised Job-Share **Work** Day(s):

Signature of Requesting Teacher:

Original Job-Share **Non-Work** Day(s):

Revised Job-Share **Non-Work** Day(s):

Signature of Co-Teacher:

Submitting this calendar change verifies that both teachers in this job-share agree to work the revised days listed above.

Approved:

Denied:

Principal Signature: _____

Date: _____

Superintendent Signature: _____

Date: _____

- Employee completes and signs and co-teacher signs
- Supervisor reviews and approves or denies request
- Supervisor makes a copy and returns approved/denied request to employee
- Employee makes copies and forwards to Superintendent

APPENDIX E-1 – CERTIFICATED STAFF EVALUATION REPORT

Templeton Unified School District CERTIFICATED STAFF EVALUATION REPORT

Bargaining unit member Name:		School Site:	School Year:
Teaching Assignment:			
Permanent:	Probationary:	Temporary:	Preliminary Evaluation: Final Evaluation:
STANDARD 1. ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING			
1.1 Connects students' prior knowledge, life experience, and interests with learning goals. 1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs. 1.3 Facilitates learning experiences that promote autonomy, interaction, and choice. 1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. 1.5 Promotes self-directed, reflective learning for all students.			
Meets Standards:		Does Not Meet Standards:	
Comments:			
STANDARD 2. CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING			
2.1 Creates a physical environment that engages all students. 2.2 Establishes a climate that promotes fairness and respect. 2.3 Promotes social development and group responsibility. 2.4 Establishes and maintains standards for student behavior. 2.5 Plans and implements classroom procedures and routines that support student learning. 2.6 Uses instructional time effectively.			
Meets Standards:		Does Not Meet Standards:	
Comments:			
STANDARD 3. UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING			
3.1 Demonstrates knowledge of subject matter content and student development. 3.2 Organizes curriculum to support student understanding of subject matter. 3.3 Interrelates ideas and information within and across subject matter areas. 3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter. 3.5 Uses materials, resources, and technologies to make subject matter accessible to students.			
Meets Standards:		Does Not Meet Standards:	
Comments:			
STANDARD 4. PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS			
4.1 Draws on and values students' backgrounds, interests, and developmental learning needs. 4.2 Establishes and articulates goals for student learning. 4.3 Develops and sequences instructional activities and materials for student learning. 4.4 Designs short-term and long-term plans to foster student learning. 4.5 Modifies instructional plans to adjust for student needs.			
Meets Standards:		Does Not Meet Standards:	

EXHIBIT E-3 – SPEECH THERAPIST EVALUATION REPORT

Templeton Unified School District SPEECH THERAPIST EVALUATION REPORT

Bargaining Unit Member Name:	School Site:	School Year:
Assignment:		
Permanent:	Probationary:	Temporary:
Preliminary Evaluation:		Final Evaluation:
STANDARD 1. ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING		
1.1 Identifies students through screening and referral		
Meets Standards: Does Not Meet Standards:		
Comments:		
STANDARD 2. CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING		
2.1 Determine case load based on established case load selection criteria.		
2.2 Work cooperatively with students, staff, personnel from other agencies, parents and the public.		
2.3 Maintain a suitable learning environment.		
2.4 Maintain confidentiality with complete security.		
2.5 Confer with parents, teachers and others as needed.		
2.6 Attend required meetings, IEP meetings, staff development and training sessions and other meetings as assigned.		
Meets Standards: Does Not Meet Standards:		
Comments:		
STANDARD 3. UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING		
3.1 Designs and implements an individualized education program with goals and objectives designed to remediate identified deficiencies for each child enrolled.		
3.2 Coordinates services.		
3.3 Prepares and submits reports in a timely manner.		
3.4 Maintains and controls required records in a timely manner.		
Meets Standards: Does Not Meet Standards:		
Comments:		
STANDARD 4. PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS		
4.1 Determines if additional referral is necessary.		
4.2 Remediate all areas of speech, language and hearing handicaps through scheduling of individual and/or group therapy sessions.		
4.3 Prepares appropriate materials.		
Meets Standards: Does Not Meet Standards:		
Comments:		
STANDARD 5. ASSESSES STUDENT LEARNING		
5.1 Assesses previously identified children.		
5.2 Maintains appropriate records of conferences and records pertinent data in the cumulative folders.		
5.3 Interprets test results for parents, students and teachers.		
Meets Standards: Does Not Meet Standards:		
Comments:		

STANDARD 6. DEVELOPS AS A PROFESSIONAL EDUCATOR

- 6.1 Reflects on teaching practice in support of student learning.
- 6.2 Establishes individual professional growth goals and engages in self-directed professional growth and development.
- 6.3 Collaborates with colleagues and the broader professional community to support teacher and student learning.
- 6.4 Works with families to support student learning.
- 6.5 Responds to local community support of the instructional program.
- 6.6 Manage professional responsibilities to maintain motivation and commitment to all students.
- 6.7 TTA and District management mutually agree that unit members demonstrate professional responsibility, integrity, and ethical conduct. Should a situation arise to the contrary, it would be handled by Education Code Sections 44930-44988.

Meets Standards: **Does Not Meet Standards:**

Comments:

VISITATIONS

Date/Time:	Date/Time:
Date/Time:	Date/Time:
Date/Time:	Date/Time:

COMMENDATIONS:

RECOMMENDATIONS:

OVERALL EVALUATION:
Meets Standards: **Does not Meet Standards:**

Bargaining unit member's signature acknowledges receipt and discussion of this evaluation report; it does not necessarily imply agreement. The bargaining unit member may submit a written response within ten (10) days of receipt of this evaluation report.

Bargaining unit member's Signature	Date	Evaluator's Signature	Date
------------------------------------	------	-----------------------	------

cc: Bargaining unit member Evaluator District Office

EXHIBIT E-4 – ATHLETIC DIRECTOR EVALUATION REPORT

Templeton Unified School District ATHLETIC DIRECTOR EVALUATION REPORT

Bargaining unit member Name:	School Site:	School Year:
Teaching Assignment:		
Permanent:	Probationary:	Temporary:
Preliminary Evaluation:		Final Evaluation:
STANDARD 1. ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING		
<ul style="list-style-type: none"> 1.1 Assists in mailing athletic correspondence. 1.2 Provides publicity release information 1.3 Arranges necessary details for physicals 1.4 Serves as a classroom substitute for coaches and other teachers at Templeton High School as directed. 1.5 Assumes coaching responsibilities if a coach is incapacitated or ejected from a game. 		
Meets Standards:		
Does Not Meet Standards:		
Comments:		
STANDARD 2. CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING		
<ul style="list-style-type: none"> 2.1 Sees that rules and intent of rules pertaining to athletics are carried out by coaching staff. 2.2 Advises principals in matters relating to school athletic policy. 2.3 Orients all new coaches to school, league, and CIF coaching policies and rules. 2.4 Supervises the conduct of coaches on athletic fields, both at home activities and away. 2.5 Confirms all coaches have met requirements of their job description. 2.6 Serves as a campus supervisor as directed by the principal. 2.7 Plans and supervises athletic physical exams. 2.8 Ensures written reports are properly submitted when an injury occurs. 		
Meets Standards:		
Does Not Meet Standards:		
Comments:		
STANDARD 3. UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING		
<ul style="list-style-type: none"> 3.1 Exercises positive leadership in athletics as the equivalent of department chairperson in that area. 3.2 Coordinates the work of the coaching staff in all regards, including interpretation of school policies and working out coaching personnel problems. 3.3 Directs and supervises Athletic Trainer. 3.4 Helps maintain an appropriate balance among sports and a desirable level of sports activities in the curriculum. 3.5 Organizes all overnight trips required by CIF. 3.6 Arranges athletic banquets and the sports segments of the awards assembly. 3.7 Advises the principal in regard to coaching assignments. 3.8 Serves as a school liaison to Boosters and other community support groups. 3.9 Acts as primary designee for coordination of the use of athletic facilities in cooperation with the P.E. Department and community use calendar. 3.10 Arranges and supervises the issuance, care, maintenance, and return of equipment. 		
Meets Standards:		
Does Not Meet Standards:		
Comments:		

STANDARD 4. PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.1 Makes all necessary arrangements to begin each sports season.
- 4.2 Prepares, distributes, and posts the schedule of competition for all sports, including printed schedules as necessary.
- 4.3 Confirms coaches have verified schedule prior to team departure.
- 4.4 Plans all home contests, including arrangements for officials, timers, and other adult personnel.
- 4.5 Enforces Board policy related to all athletic activities.
- 4.6 Serves as the primary coordinator and supervisor of athletic transportation.
- 4.7 Serves as the athletic contact to league secretary and media, and Commissioner's office.
- 4.8 Responsible for all physical and equipment details for home contests.
- 4.9 Arranges faculty and student help for home contests in all sports.
- 4.10 Assumes responsibility with site administration for administration of mandatory student athletic drug testing policy.
- 4.11 Prepares and administers athletic budget.

Meets Standards: Does Not Meet Standards:

Comments:

STANDARD 5. ASSESSES STUDENT LEARNING

- 5.1 Responsible for enforcing T.U.S.D. and CIF eligibility rules.
- 5.2 Responsible for publication, distribution, and checking all CIF eligibility lists.
- 5.3 Prepares, updates, and distributes team rosters.
- 5.4 Assumes responsibility for period checking of scholastic eligibility with faculty.
- 5.5 Prepares the list for students receiving athletic letters and arranges for ordering and distribution.

Meets Standards: Does Not Meet Standards:

Comments:

STANDARD 6. DEVELOPS AS A PROFESSIONAL EDUCATOR

- 6.1 Reflects on teaching practice in support of student learning.
- 6.2 Establishes individual professional growth goals and engages in self-directed professional growth and development.
- 6.3 Collaborates with colleagues and the broader professional community to support teacher and student learning.
- 6.4 Works with families to support student learning.
- 6.5 Responds to local community support of the instructional program.
- 6.6 Manage professional responsibilities to maintain motivation and commitment to all students.
- 6.7 TTA and District management mutually agree that unit members demonstrate professional responsibility, integrity, and ethical conduct. Should a situation arise to the contrary, it would be handled by Education Code Sections 44930-44988.

Meets Standards: Does Not Meet Standards:

Comments:

VISITATIONS

Date/Time:

Date/Time:

Date/Time:

Date/Time:

Date/Time:

Date/Time:

COMMENDATIONS:

RECOMMENDATIONS:

OVERALL EVALUATION:

Meets Standards: **Does not Meet Standards:**

Teacher's signature acknowledges receipt and discussion of this evaluation report; it does not necessarily imply agreement. The teacher may submit a written response within ten (10) days of receipt of this evaluation report.

Teacher's Signature

Date

Evaluator's Signature

Date

cc: Teacher:

Evaluator:

District Office:

EXHIBIT E-5 – RESOURCE SPECIALIST EVALUATION REPORT

Templeton Unified School District RESOURCE SPECIALIST EVALUATION REPORT

Bargaining Unit Member Name:	School Site:	School Year:
Assignment:		
Permanent:	Probationary:	Temporary:
Preliminary Evaluation:		Final Evaluation:
STANDARD 1. ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING		
1.1	Consults with general education teachers regarding identification and assessment of learning and behavioral patterns in pupils	
1.2	Consults with parents or other support personnel regarding appropriate resources available to them in working with individuals with exceptional needs	
1.3	Applies classroom environment and behavior management techniques and individualized instruction techniques	
1.4	Engages students in problem solving, critical thinking and other activities that make subject matter meaningful	
1.5	Uses a variety of instructional strategies and resources to respond to students' diverse needs	
1.6	Performs other responsibilities which are the same as for the classroom teacher	
Meets Standards:		
Does Not Meet Standards:		
Comments:		
STANDARD 2. CREATES AND MAINTAINS EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING		
2.1	Consults with general education teachers for applying classroom management techniques, appropriate resources available to individuals with exceptional needs and acceptance of students with exceptional needs	
2.2	Consults with parents and other support personnel regarding the development of pre-vocational and or vocational plans for individuals with exceptional needs	
2.3	Coordinates information, resources such as referral and assessment procedures, IEP Team meetings, instructional planning, collection of relevant information for students referred to IEP Team	
2.4	Plans and implements classroom procedures and routines that support student learning	
2.5	Monitors the development of Individualized Educational Programs and referral procedures in accordance with legal requirements.	
2.6	Maintains confidentiality with complete security	
2.7	Confers with parents, teachers and others as needed	
2.8	Attends required meetings, IEP meetings, staff development and training sessions and other meetings as assigned	
Meets Standards:		
Does Not Meet Standards:		
Comments:		
STANDARD 3. UNDERSTANDS AND ORGANIZES SUBJECT MATTER FOR STUDENT LEARNING		
3.1	Organizes and distributes media and materials for resource and general education classrooms, in-service workshops, individualized instruction and activities of Resource Specialist program with general education classroom curriculum.	
3.2	Prepares and submits reports in a timely manner	
3.3	Demonstrates knowledge of subject matter content and student development	
3.4	Organizes curriculum to support student understanding of subject matter	
3.5	Communicates in writing for the purposes of composing the required reports and other correspondence	
Meets Standards:		
Does Not Meet Standards:		
Comments:		

STANDARD 4. PLANS INSTRUCTION AND DESIGNS LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.1 Consults with general education teachers in utilizing evaluation data for modifying curriculum and/or instruction
- 4.2 Establishes and articulates goals for student learning
- 4.3 Develops and sequences instructional activities and materials for student learning
- 4.4 Coordinates the implementation of Special Education services for individuals with exceptional needs
- 4.5 Coordinates Individualized Educational Programs for individuals with exceptional needs
- 4.6 Schedules IEP meetings, including reviews
- 4.7 Assists in the planning of parent education in-service and/or workshops

Meets Standards: **Does Not Meet Standards:**

Comments:

STANDARD 5. ASSESSES STUDENT LEARNING

- 5.1 Processes information leading to approval of services by the child's parent/guardian
- 5.2 Utilizes systematic observations written in behavioral terms for referral to Individualized Educational Program team meetings, appropriate assessments and appropriately modified instructional methods and materials
- 5.3 Collects and uses multiple sources of information to assess student learning
- 5.4 Provides parents with information regarding assessment procedures and instrumentations, remedial methods and techniques as they relate to their individual child's program, home management and enrichment techniques designed to meet their individual abilities including strengths and weaknesses as well as needs and goals, and their child's needs for career and/or vocational planning
- 5.5 Completes reports and other documents to ensure legal compliance

Meets Standards: **Does Not Meet Standards:**

Comments:

VISITATIONS

Date/Time:

Date/Time:

Date/Time:

Date/Time:

Date/Time:

Date/Time:

COMMENDATIONS:

RECOMMENDATIONS:

OVERALL EVALUATION:

Meets Standards: **Does not Meet Standards:**

Teacher's signature acknowledges receipt and discussion of this evaluation report; it does not necessarily imply agreement. The teacher may submit a written response within ten (10) days of receipt of this evaluation report.

Teacher's Signature

Date

Evaluator's Signature

Date

EXHIBIT F-2 – EVALUATION OPTION: TWO YEAR CYCLE WITH NO FORMAL OBSERVATIONS

Templeton Unified School District

EVALUATION OPTION: TWO-YEAR CYCLE WITH NO FORMAL OBSERVATIONS

Employee:

School:

School Year:

Teaching Assignment:

Years in District:

Evaluator (Position):

The Principal/designee and a permanent teacher may, on a two-year cycle, mutually agree to an evaluation process that does not involve formal observations. The teacher participating in an evaluation process that does not involve formal observations shall receive informal, walk-through observations from the Principal/designee.

The overall goal for the two years is to meet the requirements of the staff member's job description. In addition, the annual specific goals and objectives are to be met by April 15 of this school year, unless otherwise noted.

Describe Method for Measuring Progress Toward Goal(s):

I request the option of no formal observations.

Teacher

Evaluator

I have received a copy of my job description, my evaluation goals, and the district grade level expectancies or course descriptions appropriate to my teaching assignment. The employee's signature indicates receipt of these evaluation goals, but does not necessarily imply agreement with them. This form will be placed in the employee's personnel file.

Principal's Signature

Date

Teacher's Signature

Date

EXHIBIT F-3 – THREE YEAR EVALUATION CYCLE WITH PROFESSIONAL DEVELOPMENT PLAN WITH FORMAL OBSERVATION

Templeton Unified School District THREE YEAR EVALUATION CYCLE WITH PROFESSIONAL DEVELOPMENT PLAN WITH FORMAL OBSERVATION

Employee: _____ **School:** _____
School Year: _____ **Teaching Assignment:** _____
Years in District: _____ **Evaluator (Position):** _____

Upon mutual agreement between the Superintendent/designee and a permanent teacher, a teacher may be placed on a three-year evaluation cycle. Prior to switching to a three-year evaluation cycle, the teacher shall provide a professional development plan (Exhibit F3) which describes goals and projected outcomes for each of the three years of the evaluation cycle. The overall goal for the three-year cycle is to meet the requirements of staff member's job description. In addition, the annual specific goals and objectives are to be met by April 15 of this school year, unless otherwise noted.

State Professional Development Goal(s):

1) Describe the outcome at the end of the year:
2) Describe the outcome at the end of the year:
3) Describe the outcome at the end of the year:
Describe how to measure goal attainment:

Is the teacher continuing on the three-year evaluation?

Year 2		Year 3	
Yes	No	Yes	No

Teacher _____ Evaluator _____ Teacher _____ Evaluator _____

I have received a copy of my job description, my evaluation goals, and the district grade level expectancies or course descriptions appropriate to my teaching assignment. The employee's signature indicates receipt of these evaluation goals, but does not necessarily imply agreement with them. This form will be placed in the employee's personnel file.

Principal's Signature _____ Date _____ Teacher's Signature _____ Date _____

EXHIBIT F-4 – EVALUATION OPTION: THREE YEAR CYCLE WITH A PROFESSIONAL DEVELOPMENT PLAN AND NO FORMAL OBSERVATION (THIS OPTION ALSO REQUIRES EXHIBIT F-3)

**Templeton Unified School District
THREE YEAR EVALUATION CYCLE WITH PROFESSIONAL DEVELOPMENT PLAN
AND NO FORMAL OBSERVATION**

Employee: _____ **School:** _____
School Year: _____ **Teaching Assignment:** _____
Years in District: _____ **Evaluator (Position):** _____

The Principal/designee and a permanent teacher on a three-year cycle may mutually agree to an evaluation process that does not involve formal observations. The teacher participating in an evaluation process that does not involve formal observations shall receive informal, walk-through observations from the Principal/designee.

The overall goal for the three years is to meet the requirements of the staff member's job description. In addition, the annual specific goals and objectives are to be met by April 15 of this school year, unless otherwise noted. This option also requires completion of F-3 Evaluation Option.

Describe method for measuring progress towards goals:

I request the option of no formal observations.

Teacher

Evaluator

I have received a copy of my job description, my evaluation goals, and the district grade level expectancies or course descriptions appropriate to my teaching assignment. The employee's signature indicates receipt of these evaluation goals, but does not necessarily imply agreement with them. This form will be placed in the employee's personnel file.

Principal's Signature

Date

Teacher's Signature

Date

EXHIBIT F-5: FORMAL CLASSROOM OBSERVATION REPORT

Templeton Unified School District FORMAL CLASSROOM OBSERVATION REPORT

Employee:

School:

School Year:

Teaching Assignment:

Pre-Observation Conference Date:

Observation Date:

NOTE: A post-observation conference is to be held as soon as practical after each formal observation.

- I. Evidence of Engaging and Supporting All Students in Learning

- II. Evidence of Engaging All Students Through Planning and Organizing Subject Matters

- III. Evidence of Effective Instructional Practices and Assessment of Student Learning

- IV. Evidence of Creating and Maintaining an Effective Environment for Student Learning

- V. Comments and Suggestions

Post-Observation Conference:

I have received a copy of this form and it has been discussed with me. My signature does not necessarily imply agreement and I understand I may submit an attachment within ten days.

Teacher's Signature

Date

Observer's Signature

Date