

TWAIN HARTE SCHOOL DISTRICT

AND

**TWAIN HARTE
FEDERATION OF TEACHERS,
AFT/CFT LOCAL #6151**

CERTIFICATED CONTRACT

FISCAL YEARS 2025-2027

TABLE OF CONTENTS

Article I	Agreement
Article II	Recognition
Article III	Grievance Procedure
Article IV	Federation and Employee Rights
Article V	Hours of Employment, Prep Time, & Staff Development Days
Article VI	Leave Policies
Article VII	Employee Evaluation Procedures
Article VIII	Peer Assistance and Peer Review (PAR)
Article IX	Transfer and Reassignment
Article X	Compensation
Article XI	Savings
Article XII	No Strike, No Lockout
Article XIII	Effect of Agreement
Article XIV	Safety
Article XV	Class Size
Article XVI	Non-Discrimination
Article XVII	Complaints Against Employees
Article XVIII	Term
Appendix A	Certificated Salary Schedule
Appendix A-1	Pupil Services-School Psychologist Salary Schedule
Appendix B	Extra Curricular Stipend Positions
Appendix B-1	Extra Curricular Stipends
Appendix C	Tentative Agreement –December 21, 2023
Appendix D	Annual Calendar
Appendix E	Evaluation Form
Appendix E-1	Teacher Pre-Observation Conference Summary
Appendix E-2	Post Observation Form
Appendix E-3	Five-Year Option Evaluation Agreement

ARTICLE I

AGREEMENT

- 1.1** The Articles and provisions contained herein constitute a bilateral and binding agreement by and between the Twain Harte School District, hereinafter referred to as “District” and the Twain Harte Federation of Teachers, a chapter of the California Federation of Teachers/American Federation of Teachers, hereinafter referred to as “Federation”.
- 1.2** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code.

ARTICLE II

RECOGNITION

- 2.1** The District hereby recognizes the Federation as the exclusive representative of all Certificated employees, including summer school teachers and excluding superintendent, principal, assistant principal and all management.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definitions

- 3.1.1 A “Grievance” is an allegation by the Federation or one or more Unit Members, that the District has taken an action, made a firm decision to take an action, or failed to take a required action, which misinterprets, misapplies, or violates a specific provision(s) of this Agreement.
- 3.1.2 For purposes of this Article, a “workday” shall mean any day in which a Unit Member is required to render service to the District.
- 3.1.3 Immediate supervisor is the lowest level managerial person who has the authority to resolve the grievance and grant the remedy sought.

3.2 Informal Conference

An attempt shall be made to resolve the grievance by an informal conference between the Unit Member, if the Unit Member desires to be present, and a Federation representative, if the Unit Member so desires such representation, and the immediate supervisor. If the grievance is filed against the District Superintendent, the grievant shall comply with Section 3.3.10.6.

3.3 Formal Procedure

A grievance filed on behalf of an individual Unit Member shall be processed as follows:

- 3.3.1 The Federation, acting on behalf of the Unit Member, or the Unit Member, shall file the grievance in writing with the District not later than twenty (20) workdays after the Unit Member knew or could reasonably have been expected to know of the action or inaction that constituted the basis of the grievance.

- 3.3.2 Step 1 - A meeting among the Unit Member (if the Unit Member desires to be present), a Federation representative, and the Unit Member's immediate supervisor shall be scheduled to discuss the grievance with the objective of resolving it. Such meeting shall be held not later than five (5) workdays after the date on which the grievance was filed.
- 3.3.3 Not later than five (5) workdays after the conclusion of the Step 1 meeting, the immediate supervisor shall provide the Unit Member and the Federation with a written response that shall include appropriate rationale for the decision rendered.
- 3.3.4 Step 2 - If the grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may file at Step 2 with the Superintendent not later than five (5) workdays after the decision has been rendered at Step 1.
- 3.3.5 A meeting shall be held among the Unit Member (if he/she desires to be present), a Federation representative, and the Superintendent. The grievant or Superintendent may bring any other person necessary to resolve the grievance. This meeting shall be held within five (5) work days after the filing of the Step 2 grievance.
- 3.3.6 No later than five (5) workdays after the conclusion of the Step 2 meeting, the Superintendent shall provide the Unit Member and the Federation with a written response that shall include appropriate rationale for the decision rendered.
- 3.3.7 Step 3 - Mediation

If the grievant is dissatisfied with the decision rendered at Step 2, the Federation may proceed to Step 3 within five (5) work days after the decision rendered at preceding Step, by filing a request for non-binding mediation with the State Mediation and Conciliation Service along with a copy to the Superintendent. The Federation may elect to by-pass Step 3 and move directly to Step 4.

3.3.8 Step 4 - Governing Board

- 3.3.8.1 If the grievant is dissatisfied with the decision rendered at Step 3, the grievant may file a Step 4 grievance with the Governing Board within five (5) work days of the decision rendered at Step 3.

3.3.8.2 A meeting with the Governing Board shall be held within five (5) work days of the appeal to Step 4. If a meeting is not held within five (5) work days, the appeal shall move directly to Step 5.

3.3.8.3 At the Step 4 meeting, the grievant and his/her representative shall present arguments, submit evidence and examine and cross-examine witnesses. The Step 4 meeting shall be held in closed session, unless the grievant specified otherwise in writing.

3.3.8.4 No later than five (5) work days after the meeting, the Board shall render a decision in writing which shall include appropriate rationale for the decision rendered.

3.3.9 Step 5 - Binding Arbitration

If the grievant is dissatisfied with the results of Step 4, or if Step 4 has been by-passed by the Federation, the Federation may proceed to Step 5, Binding Arbitration, within ten (10) work days after a decision has been rendered at the preceding Step.

3.3.9.1 Upon receiving the request for arbitration, the Superintendent shall request a list of arbitrators from the California Mediation and Conciliation Service who have experience in hearing public school arbitrations. As soon as possible after receiving the list of names from the Service, representatives of the District and Federation shall alternately strike a name until one (1) name remains. The person who remains shall serve as arbitrator.

3.3.9.2 The arbitrator shall conduct a hearing at which both parties may present witnesses and evidence. The arbitrator shall render a decision on the issue(s) submitted.

3.3.9.3 After a hearing, and after both parties have had an opportunity to make oral and written arguments, the arbitrator shall submit in writing to the parties his/her decision. The decision of the arbitrator shall be final and binding on the parties.

3.3.9.4 Each party shall bear the cost of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator and the arbitration process shall be shared equally by the parties. The grievant, the grievant's representative, and grievant's witnesses shall be compensated at the regular rate of pay and provided a substitute if the arbitration hearing is held during regular class time.

3.3.10 General Provisions

3.3.10.1 The Federation may consolidate grievances for purposes of arbitration.

3.3.10.2 Time limits indicated at each level of the grievance procedure set forth in the Article shall be construed as maximum and an attempt shall be made to expedite the process.

3.3.10.3 Extensions of the aforesaid time limits may be requested in writing by either party. Such requests shall state the extension period requested. Unless an extension is mutually agreed upon between the District and the Federation, the time limits set forth herein shall be applicable.

3.3.10.4 If a grievance affects a group or class of Unit Members and the facts with respect to all persons alleged to be aggrieved are substantially the same and the issue(s) raised by the grievance are the same as to all Unit Members involved, the Federation may initiate and submit such grievance directly to the Superintendent. The processing of such grievance shall commence at Step 2.

3.3.10.5 In matters dealing with alleged violations of Federation rights, the grievance may be initiated at Step 2.

3.3.10.6 If a grievance arises from action or inaction by the District level above a Unit Members immediate supervisor, the Federation shall submit such grievance directly to the Superintendent at Step 2. The time limits for submission and the subsequent processing of such grievance shall be the same in regard to a class or group grievance.

- 3.3.10.7 One (1) Federation representative and the grievant(s) shall be released without loss of pay in order to participate in grievance meetings and proceedings. Any Unit Member who is requested to appear in such investigations, meetings, or hearings as a witness shall be granted release time. The arbitrator may rule on any dispute which may arise concerning the scheduling of witnesses.
- 3.3.10.8 The Federation will notify the District of those individuals authorized to investigate and process grievances on behalf of the Federation.
- 3.3.10.9 The District shall cooperate with the Federation in the investigation of any grievance and shall provide the Federation with such available information as is requested as necessary to effectively process a grievance and to discharge the Federation's duty of fair representation.
- 3.3.10.10 In the event a Unit Member(s) exercises the right to individually process a grievance without assistance from the Federation; the District shall provide the Federation:
 - 3.3.10.10.1 A written copy of the grievance.
 - 3.3.10.10.2 Reasonable time to assert the Federation's position in regard to the matter.
 - 3.3.10.10.3 A written copy of any proposed resolutions of the grievance.
 - 3.3.10.10.4 An opportunity to file a response.
- 3.3.10.11 No reprisals of any kind shall be taken against any Unit Member because of participation in the grievance procedure in accordance with the terms of this Agreement.
- 3.3.10.12 All records dealing with the processing of grievances shall be filed separately from the personnel files of the Unit Members.
- 3.3.10.13 Forms for filing grievances shall be prepared by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 3.3.10.14 With mutual agreement, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.
- 3.3.10.15 Only the Federation, and not an individual Unit Member, may move a grievance to Step 4 and Step 5 of this procedure.

ARTICLE IV

FEDERATION AND EMPLOYEE RIGHTS

4.1 Federation Rights

The District and Federation recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join and participate in employee organization activities.

4.2 Meeting Representation

The Federation shall have the right to bring the conferee of their choice to any and all meetings held between the Federation and the District, including meetings to consult on educational issues.

4.3 Budget Advisory Committee

A Budget Advisory Committee will be set up and include among others Federation representation.

4.4 Board Agenda

The Federation shall appear on the Board Agenda and may speak on any issue of said agenda before a vote is taken on such issue. A copy of all board materials will be provided to the Federation by the Secretary of the Board at the same time it is made available to the members of the Board.

4.5 Policy Manual

The District shall provide at no cost to the Federation, one (1) copy of its Policy Manual, which shall include all of its Board Policies (B.P.) and Administrative Regulations (A.R.). The District shall also furnish, in advance, any proposed policy and administrative changes, as well as any changes actually voted on by the Board of Trustees.

4.6 Negotiated Agreement

One (1) copy of the negotiated Agreement and each revision shall be distributed by the District to each employee covered by the Agreement. The District shall pay for the cost of printing.

4.7 Use of Facilities

The Federation shall have the right to use District facilities during non-instructional hours when there is no conflicting previously scheduled use. The use of a teacher's classroom for meetings shall not require any advance notice. A Use of Facilities form shall be submitted in advance for the use of the library, multi-purpose room, or other similar structure.

4.8 Intra-District Mail System

The Federation shall have the right to use mailboxes and/or District e-mail for the purpose of communicating with Unit Members. [Modified 03/20/2018]

4.9 Bulletin Board

The Federation shall have the right to bulletin board space at each school site for communicating Federation business.

4.10 Employee Names

The District shall provide the Federation with the names, assignments of all Unit Members, and the address and telephone numbers of those who authorize the release of such information by October 1st of each school year. The Federation shall be given the same information for all certificated new hires by August 15th or within five (5) days of employment for subsequent new hires.

4.11 Federation Day

The second, fourth and fifth Wednesday in every month shall be Federation Day. The District will make every effort not to schedule any on-going District business on this day in order to best facilitate Federation business. [Modified 03/20/2018]

4.12 Negotiations

The District agrees to provide release time without loss in compensation for up to five (5) representatives of the Federation for the purpose of negotiations.

4.13 Payroll Deductions

The District will deduct and forward from the monthly paycheck of each Unit Member, Federation dues and other voluntary deductions as authorized in writing by the Unit Member. All Federation dues collected by the District as a result of deductions shall be remitted to the Federation together with a printout of each payee's name.

4.14 Maintenance of Membership

Bargaining Unit Members who voluntarily decide to join the Federation shall maintain their membership in good standing for the duration of the Agreement. However, nothing in this section shall deprive a Unit Member of the right to terminate their Federation membership within a period of thirty (30) days following the expiration of this Agreement. In the event that a Federation member revokes his/her dues authorization during the term of this Agreement, the District shall continue to withdraw said dues from the Unit Member's pay and remit them to the Federation as allowed under law.

4.15 Indemnification and Hold Harmless

The Federation shall indemnify and hold harmless the District from any claims or lawsuits initiated against the District arising from the deduction of union dues to the Federation.

4.16 Employee Rights

4.16.1 Personal and Academic Freedom

It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the pupil(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages and shall be consistent with the curriculum adopted by the Board of Trustees. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect Unit Members from censorship or restraint that might interfere with the Unit Member's obligation to pursue truth in the performance of his/her teaching functions.

4.16.2 Controversial Materials

A Unit Member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law. The Unit Member is encouraged to submit said material to the principal for approval, in advance.

4.16.3 Personal Opinions

In performing teaching functions, a Unit Member shall have reasonable freedom to express their opinions on all matters relevant to the course content in an objective manner. A Unit Member, however, shall not utilize her/his position to indoctrinate pupils with her/his own personal, political and/or religious views.

4.17 Personal Life

The personal life of a Unit Member is not an appropriate concern of the District unless it violates local, state or federal laws or it impacts the Unit Member's performance of duties.

4.18 Constitutional Rights

Bargaining Unit Members are entitled to full constitutional rights of citizenship. Unit Members shall not be disciplined because of speaking out on an issue of public concern when done outside of a classroom setting or engaging in the free exercise of the Unit Member's religion or engaging in political activities, so long as the member does not violate any local, state or federal laws.

4.19 Harassment

Bargaining Unit Members shall not be subject to harassment, intimidation, abusive language, insults or interference by another employee during the course of and in the performance of their job related duties.

4.20 Prior Notice of Right to Representation

Bargaining Unit Members shall be informed by the District of the purpose of any meeting called for discipline and/or evaluative purposes. The Unit Member shall be told of the right to have representation by the Twain Harte Federation of Teachers, the exclusive representative, either before the meeting or at a point in the meeting when an adverse effect related to the employee's status might result from the proceedings.

ARTICLE V

HOURS OF EMPLOYMENT, PREP TIME, AND STAFF DEVELOPMENT DAYS

5.1 Hours of Employment

- 5.1.1 During each school year, each employee shall work one hundred eighty-two 182 days. Unless and until the parties agree to modify the District's current 180-day instruction year, the District must use the two (2) non-instructional days for staff development or other District directed activities. The School Psychologist position shall work 190 days each academic year. [Modified 03/09/2022]
- 5.1.2 All employees shall be provided a forty (40) minute duty-free lunch period. Employees may leave campus during this lunch period. Teachers will leave notification with a school secretary where they can be contacted. [Modified 05/15/2017]
 - 5.1.2.1 Certificated staff will provide morning recess duty on an equitable rotating basis. Those teachers who are not on an assigned morning duty may consider that 15 minutes' time to be "duty free". [Modified 05/15/2017]
- 5.1.3 A list of all adjunct duties will be published not later than August 15th of each year. Each adjunct duty will be numbered one through four according to the amount of time, work and responsibility associated with the duty. The numbering system shall be created by a joint labor/management committee composed of three Unit Members and two administrators. Each Unit Member will be required to perform adjunct duties each year that equal the number "four." This can be achieved in any way. For example, two duties that are rated as "two's" would equal four. One duty rated as a "four" would equal four; etc.

Once the list has been "published," Unit Members shall begin to choose their duties for the coming year based on seniority. The most senior Unit Member shall choose first, the next most senior second. This method shall continue in descending order of seniority until all adjunct duties have been assigned. If all duties are assigned and there are less senior Unit Members who have not received a duty because more senior Unit Members were awarded them; in descending order of seniority, each senior Unit Member may delete one (1) back into the "activity pool" until all less senior Unit Members have been assigned adjunct duties that equal "four."
- 5.1.4 In addition, other duties include one open house, one back-to-school night, grade-level meetings, curriculum meetings, faculty meetings, and parent conferences.
- 5.1.5 With respect to faculty meetings, the administrator who calls the meeting shall provide an agenda for the meeting at least one (1) day before the meeting is held except in extenuating circumstances. Employees may place items on the agenda. [Modified 05/15/2017]
- 5.1.6 The Superintendent, or his/her designee, may release employees early for emergency situations, which shall be determined by the Superintendent or his/her designee. The employee shall notify in advance the principal or other immediate supervisor or designee when leaving his/her normal place of work during assigned duty times. [Modified 05/15/2017]

- 5.1.7 The workday for Unit Members shall start at 8:00 AM, and end twenty-five (25) minutes after the last bell, exclusive of a forty (40) minute duty free lunch as specified in 5.1.2, for all teachers K-8 on all school days except for Fridays when faculty dismissal will be 2:50 PM. On the minimum days before the following holidays: Thanksgiving, Christmas, Easter; also on Halloween, Open House, Back-To-School Night, and the last day of school for pupils, when Unit Members may leave campus ten (10) minutes after the dismissal of their class. [Modified 03/20/2018]
- 5.1.8 The first and third Wednesday of each calendar month shall be a minimum teaching day to allow for District Activities; meetings will conclude at the end of the teacher workday. The remaining Wednesdays of each calendar month shall be minimum teaching days for department/teacher collaboration. Department/teacher collaboration shall last for 55 minutes following student dismissal, with the remaining 25 minutes set aside for teacher prep time. Specific dates for Wednesday minimum days shall be determined during negotiations for the annual calendar. Departments must submit to the Principal minutes outlining collaboration activities, unless otherwise directed. [Modified 05/15/2017]
- 5.1.9 Teachers sharing a single teaching position will attend Back-To-School night and Open House. Any unit member working 0.5 FTE, is required to perform adjunct duties each year that equal the number “two.”

First priority for job-sharing shall be two (2) bargaining unit members on permanent contracts sharing (1) teaching assignment, and upon mutual agreement of both unit members. Two unit members must share an assignment for the complete school year. Letter of intent from the unit members must be filed with the District by February 1st. The district shall consider each job sharing request on its individual merit. The District shall approve or deny requests and notify the applicants of its decision by February 15th. If a request is denied, the applicants shall be notified, in writing, by certified mail, and a meeting shall be scheduled within ten (10) working days to discuss the specific reasons for the decision. Shall such request be denied the member has the right to request an appeal within 5 working days; upon receipt of the denial letter to request an appeal, with a committee consisting of 2 union board members, and 2 administrative designees. In the event of a 2-2 tie, the job share shall be granted for one year. Notwithstanding other provisions of this Agreement, job-sharing unit member's' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared. [Modified 01/15/2019]

- 5.1.9.1 Starting in the 2019-2020 school year only 50-50 job shares will be approved. [Modified 01/15/2019]
- 5.1.9.2 Each job-sharing unit member shall receive a prorated salary schedule increment each year. In order to advance one full salary step the unit member must work two years. [Modified 01/15/2019]
- 5.1.9.3 Upon request of the two unit members, a job sharing assignment may be renewed provided the two unit members notify the District prior to February 1st. In the event the two unit members fail to notify the District of their desire to continue the job-sharing assignment the agreement is terminated. In the event the District does not approve the continuance of the assignment, written reasons will be given within 10 days by certified mail. Shall such request be denied the member has the right to an appeal within 5 working days, with a committee consisting of 2 union board members, and 2 administrative designees. In the event of a 2-2 vote the job share shall be granted for one year. [Modified 01/15/2019]
- 5.1.9.4 Unit members on a permanent contract in a job-sharing assignment electing to return to full-time teaching, will be returned to their previous FTE allocation. [Modified 01/15/2019]
- 5.1.9.5 At the end of the job sharing assignment, the participant with the highest district seniority will have first choice at retaining the position. The second participant retains all voluntary reassignment rights; as long as they hold the necessary credential for the available, vacant, comparable position. No guarantee can be given it will be the same position he/she occupied at the time the job-sharing was granted. [Modified 01/15/2019]
- 5.1.9.6 When one participant of a job sharing team is absent due to illness or other paid/unpaid leave, the remaining participant is encouraged to exchange days for the absent participant. If an exchange of days is not worked out the job share partner has the first right of refusal to substitute at the rate of pay established by the board of trustees as per the Long Term substitute salary schedule. (Board policy 4121) No additional salary compensation shall be awarded for substituting beyond originally contracted days. [Modified 03/24/2021]
- 5.1.9.7 STRS Contributions will be based on the percentage of the assignment, determined by State formula. (One half year of service toward retirement will be credited for each year in the job sharing program, assuming a 50/50 job share). [Modified 01/15/2019]

- 5.1.9.8 At formal K-8 parent conferences (those scheduled twice a year) parents may request in writing that both participants be present. If no formal request is made, only the participant working that day needs to be present. Informal parent conferences will be conducted by either, or both, participants as determined by parent or teacher requests. When using the semester option, parent conferencing will only apply to the semester the participant is working. [Modified 01/15/2019]
- 5.1.9.9 Both job share partners will attend the two (2) pre-school in-service meetings. Faculty meetings, collaborative days, and department meetings will be attended by the working teacher. It will be the responsibility of the working partner to disseminate all information covered at faculty, collaborative and department meetings to the non-attending teacher. [Modified 01/15/2019]
- 5.1.9.10 Both members are required to complete any mandated district trainings or certifications without additional pay regardless if such trainings require additional time outside of your job share contracted days. [Modified 01/15/2019]

5.2 Classroom Contact Time

Classroom contact time shall be the time from the beginning of the teacher duty day to the end of the duty day less duty free break, duty free lunch, and prep time (Section 5.3).

5.3 Prep Time

- 5.3.1 Preparation time shall be provided to all full-time teachers each week. Preparation time is defined as that period of time away from students and used by the employee at his/her sole discretion, to prepare for instructional programs. This time shall be scheduled between the time students are dismissed and the end of the teacher duty day.
- 5.3.2 Except on the second, fourth and fifth Wednesday minimum day of the month prep times shall be provided as follows: [Modified 03/20/2018]

Twain Harte 37/min. day

5.4 Calendar

The District and the Federation shall negotiate the calendar annually by May 1 and incorporate it into this Agreement as "Appendix D."

5.5 MAA Program

The bargaining Unit Member agrees to assist the District in maximizing its recovery of funds under the MAA Program by completing the eligibility forms in a timely manner.

ARTICLE VI

LEAVE POLICIES

6.1 Sick Leave

- 6.1.1 Employees employed five (5) days per week shall be entitled to ten (10) work days Leave of Absence for illness or injury with full pay for each school year of service. This allotment shall be given at the beginning of each school year. Employees employed less than five (5) days per week shall be entitled to a proportionate amount of sick leave.
- 6.1.2 Employees may accumulate unused sick leave without limitation.
- 6.1.3 The District may require a doctor's verification, at the discretion of the Superintendent, following any absence in excess of three (3) days due to illness or injury as a condition of payment of sick leave.
- 6.1.4 Employees shall notify their immediate supervisor or his/her designee in advance of taking any sick leave.
- 6.1.5 Employees returning to work from sick leave, from surgery or a serious illness, upon the request of the District, must provide a doctor's release certifying medical permission to return to work.
- 6.1.6 When an employee has utilized all of his/her accumulated sick leave and is absent from duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due the employee for any month in which the absence occurs shall not exceed the sum actually paid for any substitute (Administrative Regulation 4121) employed to fill the position during the absence; or if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed. [Modified 03/20/2018]

6.2 Pregnancy Disability Leave

Unit Members are entitled to use sick leave as set forth above for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician; however, the Employer's management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

6.3 Child Care Leave

- 6.3.1 Unit Members may be granted parental child care leave of up to twelve (12) months for the purpose of preparing for and caring of a newly born or newly adopted child.
- 6.3.2 Such leave is without pay and benefits of any kind.
- 6.3.3 Request for such leave must be made at least thirty (30) work days prior to the requested beginning date.
- 6.3.4 The beginning date and duration of such leave shall be at the discretion of the Board.

6.4 Industrial Accident or Illness

- 6.4.1 Employees are eligible for leaves of absence because of industrial accident or illness which the District's Industrial Accident Insurance Carrier considers a valid claim. Allowable leaves shall be for not more than sixty (60) service days in any one fiscal year for the same accident and shall commence the first day of absence.
- 6.4.2 Leaves of absence under this provision shall not be accumulated from year to year. When the Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 6.4.3 Employees shall be paid such portion of the salary due them, for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.
- 6.4.4 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, or the amount proportional to the pay reduction, regardless of a temporary disability indemnity award to the employee.
- 6.4.5 Upon termination of Industrial Accident Leave, the employee shall be entitled to utilize available leave benefits under the Sick Leave Section of this Agreement, with the provision that if the employee continues to receive a temporary disability indemnity, he/she may elect to receive as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized contributions.
- 6.4.6 Employees requesting such leaves under this provision shall furnish the Superintendent, upon his request, a statement signed by a licensed physician verifying the nature of the injury or illness and the number of days' absence that will be needed for the Leave of Absence. A second, signed physician's statement may be required by the Superintendent, upon request, at the end of the employee's leave of absence, certifying that the employee is medically able to return to service.

6.5 Personal Necessity Leave

- 6.5.1 Employees may use a maximum of eight (8) days of accumulated sick leave in any school year for personal necessity as determined by employee. The employee shall use no more than five (5) personal days consecutively. The employee shall complete a Request for Leave as required by the district. [Modified 02/09/2022]
- 6.5.2 No more than three Unit Members may use personal leave in conjunction with a holiday period, and no more than one personal leave in conjunction with a holiday shall be granted to a Unit Member in any one calendar year. (A holiday is defined as any weekday (Monday-Friday) that school is not in session). This shall not prevent Unit Members from using personal necessity leave before a holiday period, provided that the unit member has completed his instructional day. [Modified 02/09/2022]
- 6.5.3 Except for a specified emergency, personal leave will not be granted the first or last week of school, or during scheduled in-service days.

6.6 Bereavement Leave

- 6.6.1 An employee shall be entitled to a maximum of three (3) days leave of absence without loss of salary for the death of any member of his/her immediate family. If travel of more than three hundred (300) miles is required, an employee shall be entitled to a maximum of two (2) days' additional paid Bereavement Leave.
- 6.6.2 A member of the "Immediate Family" is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee; and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, aunt, uncle, cousin or any person living in the immediate household of the employee. A "step relative" is considered a member of the immediate family.

6.7 Jury Duty

- 6.7.1 An employee is entitled to a leave to appear for jury duty. An employee shall receive his/her regular pay, less any amount received for jury duty, exclusive of allowed travel expenses.

6.8 Long and Short Term Leaves

- 6.8.1 The District may grant a Unit Member a long/short term leave of absence for a period of one (1) day to a maximum of one (1) year. A one year leave may be extended for an additional year with the approval of the District.
- 6.8.2 Advance approval is required. Requests are to be made on the appropriate District form. A Unit Member granted a long term leave shall inform the District, in writing, by March 1st of his/her intention to return to his/her position for the subsequent school year.

- 6.8.3 One full day's pay shall be deducted from the employee's salary for each day approved. A Unit Member on long term leave may pay his/her own health and welfare benefits if he/she so chooses.
- 6.8.4 The District may limit the number of long term leaves in any given year to not more than 15% of the bargaining unit.
- 6.8.5 At the expiration of a leave of absence of one (1) year or less in duration, the Unit Member shall be returned to his/her prior assignment, if available. Should the Unit Member be granted an additional leave, of up to one year, he/she shall be returned to a position for which he/she is credentialed.

6.9 In Service Leave

- 6.9.1 A teacher shall be entitled to a minimum of two (2) days of Paid Leave each school year for the purpose of improving his/her performance.
- 6.9.2 Such leave may be used to visit classes or to attend workshops of his/her choice related to his/her performance, excluding Federation workshops, with the approval of the Superintendent.
- 6.9.3 A teacher shall be entitled to administrative paid leave to attend school field trips only if such trips involve the students which are under their direct teaching assignment. [Modified 05/15/2017]
- 6.9.4 Except for a specified emergency, administrative leave will not be granted for a teacher to attend field trips outside of their daily teaching assignment, nor will such leave be granted to allow staff to attend field trips with their children, based on personal preference, or without first offering such trips to the teacher assigned to the next nearest grade level. Such leaves must be taken as personal necessity leave days. If administrative leave is granted in above cases, each teacher will be allowed only one trip per year. [Modified 05/15/2017]
- 6.9.5 If granted administrative leave to attend a field trip, teachers must be on the school bus with students during the field trip. If the teacher is attending a field trip as a grade level instructor and their child is enrolled in that grade level, there is no conflict. A condition of administrative leave is that the teacher will remain with the students and have constant supervision of the field trip. [Modified 05/15/2017]

6.10 Family Medical Leave

- 6.10.1 The Family and Medical Leave Act (FMLA) and the State of California Family Rights Act (CFRA) establish minimum entitlements. Family and Medical Leave may be utilized to care for family members as defined in the FMLA. Unless otherwise modified by law, the FMLA is applicable in following circumstances:
 - i. Birth, adoption, or foster care placement of a child.

- ii. Care of a child (including foster, step, adult children, legal wards, parents (including a person who stood in loco parentis to the employee), or spouse.
 - iii. Personal disability that prevents an employee from performing his/her assigned duties.
- 6.10.2 An employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period provided that the employee has worked a total of twelve (12) months for the District.
- 6.10.3 During a family and medical leave, all employee benefits shall be paid by the District, as if the employee had been continually employed during the entire length of leave.

6.11 Miscellaneous

- 6.11.1 Unless otherwise provided for in this Article, an employee on all paid leaves of Absence shall be entitled to:
- 6.11.1.1 Return to an available position within the employee's certification and competence, as determined by the District;
 - 6.11.1.2 Receive credit for annual salary increments provided during his/her leave;
 - 6.11.1.3 Receive during his/her leave all other employee fringe benefits, including but not limited to: insurance and retirement benefits, to the extent not expressly prohibited by law, on an unpaid basis.
- 6.11.2 Upon request, the District may extend an employee's Health Leave, Child Rearing Leave and Sabbatical Leave for a maximum of one (1) year.
- 6.11.3 Any employee who seeks an extension of Health Leave, Child Rearing Leave or Sabbatical Leave shall make application no later than four (4) weeks preceding expiration of the original Leave.

6.12 Federation Leave

- 6.12.1 The Federation president or designee shall have up to three (3) days paid leave and, upon request, the District may grant more, to utilize for conducting business pertinent to Federation business. This representative will be excused from school duties following current practice for "administrative leaves."
- 6.12.2 In addition to 6.12.1 the Federation president or designee shall be granted up to twelve (12) days per work year for voluntary absences for Federation purposes. The Federation shall notify the Superintendent as soon as practicable, but not later than two (2) business days prior to the commencement of the leave. The Federation shall pay the District for the costs of a substitute, including statutory benefits, or the amount which would have been paid had a substitute been employed. This leave shall not be used for the purpose of or for conducting any concerted activity against the District.

6.13 Sabbatical Leave

6.13.1 Sabbatical Leave may be granted to an employee by the District subject to the following conditions:

6.13.1.1 Leave Program Requirements

6.13.1.1.1 Sabbatical Leaves may be granted to employees to pursue a specific, meaningful program of study, travel, or a combination of study and travel, which is directly related to their assignment with the District, and which will benefit the school and students of the District.

6.13.1.2 Types of Leaves

6.13.1.2.1 Full-time Study: Requires undertaking a full load of fifteen (15) hours Upper Division work per semester, or twelve (12) hours of Graduate work, or the equivalent thereof. Admission to an accredited college or university is a prerequisite for application.

6.13.1.2.2 Travel: Must be a planned and meaningful itinerary.

6.13.1.2.3 Combination of Study and Travel: Must be a planned travel itinerary and related study at an accredited college or university.

6.13.1.2.4 Individual Project: Study on a special project or research problem may be substituted for unit requirements of full-time study. The program must be equivalent to the effort and content required for normal, in-residence study at an accredited college or university.

6.13.1.3 Application Procedures

6.13.1.3.1 Requests for Sabbatical Leave must be received by the Superintendent, on the District form, no later than February 10th the school year preceding the school year for which the Sabbatical Leave is requested (for the Fall Semester or entire school year); September 10th for the Spring Semester and for January to January.

6.13.1.3.2 All applications for Sabbatical Leave must be accompanied by a specific, written plan detailing the proposed leave program and how it will increase the employee's knowledge and ability as directly related to his/her assignment.

6.13.1.3.3 To be eligible for consideration, all applications for Sabbatical Leave must be approved by the employee's immediate supervisor.

6.13.1.3.4 Sabbatical Leave will be granted for a semester and/or no more than one (1) school year. Sabbatical Leaves shall coincide with the school year or the semester; or if recommended by the Superintendent, Sabbatical Leaves may be granted for periods during each of two (2) school years.

- 6.13.1.3.5 The District shall determine, upon the recommendation of the Superintendent, the number and kind of Sabbatical Leaves to be granted each school year.

6.13.1.4 Eligibility Requirements

- 6.13.1.4.1 Sabbatical Leave applicants must have completed at least seven (7) consecutive years of certificated service, all of which have been served as a regular, full-time certificated employee in the District. Service of at least seventy-five percent (75%) of the certificated service days in each school year count as a full year. Any year in which the applicant has served some days, but failed to serve seventy-five percent (75%) of the certificated service days, shall not be included as service in computing the seven (7) consecutive-year period. Sabbatical Leaves beginning within four (4) years of the applicant's compulsory retirement date shall not be approved.
- 6.13.1.4.2 Absence from the service of the District for a period of not more than one (1) year under a Leave of Absence, without pay, granted by the Board of Education of the District for service under a nationally recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing, shall not be deemed a break in the continuity or service required by this section and shall be included as a year of service required by this section.
- 6.13.1.4.3 An employee may not be granted more than one (1) such Leave of Absence in each seven (7) year period.

6.13.1.5 Compensation

- 6.13.1.5.1 During a Sabbatical Leave, the employee shall earn his/her regular salary, less the amount of the salary of the substitute employed in the employee's position. With the approval of the insurance carrier, an employee on Sabbatical Leave may continue at his/her own expense District insurance coverage's, subject to District procedures.
- 6.13.1.5.2 Such compensation while on Sabbatical Leave shall be in accordance with the provisions of the salary schedule in effect during the period of the Leave, and shall be considered time in service for retirement purposes. Retirement deduction shall be in proportion to the salary received.
- 6.13.1.5.3 Applicants who desire to receive salary allowance while on Sabbatical Leave must furnish a suitable bond indemnifying the District for any salary paid the employee during the period of the Sabbatical Leave, in the event the employee fails to return to render service twice the length of the Sabbatical Leave, or in the event the

employee fails to satisfactorily carry out the program of study or the itinerary of the trip approved. In the event the employee is unable to render the said service due to death or physical or mental disability, the bond shall be exonerated.

6.13.1.5.4 Applicants who do not desire to furnish a bond and receive salary while on Sabbatical Leave shall be paid in accordance with the District's procedure in two (2) equal installments as follows:

6.13.1.5.4.1 At the end of the first period of service equal to the Sabbatical Leave, after the employee's return to duty, the District shall release the first installment upon receipt of a Board resolution authorizing the payment of such installment and including an affirmative statement to the effect that the employee has completed such service and fulfilled all other legal requirements.

6.13.1.5.4.2 At the end of the second period of service equal to the Sabbatical Leave, a similar procedure shall be followed authorizing payment of the second and final installment.

6.13.1.5.5 In no case will the amount received from Sabbatical Leave pay and remuneration from other grants, stipends, or wages exceed the regular salary of the employee. In this instance, the Sabbatical Leave pay shall be reduced to cause the total to equal the salary the employee would have received had he/she not taken the leave. Upon return from Sabbatical Leave, the employee shall file a statement of income from these sources and appropriate adjustments will be made. Any excess amount paid the employee will be deducted from the next regular salary warrant.

6.13.1.5.6 In case of injury or illness of the employee during the Sabbatical Leave which prevents his/her completion of the purpose of the Leave, the Sabbatical Leave will be terminated and all provisions for Sick Leave will apply. The District must be notified within ten (10) days from the first day of injury or illness. Upon release by a medical doctor, the employee will return to duty for the remainder of the school year to be assigned, as needed, at the discretion of the Superintendent. If death prevents completion of leave, return to service, or completion of the above required amount of service, no repayment of salary will be required of his/her estate.

6.13.1.6 Return to Service

6.13.1.6.1 At the end of the Leave, each employee shall file with the

Superintendent before returning to duty the following, as applicable:

6.13.1.6.1.1 Transcripts of record indicating course completion, if in-residence study was done.

6.13.1.6.1.2 Written report of individual project.

6.13.1.6.1.3 Written report of travels. The written reports must include a statement of the professional growth achieved and any other evidence that the objectives of the leave have been met.

6.13.1.6.2 In addition to the final summary report and/or transcripts, the employee on Sabbatical Leave shall also submit to the Superintendent a progress report once each semester during the Leave.

6.13.1.6.3 The employee shall also, when requested to do so by the District, make further reports, (written or oral) for the benefit of the pupils, the District, or the community.

6.13.1.6.4 Upon return from Sabbatical Leave, an employee shall be placed on the salary schedule at the experience step which he/she had earned at the commencement of the Leave of Absence, pursuant to established procedures.

6.14 Catastrophic Leave

6.14.1 When a catastrophic illness or injury incapacitates such an employee or member of his/her family for an extended period of time, the employee may request donations of accrued vacation or sick leave credits under this program.

6.14.1.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family, defined as the employee's spouse, registered domestic partner, or child/stepchild, whose incapacity requires the employee to take time off work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. (Education Code 44043.5)

6.14.2 Upon requesting donations under this program, the employee shall provide verification of his/her own catastrophic illness or injury or his/her family member's catastrophic illness or injury. (Education Code 44043.5)

6.14.2.1 Verification shall be made by means of a letter, dated and signed by the sick or injured employee's physician, indicating that an incapacitating

illness or injury does exist and probable duration of the illness or injury. If the employee is requesting catastrophic leave because of the catastrophic illness or injury of a family member, the family member's physician must indicate that the employee is needed to care for that family member and the probable duration of the illness or injury.

6.14.3 The employee shall indicate the expected number of catastrophic leave days he/she will need up to a maximum of 90 school days per qualified event.

6.14.4 If the employee is incapacitated, requests for catastrophic leave with the accompanying documentation from section 12.13.2.1 may be submitted by the employee's spouse or member of the employee's family who is responsible for the care of the employee.

6.14.5 A four-member council shall determine whether the employee qualifies for catastrophic leave. The council shall consist of two AFT/CFT Local #6151 representatives, one representative of the District Management Team, and the Superintendent. Any decision to approve a request for catastrophic leave must be approved unanimously by all members of this council. When this verification is made, the Superintendent or designee shall approve the transfer of accrued vacation and sick leave credits. (Education Code 44043.5)

6.14.6 Any employee, upon written notice to the District may donate accrued vacation and/or sick leave credits to a qualified catastrophic leave recipient. Donations may be made at a minimum of one day, up to five days at a time. Donations are irrevocable.

6.14.7 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than 12 days.

6.14.8 Benefitting employees may use donated leave credits for a maximum of 90 school days in any school year.

6.14.9 An employee who receives paid leave pursuant to this program shall use any leave credits that he/she has on file and continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

6.14.10 The Superintendent or designee shall ensure that all donations are confidential. The District shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal. The District Office shall maintain on file any donated leave credits. Credits donated and distributed shall be filed on District forms and shall be authorized by the Superintendent.

6.14.11 Catastrophic leave shall not be considered available leave for purposes of qualifying for STRS Disability.

6.14.12 The District shall issue a call for donations whenever an employee is granted approval for catastrophic leave.

ARTICLE VII

EMPLOYEE EVALUATION PROCEDURES

7.1 General Provisions

The chief responsibility for formal teacher evaluation shall be that of the principal or supervisor; however, this responsibility may be shared with the Superintendent, an administrator designated by the Superintendent, and/or other qualified consultants. [Modified 05/15/2017]

7.1.2 The California Standards for the Teaching Profession will serve as the criteria for evaluation. [Modified 05/15/2017]

7.1.3 Teachers are required to sign all formal written evaluations (Assessments and Summaries). Teachers do not sign that they agree with the evaluation, but rather that they have read it. Teachers are to receive a copy of all evaluations. Hearsay statements shall be excluded from written evaluations. Teachers shall examine, sign and date the evaluation forms. Signature does not indicate approval or disapproval. Teachers have a right to initiate a written reaction or response to the evaluation. Such a response shall become a permanent attachment to the evaluation in the teacher's personnel file. [Modified 05/15/2017]

7.1.4 Any teacher who does not meet the majority of Standards may request and be entitled to, subsequent observations, conferences, and written evaluations (Assessments or Summaries). [Modified 05/15/2017]

7.1.5 The teacher's evaluator shall take action to provide Strategies for Assistance for any Standard not met. Such action shall include specific recommendations for improvement. The evaluator shall designate a specific performance improvement program to be undertaken when such a need exists. Improvement program requirements for probationary 1 teachers shall be verified by May 1. Improvement program requirements for probationary 2 teachers shall be verified by February 15. Improvement program requirements for tenured teachers shall be completed within twelve (12) months, or a mutually agreed upon date, from the date of the evaluation in which the improvement requirements were set forth. All college courses taken as part of the improvement program must be approved by the District. [Modified 05/15/2017]

7.1.6 Certificated teachers shall be given a copy of the instruments utilized by the supervisor for the evaluation (Assessments and Summaries) at the beginning of each school year. [Modified 05/15/2017]

7.2 Probationary and Temporary Teachers

Probationary 1 and 2 teachers shall have at least one Summary Performance Appraisal per year. Evaluations (Assessments/Summaries) shall be based on classroom visitations, formal

observations and other factors as provided with E.C. 44664. Temporary teachers will be evaluated on the Probationary schedule. Any Temporary teacher who completes two evaluation cycles will be evaluated using the procedures for permanent teachers. There will be a minimum of two formal observations, and at the discretion of the evaluator there may be additional observations. [Modified 05/15/2017]

7.2.1 Probationary 1 Evaluation Schedule:

- a) **On or before September 15**, prior to implementing the evaluation schedule, the supervisor will discuss with the employee the District Standards, methods and procedures for observations, and materials to be collected.
- b) **On or before December 15**, a conference will be held to discuss observed performance (Second Assessment/Standards I, III and V). The teacher shall receive a copy of the written Assessment.
- c) **On or before March 1**, a conference will be held to discuss overall performance of the three standards. A Summary Performance Appraisal will be completed and submitted to the Personnel Office. The teacher shall receive a copy of the Summary. [Modified 05/15/2017]

7.2.2 Probationary 2 Evaluation Schedule:

Standards II, IV and VI will be used for the assessments. There will be a minimum of two formal observations, and at the discretion of the evaluator there may be additional observations. [Modified 05/15/2017]

- a) **On or before September 15**, prior to implementing the evaluation schedule, the supervisor will discuss with the employee the District Standards, methods and procedures for observations, and materials to be collected.
- b) **On or before December 15**, a conference will be held to discuss observed performance. The teacher shall receive a copy of the written Assessment.
- c) **On or before February 15**, a conference will be held to discuss overall performance. A Summary Performance Appraisal will be completed and submitted to the Personnel Office. The teacher shall receive a copy of the Summary.

7.3 **Permanent (Tenured) Teachers**

Tenured teachers shall have at least one Performance Appraisal every other year. If the majority of Standards are not met, the teacher will be evaluated every year until all Standards are attained. The permanent teacher may choose 1 standard to be evaluated. The evaluator may choose 1 standard to be evaluated. A third standard to be evaluated shall be mutually

agreed upon between the evaluator and the teacher. There will be a minimum of two formal observations, and at the discretion of the evaluator there may be additional observations. [Modified 05/15/2017]

7.3.1 Five Year Option

Certificated employees with at least ten (10) years of District service who are highly qualified pursuant to ESEA/NCLB, and whose most recent evaluation met or exceeded the Standards, may mutually agree in writing with her/his evaluator to be evaluated at least every five years. The certificated employee or the evaluator may rescind this agreement at any time, but not during the year the evaluation is taking place. If consent is withdrawn by either party, the certificated employee will be evaluated every other year. If a unit member transfers or changes assignments during the five-year period, a new agreement shall be signed if mutual agreement continues. If the unit member involuntarily changes assignments the five-year period will continue under the current agreement. (Ref. Education Code Section 44664). [Modified 05/15/2017]

7.3.2 Permanent Teacher Evaluation Schedule [Modified 05/15/2017]

- a) **On or before September 15** a pre-appraisal conference will be held to discuss areas of focus for the year, to establish methods and procedures for observations, and/or types of materials to be collected. Deadline to request 5 Year option.
- b) **On or before December 15** a conference will be held to discuss observations of performance. The teacher shall receive any copies of written assessments.
- c) **On or before May 1** a conference will be held to discuss overall performance. A Summary Performance Appraisal will be completed and submitted to the Personnel Office. The teacher shall receive a copy of the Summary.

7.4 **Employee Personnel Files** [Modified 05/15/2017]

7.4.1 An employee may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment, except materials which:

- (a) were obtained prior to his/her employment,
- (b) were prepared by identifiable examination committee members.

7.4.2 An employee, or his/her designee, may inspect such materials in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District office at times other than when the employee is required to render service. Such inspection shall take place in the presence of a District administrator or designee.

7.4.3 No materials of a derogatory nature, except the above specified items, may be placed

in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement his/her own comments thereon. The review and comment upon materials of a derogatory nature shall take place during the normal business hours of the District Office and at times other than when an employee is assigned to direct student instruction or contact activities.

7.4.4 All materials placed in an employee's personnel file shall be dated and signed by the contributor.

7.5 Peer Assistance and Review

Permanent teachers who receive an unsatisfactory on the majority of the standards on the Summary Performance Appraisal will be referred to the Peer Assistance and Review (PAR) Program, and the principal will continue the evaluation process until all standards are met.

7.5.1 Unsatisfactory Teaching Standard

An unsatisfactory teaching standard would be determined by a simple majority of unsatisfactory indicators in any one (1) Teaching Standard.

7.5.2 Unsatisfactory Evaluation

An unsatisfactory evaluation would be the result of attaining 2 (two) or more unsatisfactory teaching standards.

7.6 Grievance

Grievances concerning evaluation shall be limited to a claim that the procedures of this article have not been followed. [Modified 05/15/2017]

ARTICLE VIII

PEER ASSISTANCE AND PEER REVIEW (PAR)

8.1 The Federation and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of 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 to a successful standard.

8.2 Joint Committee (JC)

8.2.1 The Joint Committee shall consist of five (5) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Federation. The District shall choose the administrators of the Joint Committee.

8.2.2 The Joint Committee shall establish its own meeting schedule. To meet, two-thirds of the members of the Joint Committee must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without loss of pay or benefits. If, in carrying out their responsibilities as members of the Joint Committee, teachers find it necessary to work beyond their regular workday, they shall be compensated at the Unit Member's pro rata hourly rate of pay.

8.2.3 The Joint Committee shall be responsible for the following:

8.2.3.1 Providing annual training for the Joint Committee members.

8.2.3.2 Establishing its own rules of procedure, including the method for the selection of a Chairperson.

8.2.3.3 Selecting the panel of Consulting Teachers.

8.2.3.4 Selecting trainers and/or training providers.

8.2.3.5 Providing training for Consulting Teachers prior to the Consulting Teachers' participation in the program.

8.2.3.6 Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site principal.

- 8.2.3.7 Making available the panel of Consulting Teachers for selection by the Participating Teacher.
- 8.2.3.8 Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- 8.2.3.9 Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining Unit Members and administrators.
- 8.2.3.10 Establishing a procedure for application as a Consulting Teacher.
- 8.2.3.11 Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
- 8.2.3.12 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
- 8.2.3.13 Evaluating annually the impact of the PAR Program in order to improve the program.
- 8.2.4 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- 8.2.5 The District agrees to indemnify and hold harmless and provide a defense to the Federation and any Federation-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Federation's participation in Peer Assistance and Peer Review. The Federation retains the right to select its own attorney to represent it in such actions and will maintain complete control of the litigation. The District will pay legal costs and fees in such actions.
- 8.2.6 Federation members of the Joint Committee shall be paid a stipend of \$500.00.

8.3 Participating Teachers (PT)

- 8.3.1 A Referred Participating 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 unsatisfactory final evaluation.

- 8.3.2 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate his or her participation in the PAR Program at any time.
- 8.3.3 A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.
- 8.3.4 All communication between the Consulting Teacher and a Volunteer Participating 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 Committee.
- 8.3.5 The Participating Teacher has the right to be represented throughout these procedures by the Federation representative of his or her choice.

8.4 Consulting Teachers (CT)

- 8.4.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
 - 8.4.1.1 A credentialed classroom teacher with permanent status.
 - 8.4.1.2 Substantial recent experience in classroom instruction.
 - 8.4.1.3 Shall demonstrate exemplary teaching 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.
- 8.4.2 In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:
 - 8.4.2.1 A reference from a building principal or immediate supervisor.

8.4.2.2 A reference from a Federation representative.

8.4.2.3 A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

- 8.4.3 Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations by the Joint Committee.
- 8.4.4 A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for two (2) full years after serving as a Consulting Teacher.
- 8.4.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining Unit Members. In addition to the regular salary, a Consulting Teacher shall receive pro rata hourly pay for all work beyond the regular workday and/or work year.
- 8.4.6 Upon completion of his or her service as a full time released Consulting Teacher, a teacher shall be returned to a regular assignment in accordance with Article IX, Transfer Rights, of this Agreement.
- 8.4.7 Consulting Teachers shall have the responsibility for no more than two (2) Participating Teachers. Each Referred Participating Teacher shall receive no less than 36 hours of assistance per semester from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- 8.4.8 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
- 8.4.9 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 8.4.10 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.

8.4.11 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Federation representative of his or her choice.

8.4.12 The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.

8.4.13 The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review. The Consulting Teacher retains his or her right to select his or her own attorney to represent him or her in such actions. The District will pay legal costs and fees in such actions.

8.4.14 The Consulting Teacher shall be remunerated based on the following caseload:

1 Participating Teacher	\$2,500
2 Participating Teachers	\$5,000

ARTICLE IX

TRANSFER AND REASSIGNMENT

9.1 Assignment and Transfer

9.1.1 It is the purpose of this article to provide all classes with properly credentialed teachers; to notify each teacher of the coming year's tentative assignment before closing school; to allow teachers to discuss proposed changes in assignment with the administration before they are final; to provide a process for teachers requesting changes in assignment to receive proper consideration.

Definitions:

9.1.1.1 Assignment: The placement of an employee in a specific grade level, subject or program area.

9.1.1.2 Reassignment: The movement of an employee within a school from one grade level, subject, program area, to another grade level, subject or program area.

i. Voluntary: Employee initiated

ii. Involuntary: District initiated

9.1.1.3 Displacement: A reassignment based on a change in enrollment or program. [Modified 03/20/2018]

9.1.1.4 Vacancy: An unfilled certificated position created by death, resignation, retirement, termination, reassignment, expansion of program, or increase in enrollment. [Modified 03/20/2018]

9.2 General Provisions:

9.2.1 Assignments: A Unit Member shall be assigned only within the scope of their teaching certificate and his/her major field of study.

9.2.2 Schedule: The site administrator shall prepare a tentative schedule indicating the number of classes at each grade level and subject. Tentative assignments for the subsequent school year shall be posted and distributed no later than May 1st.

9.2.3 New Employees: A new employee shall be given his/her assignment at the time of hire.

9.2.4 New positions. The District shall post all new positions in-house for a period of ten (10) working days prior to outside postings. The Federation and the District shall agree to locations at the school site for posting.

9.2.5 Summer Postings. The District will mail postings of new positions to the current e-mail address of all Unit Members ten (10) working days prior to outside posting. It will be the responsibility of the Unit Member to contact the District for details on the position. [Modified on 02/14/2024]

9.2.5.1 All vacancies that arise within three (3) weeks of the first day of school, or during the school year, shall be available to existing staff as a temporary grade level assignment. The position will be posted by March 1st for employees to apply for a permanent grade level change the subsequent school year. [Modified on 02/14/2024]

9.3 Voluntary Reassignment

9.3.1 A Unit Member may request a reassignment by submitting a written request prior to March 1st to the District office. In evaluating the request, the District shall consider the following criteria: [Modified 03/20/2018]

- i. State and Federal guidelines, including credentialing requirements
- ii. Seniority
- iii. Background and experience of the Unit Member

9.3.2 A qualified Unit Member shall have 1st right of refusal over any new hire for all new and/or open positions.

9.3.3 If a Unit Member's request for reassignment is not honored, the Superintendent will provide the Unit Member with specific reason(s) in writing within five (5) days of the Unit Member's written request. [Modified 03/20/2018]

9.4 Involuntary Reassignment

9.4.1 Any Unit Member administratively reassigned under this section will be notified in writing by the Superintendent of the specific reason prior to the publication of the reassignment and may request, in writing, a conference with the Superintendent. [Modified 03/20/2018]

9.4.2 During the school year, a Unit Member reassigned to a different grade level or subject area shall be given one (1) administrative leave self-directed work day without other responsibilities to prepare for the new assignment. [Modified 03/20/2018]

9.4.3 Involuntary reassignments may only be made for the following reasons: [Modified 03/20/2018]

- i. To meet State Compliance Requirements and/or;
- ii. Specialized credential needs;
- iii. Displacement as defined in Article 9.1.1.3.

9.4.4 In selecting a Unit Member to be involuntarily reassigned, the administration shall select the least senior member who meets the requirements of state guidelines, including proper credentialing. [Modified 03/20/2018]

9.4.5 No Unit Member shall be involuntarily reassigned as a punitive measure. [Modified 03/20/2018]

ARTICLE X

COMPENSATION

10.1 Salary

10.1.1 Certificated Salary Schedules. See Appendix A and Appendix A-1, which are attached, and by reference is a part of this Agreement.

10.1.2 Extra Curricular Stipends. See Appendix B and Appendix B-1, which are attached, and by reference, is a part of this Agreement.

10.1.3 The District will pay actual cost of step and column increases.

10.1.4 Each full-time Unit Member shall progress on the salary schedule at the rate of one step for each year of service. Full time shall be defined as .75 FTE position of the total number of instructional days. i.e.: A .50 FTE unit member must work two (2) years in order to advance one step on the salary schedule. [Modified 03/20/2018]

10.1.5 A newly hired member shall not exceed step 7 placement on the salary schedule or any more than 72 units of credit beyond a bachelor's degree, at the time of his or her initial employment by the District. Any units credited beyond 72 units shall be earned during the members' employment with the District. [Modified 03/20/2018]

10.2 Doctorate, Masters Degrees and use of Special Education credential in daily teaching:

10.2.1 Doctorate degree from an accredited institution [Modified 02/14/2024]:
\$1,500.00 effective 2023-2024 school year.

10.2.2 Master's degree [Modified 02/14/2024]:
\$1,500.00 effective 2023-2024 school year.

10.2.3 Use of Special Education credential in daily teaching [Modified 02/14/2024]:
\$5,000.00 effective 2023-2024 school year.

10.3 Education Units

- 10.3.1 \$101.42 per semester unit, 120 unit's maximum, effective 2018-2019 school year. [Modified 01/15/2019]
- 10.3.2 One quarter unit credit for every twenty (20) non-school hours attendance in workshops or curriculum committees if other compensation is not given.
- 10.3.3 The Union Members will complete a PDF Notification of Additional Coursework created by the District Office in order to notify the District of classes and units to be completed. Proof of units must be presented to the District Office by September 15th of each school year for the units to be credited for that school year.
- 10.3.4 Effective with respect to units taken after July 1, 2004, professional development that enhances salary on the salary schedule shall consist of the following:
 - 10.3.4.1 College and university work that satisfies one or more of the following:
 - 10.3.4.1.1 Courses that develop increased competence in the present teaching area, including curriculum development.
 - 10.3.4.1.2 Courses that are preparation for a teacher who changes, or plans to change, from one curriculum to another.
 - 10.3.4.1.3 Courses that develop competencies in an additional curriculum area.
 - 10.3.4.1.4 Courses that directly relate to the Board-directed goals of the District.
 - 10.3.4.2 In-service sessions which are district approved. Such in-service sessions shall be credited as per 10.3.2 of this agreement. Unit members may volunteer to attend additional professional development days, if offered. If a unit member actually attends any of these professional development days for the full day, the unit member shall be compensated at his/her daily per diem rate for each full day of attendance. [Modified 05/15/2017]
 - 10.3.4.3 Professional growth and development activities, which are aligned with the California Standards for the Teaching Profession, as per Education Code Section 44277. For activities, which are not college or university course work related, credit shall be earned as per 10.3.2 of this agreement.
 - 10.3.4.4 Unit members must have prior approval from the Superintendent for course selections and other professional growth activities prior to commencing the work. [Modified 02/09/2022]

10.4 Compensatory Time

- 10.4.1 Any teacher who is assigned as a presenter at a District-sponsored workshop shall be provided with time off from his/her regular assignment sufficient to adequately prepare for such presentation or a stipend. The teacher and the administration will arrive at a mutually agreed upon arrangement.

10.5 Insurance Benefits - Actives

- 10.5.1 Each full-time Unit Member shall be entitled to receive an annual employee insurance benefit contribution of \$716.67 per month beginning August 31, 2021, [\$8,600 for a complete school year], and each full-time Unit Member shall be entitled to receive an annual employee insurance benefit contribution of \$800.00 per month beginning August 31, 2022, [\$9,600 for a complete school year]. The choice of providers of medical, dental, vision, and life insurance options will be made by the Federation annually subject to the approval of the District if there are additional costs the District will incur as a result of a change in providers. Plan changes must be made in conformity with insurance provider requirements. The Unit Members shall then pay any additional cost for medical, dental, vision and life insurance through either a salary deduction or an IRC 125 plan. [Modified 02/09/2022]
- 10.5.2 The above maximum employee insurance benefit contribution shall be prorated for part-time Unit Members, when the insurance policy permits. This option is only available at the time of employment or any open enrollment periods permitted by the insurance carriers.
- 10.5.3 A member of the unit on an unpaid leave of absence may participate at the member's option and at his/her expense, in any of the above insurance coverage's during the period of the leave, subject to the approval of insurance carrier and District procedures.
- 10.5.4 The parties agree to implement an Internal Revenue Code Section 125 Health Benefit Plan.

10.6 Insurance Benefits – Retirees

- 10.6.1 For certificated unit members whose first date of paid service is prior to July 1, 2008, and actively employed with the District on July 1, 2023, the District shall pay the premiums for fringe benefits for teachers qualified for early retirement plan as set forth in Section 10.6.1.1. The District will contribute up to the benefit cap in effect at the time of the employee's retirement, the full cost of health insurance for the employee and dependents. [Modified 02/14/2024]
- 10.6.1.1 Medical benefits will be paid, up to age of eligibility for Medicare, currently at 65 as follows: five (5) years of benefits for ten (10) years

of service in the District; one (1) year of benefits for each three (3) years of service above ten (10) years in the State of California.

10.6.1.2 For certificated unit members whose first date of paid service is on or after July 1, 2008, the District shall pay the premiums for fringe benefits for teachers qualified for early retirement plan as set forth in Section 10.6.1.2.

10.6.1.3 Medical benefits will be paid, up to age of eligibility for Medicare, currently at 65 as follows: five (5) years of benefits for ten (10) years of service in the District. The District will contribute up to the benefit cap in effect at the time of the employee's retirement, the full cost of health insurance for the employee and dependents. Medical benefits shall be paid for a period of five (5) years or until the Retiree reaches the age of 65, whichever occurs first. [Modified 02/14/2024]

10.7 Early Written Notification of Retirement

10.7.1 The District shall provide a one-time payment of \$7,500 for early written notification of retirement for teachers with a start date prior to July 1, 2022 that have a minimum of 10 consecutive years of district service. A leave of absence approved by the board of education would not constitute an interruption of service. Teachers must notify the District by March 1. [Modified on 2/9/2022]

ARTICLE XI

SAVINGS

- 11.1** If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- 11.2** Should a provision or application be deemed invalid, as described in paragraph one above, the Federation and Board may meet within fifteen (15) working days to see if a cause exists to re-negotiate the provision or article found to be invalid. If the provision or article may be rewritten to comply with the Court's ruling, then the existing benefits will be reinstated.

ARTICLE XII

NO STRIKE, NO LOCKOUT

- 12.1** It is understood and agreed that during the life of this Agreement that the Federation shall not engage in any strike or work stoppage, and that during the life of this Agreement the District will not engage in any lockout of employees.

ARTICLE XIII

EFFECT OF AGREEMENT

- 13.1** It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, procedures and policies; and over State laws to the extent permitted by State law.
- 13.2** It is further agreed and understood that the District retains all of its powers and authority to direct, manage and control the operations of the District to the full extent of the law, except as specifically and expressly abridged by this Agreement.
- 13.3** The Board shall not reduce or eliminate any benefits (which appear on the current salary schedule or which appear in current Board Policies) which were enjoyed by the employees as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

ARTICLE XIV

SAFETY

- 14.1** The District shall provide for healthy and safe working conditions and training in accordance with the requirements of Federal and State Statutes, including but not limited to Cal-OSHA laws and regulations.
- 14.1.1 No employee shall knowingly be required or requested to work under unsafe, hazardous or dangerous conditions. When an employee reports any unsafe, hazardous or dangerous condition to their principal/supervisor, the principal/supervisor shall review and inspect the conditions immediately or as soon as possible.
- 14.1.2 No employee shall be required or requested to work or to perform tasks that may endanger their health and safety. The District shall take whatever measures are reasonable to prevent repeat occurrences of accidents or injuries caused as a direct result of unsafe or hazardous conditions.
- 14.1.3 District officials shall respond in writing to the Federation within forty-eight (48) hours to explain how the unsafe or unhealthy condition has been or shall be remedied. Remedial timelines shall be stated.
- 14.2** Unit Members shall be provided with, consistent with the safeguarding of private information, the names of pupils known to be afflicted or suffering from physical and/or emotional problems that may constitute a safety or health hazard, as soon as they're available. The District will provide any additional background or training that will enable the Unit Member to address said problems.
- 14.2.1 Unit Members acting within the scope of their duties and responsibilities may utilize the amount of physical control necessary to maintain order and protect themselves, property, and the health and safety of students.
- 14.2.2 As soon as practical, any assault upon a Unit Member, by either students or adults shall be immediately reported to their site administrator who shall promptly report the same to the appropriate law enforcement authorities. The District shall provide legal and other related assistance in accordance with applicable law for any assault upon a Unit Member, while fulfilling assigned duties.
- 14.2.3 The District shall reimburse Unit Members for actual out-of-pocket expenses for the cost of medical, surgical, or hospital services incurred as the result of any injury or assault, as well as for any associated loss, damage, or destruction of clothing or personal property sustained in the proper performance of job duties and course of employment.

- 14.3** When absence arises out of or from such assault or injury, the terms and conditions of the Worker's Compensation Insurance and appropriate leave provisions of this Agreement shall apply.
- 14.4** All catheterizations, trachea cleanings, tube feedings, and other medically sensitive procedures including the cleaning of students who have bowel and bladder accidents, shall be performed by a trained individual. No certificated staff will be involuntarily assigned these duties.
- 14.5** CPR and First Aid Training shall be mandatory and provided by the District at no cost to the Unit Member.
- 14.6** Occupational Exposure to Blood Borne Pathogens
- 14.6.1 The District agrees to establish annual training standards of protection from blood borne pathogens for Unit Members who may reasonably anticipate coming into contact with human blood and other potentially infectious materials in the course of performing their assigned duties.
- 14.6.2 The District agrees to establish a written exposure control plan for Unit Members regarding occupational exposure to blood and other potentially infectious materials. The control plan shall include the following provisions:
- 14.6.2.1 The District shall distribute health and safety rules to all Unit Members.
- 14.6.2.2 The District shall establish a method for keeping records of exposure incidents, post-exposure follow-up, Hepatitis-B vaccinations and Unit Member training.
- 14.6.3 The District shall inform Unit Members how to obtain Hepatitis vaccinations.
- 14.6.4 Unit Members with occupational exposure to blood borne pathogens will be provided with Hepatitis B vaccinations on a voluntary basis at the District's expense. Unit Members who choose not to accept the vaccination must sign a declination form, and Unit Members who decline the vaccinations may elect to be vaccinated at a later date.
- 14.6.5 The District agrees to provide in-service training on Human Immunodeficiency Virus infection (HIV), Acquired Immune Deficiency Syndrome (AIDS), and Hepatitis B to all Unit Members regarding occupational exposure to blood and other potentially infectious material. Training shall be provided as follows:
- 14.6.5.1 At the time of initial assignment to tasks where exposure may take place.
- 14.6.5.2 At least annually thereafter.

- 14.7** It is the duty of all Unit Members to report to the District all unsafe, hazardous, or dangerous conditions, and to comply with all rules and regulations of the District relating to health and safety, including any protocol for handling bodily fluids.

ARTICLE XV

CLASS SIZE

15.1 Class Size:

The District shall make every effort to avoid creating combination classroom assignments in grades K-3. If the District is able to avoid creating combination classroom assignments in grades K-3, the District will make every effort to maintain class size at no more than 24 students, but may exceed this if enrollment necessitates. The District shall compensate a teacher, at the rate of \$19.50 per student per day for each student enrolled over 27 students in his or her class. [Modified on 02/14/2024].

15.1.1 [California Education Code (EC) sections 41376 and 41378 prescribe the maximum class sizes and penalties for districts with any classes that exceed the limits established in 1964.

- Kindergarten-average class size not to exceed 31 students; no class larger than 33 students
- Grades one through three-average class size not to exceed 30 students; no class larger than 32 students] [Modified on 02/14/2024].

15.2 The District shall make every effort to avoid creating multiple-grade level classroom assignments in grades 4-8. If the District is able to avoid creating multiple-grade level classroom assignments in grades 4-8, the District will make every effort to maintain class size at no more than 28 students but may exceed this if enrollment necessitates. The District shall compensate a teacher, at the rate of \$3.25 per period (up to six periods per day), per day for each student enrolled, per class period, over 31 students. [Modified on 02/14/2024].

15.2.1 [California Education Code (EC) sections 41376 and 41378 prescribe the maximum class sizes and penalties for districts with any classes that exceed the limits established in 1964.

- Grades four through eight-in the current fiscal year, average number of students per teacher not to exceed the greater of 29.9 (the statewide average of students per teacher in 1964) or the district's average number of students per teacher in 1964. Twain Harte District Average Number of Pupils per FTE Classroom Teacher in 1964 equals 27.80] [Modified on 02/14/2024].

- 15.3** Except in those grades in which the District has implemented class-size reduction, the District will ensure that class sizes in combination classrooms at the start of the school year are at a level equal to or lower than a straight grade classroom at the grade levels covered in the combination class [If there is a combination class involving a grade which is participating in the class size reduction program and a grade not involved in the class size reduction program, the District shall ensure that the class size in the combination class does not exceed the number of students established for grades K-3 as set forth in Section 15.1.1]. The District will adjust the class sizes during the first ten (10) instructional days to ensure that the class sizes in combination classes are equal to or lower than a straight grade classroom, except for classes participating in the class size reduction program. After the tenth (10) instructional day at the beginning of each school year, the District shall use its best efforts, including seeking volunteers and evaluating the feasibility of involuntarily transferring students, to maintain combination classes at a level equal to or lower than a straight grade classroom at the grade level equal to or lower than a straight grade classroom at the grade levels covered in the combination class throughout the year. [Modified on 02/14/2024].
- 15.4** Class size overage payments do not apply to the following specialty instruction areas: Art and Music/Band. [Modified on 02/14/2024].
- 15.5** Certificated employees teaching a self-contained, non-departmentalized combination class shall receive a stipend of \$2,500 to be paid monthly over the course of the school year. In the event that the assignment changes mid-year to a single grade level, the employee will no longer receive the monthly stipend. [Modified on 02/14/2024].
- 15.6** All teachers shall be provided with a desk, chair and filing cabinet that locks. All classrooms shall have a phone or an intercom system. Every effort shall be made to provide each teacher his/her own room.
- 15.7** Special Education classes/Resource Specialist Program (RSP) shall not exceed the pupil-teacher ratio as set down by the Education Code concerning these areas. The use of Aides shall conform to state and federal law.
- 15.8** Caseloads for RSP teachers shall be divided equitably.
- 15.9** When a Special Education student is assigned, the classroom teacher of record shall be notified and informed of Individual Education Plan (IEP) goals and details as soon as they are available.

- 15.10** Regular classroom teachers who have a responsibility for the implementation of any portion of an IEP for a Special Education student shall receive a copy of the IEP goals and objectives and all updates.
- 15.11** Because the classroom teacher(s) of record is a member of the Individual Education Plan Team (IEPT), classroom coverage will be provided if the IEPT meeting is held during an instructional period.
- 15.12** As much as possible, students identified with learning problems shall be equitably distributed among the teachers and the classes of the same subject.
- 15.13** Special Education placement in a regular classroom shall be decided after consultation with the teacher(s) and administration, prior to the student's placement in the regular education class. The District will provide any additional background or training that will facilitate the student's successful placement.

ARTICLE XVI

NON-DISCRIMINATION

- 16.1** The District and the Federation shall not discriminate on the basis of race, color, religion, national origin, gender, marital status, sexual orientation, pregnancy, lifestyle, political affiliation, or membership or participation in an employee organization.

ARTICLE XVII

COMPLAINTS AGAINST EMPLOYEES

- 17.1** A complaint is a report, by a known individual, of improper professional behavior on the part of a Unit Member.
- 17.2** Every effort shall be made to resolve a complaint at the earliest possible stage. Whenever possible, complaints concerning Unit Members should be made directly by the complainant to the person against whom the complaint is lodged. Complainants are encouraged to attempt to resolve concerns with the staff member personally.
- 17.3** If the complainant is unable or unwilling to informally resolve the complaint directly with the Unit Member involved, he/she may submit a written complaint to the Unit Members immediate supervisor. A copy of any written complaint about a Unit Member shall be provided to the Unit Member within two (2) work days of receipt. A Unit Member shall be given the opportunity to respond orally or in writing within ten (10) working days of his/her receipt of the complaint. Any written response by the Unit Member shall be attached to any report of the complaint placed in the Unit Members personnel file.
- 17.4** After receipt of the written complaint, the immediate supervisor shall attempt to arrange a meeting between the Unit Member and the complainant in order to resolve the complaint. At the request of the Unit Member, a Federation representative may be present at the meeting, as well as any other meetings relative to the complaint.
- 17.5** The person responsible for investigating the complaint will attempt to resolve the complaint within ten (10) working days. The Unit Member shall be presumed innocent, unless a preponderance of evidence concludes otherwise. Any investigative report shall be provided to the Unit Member.
- 17.6** If the complaint is not resolved at the site level, the complainant or the Unit Member may appeal to the Superintendent, by sending a letter within five (5) working days of the site level decision. The Superintendent shall review the complaint and render a written decision to the parties within ten (10) working days.
- 17.7** If the complaint is not resolved with the Superintendent, the complainant or the Unit Member may appeal to the Board of Trustees within five (5) days of the Superintendents decision. A meeting shall be conducted in closed session at the next regularly scheduled Board meeting. The Board shall render a written decision to the parties within ten (10) working days of the scheduled meeting.
- 17.8** After the Board decision and at the sole discretion of the Federation, the grievance procedure as outlined in Article III, commencing with Step 4 may be utilized. The Federation may proceed to Step 5 as outlined in the Article.

- 17.9** If the complaint is withdrawn, shown to be false, or not sustained by the complaint procedure, the complaint shall not be utilized by the District in any evaluation or disciplinary action against the Unit Member, nor shall the complaint go into the Unit Member's personnel file.

ARTICLE XVIII

TERM

18.1 This Agreement shall remain in full force and effect from July 1, 2024, through June 30, 2027, and thereafter until a successor agreement has been negotiated.
[Modified on 02/14/2024]

18.2 Articles within this Agreement, employee compensation including the health and welfare cap will not be negotiated again until July 1, 2025, at the earliest. [Modified on 02/14/2024]

TWAIN HARTE SCHOOL DISTRICT

By: _____

Gabe Wingo, Superintendent/Principal

By: _____

Noel Rathmel, Board President

Dated: _____

02/14/2024

TWAIN HARTE FEDERATION OF
TEACHERS

By: _____

Amanda McLeod, THFT Union President

By: _____

Larry Gold, THFT Negotiator

By: _____

Kimberlie Ballard, THFT

Dated: _____

01/11/2024

Appendix A

TWIN HARTE SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE FISCAL YEAR 2024-2025

STEP	BASE SALARY	INCREASE BETWEEN STEPS
1	\$66,291	
2	\$66,633	\$342
3	\$66,972	\$339
4	\$67,313	\$341
5	\$69,356	\$2,043
6	\$71,080	\$1,724
7	\$72,857	\$1,777
8	\$74,685	\$1,828
9	\$76,569	\$1,884
10	\$78,515	\$1,946
11	\$80,507	\$1,992
12	\$82,565	\$2,058
13	\$84,688	\$2,123
14	\$86,876	\$2,188
15	\$89,128	\$2,252
16	\$91,441	\$2,313
17	\$91,920	\$479
18	\$92,399	\$479
19	\$92,873	\$474
20	\$93,354	\$481
21	\$97,273	\$3,919
25	\$101,488	\$4,215
31	\$105,703	\$4,215
\$101.42 per unit up to 120 units maximum \$1,500.00 for a Master's Degree \$1,500.00 for Doctorate \$5,000.00 for using Special Education Credential in daily teaching \$9,600 Health and Welfare Cap (prorated per FTE) <i>Each year credentialed teachers advance one step on this salary schedule. 50% Job share teachers advance one step every two years.</i>		

Historical Salary Settlements:

2005/2006: 3.85% ongoing COLA effective 07/01/05
2006/2007: 2% ongoing COLA effective 7/01/06
Longevity step 34 added to salary schedule 7/01/06, Stipend created Spec. Ed. Credential in Daily Teaching \$1,000
Salary Schedule compacted from 24 steps to 21 effective 7/01/06
2007/2008: Increase 3% ongoing Steps 1-21 & Units from \$80 to \$85 7/1/07, per student class size compensation revised
2008/2009: 1% ongoing Steps 1-21 7/1/08 (negotiated in 2007-08), Increase 2% ongoing steps 1-21 only 7/1/08 and
Longevity step 34 compacted to Step 31 effective 7/1/08
2012/2013: \$3,600 Health Cap Created 1/1/2013; Class Overage Language Amended; 2% One Time
2013/2014: 3.50% ongoing effective 7/1/13, 2% one-time 7/1/13, Step 25 added
2014/2015: 4% effective 7/1/14, Early written notification of retirement increase to \$7,500, Units increased to 120 maximum
4% on units and stipends effective 7/1/15, adjust per CalSTRS section 27401(a)(1)(A) CA Code of Regs.
2015/2016: 5% ongoing effective 7/1/15 (3 Year Salary Settlement 2015-2018, no increase to health cap, no compensation reopeners)
2016/2017: 4% ongoing effective 7/1/16 Extracurricular Common Stipends Adjusted to Average (2019/2020 next stipend review)
2017/2018: 3% ongoing effective 7/1/17, 2% one-time increase 7/1/17
2018-2020: 2% ongoing effective 7/1/2018, \$2,000 on H&W Cap 2018/19 (\$5,600); \$2,000 on H&W Cap 2019/20 (\$7,600)
2020-2021: \$750 One Time Bonus.
2021-2023: 3% ongoing effective 7/1/21, \$1,000 on H&W Cap 21/22 (\$8,600); 3% ongoing effective 7/1/22, \$1,000 on H&W Cap 22/23 (\$9,600)
daily teaching, Extracurricular stipends percent of step 1; 2% ongoing effective 7/1/24, \$4,000 one-time bonus,
2023-2025: School Psychologist permanent addition.

BOARD APPROVED: 02/14/2024

APPENDIX A-1

2024-25 Salary Schedule Pupil Services - School Psychologist

DAYS	1	2	3	4	5	6	7	8
190	\$100,458	\$102,264	\$102,514	\$104,565	\$106,657	\$108,790	\$110,966	\$113,163

- Position is full time - 190 work days a year
- \$100,458-\$110,966 (placement on step 1-7 commensurate with experience)
- additional \$1,500.00 annual stipend for master's degree
- additional \$1,500.00 annual stipend for doctorate degree
- \$9,600 Health and Welfare Benefit Package

Appendix B

Twain Harte School District Extra-Curricular Stipend Positions [Modified 02/14/2024]

The District will stipends using the following percentages of Step 1 of the teacher's salary schedule beginning with the 2023-2024 school year. [Modified 02/14/2024]

- A. After School Sports**
 - Basketball, Wrestling & Volleyball 2.5%**
 - Cross Country 2.0%, Track 1.5%**
- B. Athletic Director 3.5%**
- C. Gifted and Talented Education Coordinator (GATE) - 2.7%**
- D. Dances \$39/dance, no pay if part of adjunct duty**
- E. Intramural Sports - \$318 each**
- F. Overnight Field Trips - \$60/day**
- G. Student Government – 2.0%**
- H. Home Hospital - \$29/hour**
- I. Web Master – 1.7%**
- J. Yearbook – 1.7%**
- K. Instructional Support Team (IST) Facilitator – 1.5%**
- M. IST Participating Teacher Representative – 1.0%**
- N. Other - \$29/hour**

Appendix B-1

Twain Harte School District

Extra-Curricular Stipends [Modified 02/14/2024]

A.	AFTER SCHOOL SPORTS	
	Basketball, Wrestling & Volleyball	\$1,657/EA
	Cross Country	\$1,326/EA
	Track.....	\$ 994/EA
B.	ATHLETIC DIRECTOR.....	\$2,320/YR
C.	GIFTED AND TALENTED EDUCATION (GATE).....	\$1,790/YR
D.	DANCES.....	\$ 39/EA
E.	INTRAMURAL SPORTS	\$ 318/EA
F.	OVERNIGHT FIELD TRIPS.....	\$ 60/DY
G.	STUDENT GOVERNMENT.....	\$1,326/YR
H.	HOME HOSPITAL.....	\$ 29/HR
I.	WEB MASTER.....	\$1,127/YR
J.	YEARBOOK.....	\$1,127/YR
K.	Instructional Support Team (IST) Facilitator.....	\$ 994/YR
L.	IST Participating Teacher Representative.....	\$ 663/YR
M.	OTHER.....	\$ 29/HR

*Short term independent study hours ineligible for hourly pay. [Modified 02/09/2022]

Appendix C

Tentative Agreement by and between the
Twain Harte Federation of Teachers
and the
Twain Harte School District
February 14, 2024

District Proposal to THFT dated December 21, 2023:

1) Proposed modifications to Article 15.1 shall read:

15.1 The District shall make every effort to avoid creating combination classroom assignments in grades K-3. If the District is able to avoid creating combination classroom assignments in grades K-3, the District will make every effort to maintain class size at no more than 24 students, ~~but may increase classes to 28 students. Class size shall not exceed 28 students without the teacher's consent.~~ but may exceed this if enrollment necessitates. The District shall compensate a teacher, ~~who agrees to exceed 28 students,~~ at the rate of \$19.50 per student per day for each student enrolled over ~~30~~ 27 students in his or her class. [Modified on 02/14/2024].

~~15.1.1.1 If the District is forced to offer combination classroom assignments in grades K-3, the teacher shall be compensated at the rate of \$19.50 per day per student for each student enrolled over 28~~ 25 students. [Modified on 12/05/12] _____

15.1.1 [California Education Code (EC) sections 41376 and 41378 prescribe the maximum class sizes and penalties for districts with any classes that exceed the limits established in 1964.

- Kindergarten-average class size not to exceed 31 students; no class larger than 33 students
- Grades one through three-average class size not to exceed 30 students; no class larger than 32 students]

15.2 The District shall make every effort to avoid creating multiple-grade level classroom assignments in grades 4-8. If the District is able to avoid creating multiple-grade level classroom assignments in grades 4-8, the District will make every effort to maintain class size at no more than 28 students, ~~but may increase classes to 32 students. Class size shall not exceed 32 students without the teacher's consent.~~ but may exceed this if enrollment necessitates. The District shall compensate a teacher, ~~who agrees to exceed 32 students,~~ at

the rate of \$3.25 per period (up to six periods per day), per day for each student enrolled, per class period, over 34 31 students. [Modified on 02/14/2024].

~~15.1.2.1 If the District is forced to offer multiple-grade level classroom assignments for grades 5-8, the teacher shall be compensated at the rate of \$3.25 per period (up to six periods per day), per day, for each student enrolled over 32 26 assigned to that multiple-grade level classroom. [Modified on 12/05/12]~~

~~15.1.2.2 If the District is forced to offer a combination class between 3rd and 4th grade, the teacher shall be compensated at the rate of \$19.50 per day per student for each student enrolled over 28 26 students. [Modified on 12/05/12]~~

~~15.1.2.3 If the District is forced to offer a combination class between 4th and 5th grade, the teacher shall be compensated at the rate of \$19.50 per day per student for each student enrolled over 32 students. [Modified on 12/05/12]~~

15.2.1 [California Education Code (EC) sections 41376 and 41378 prescribe the maximum class sizes and penalties for districts with any classes that exceed the limits established in 1964.

- Grades four through eight-in the current fiscal year, average number of students per teacher not to exceed the greater of 29.9 (the statewide average of students per teacher in 1964) or the district's average number of students per teacher in 1964. Twain Harte District Average Number of Pupils per FTE Classroom Teacher in 1964 equals 27.80]

15.3 Except in those grades in which the District has implemented class-size reduction, the District will ensure that class sizes in combination classrooms at the start of the school year are at a level equal to or lower than a straight grade classroom at the grade levels covered in the combination class [If there is a combination class involving a grade which is participating in the class size reduction program and a grade not involved in the class size reduction program, the District shall ensure that the class size in the combination class does not exceed the number of students established for grades K-3 as set forth in Section 15.1.1]. The District will adjust the class sizes during the first ten (10) instructional days to ensure that the class sizes in combination classes are equal to or lower than a straight grade classroom, except for classes participating in the class size reduction program. After the tenth (10) instructional day at the beginning of each school year, the District shall use its best efforts, including seeking volunteers and evaluating the feasibility of involuntarily transferring students, to maintain combination classes at a

level equal to or lower than a straight grade classroom at the grade level equal to or lower than a straight grade classroom at the grade levels covered in the combination class throughout the year. ~~This section (15.1.3) shall sunset on June 30, 2010, unless the parties mutually agree to continue this section beyond that date.~~ [Modified on 02/14/2024].

15.4 Class size overage payments do not apply to the following specialty instruction areas: Art and Music/Band, ~~and Physical Education.~~ [Modified on 02/14/2024].

15.5 Certificated employees teaching a self-contained, non-departmentalized combination class shall receive a stipend of \$2,500 to be paid monthly over the course of the school year. In the event that the assignment changes mid-year to a single grade level, the employee will no longer receive the monthly stipend. [Modified on 02/14/2024].

2) Proposed THFT Contract Language:

9.2 General Provisions:

- 9.2.1 Assignments: A Unit Member shall be assigned only within the scope of their teaching certificate and his/her major field of study.
- 9.2.2 Schedule: The site administrator shall prepare a tentative schedule indicating the number of classes at each grade level and subject. Tentative assignments for the subsequent school year shall be posted and distributed no later than May 1st.
- 9.2.3 New Employees: A new employee shall be given his/her assignment at the time of hire.
- 9.2.4 New positions. The District shall post all new positions in-house for a period of ten (10) working days prior to outside postings. The Federation and the District shall agree to locations at the school site for posting.
- 9.2.5 Summer Postings. The District will mail postings of new positions to the current e-mail address of all Unit Members ten (10) working days prior to outside posting. It will be the responsibility of the Unit Member to contact the District for details on the position. [Modified on 02/14/2024]
 - 9.2.5.1 All vacancies that arise within three (3) weeks of the first day of school, or during the school year, shall be available to existing staff as a temporary grade level assignment. The position will be posted by March 1st for employees to apply for a permanent grade level change the subsequent school year. [Modified on 02/14/2024]

3) The District offers the following Counter Proposal for Salary and Compensation:

2023/2024 The District offers a **\$5,000** one-time off the salary schedule bonus, to be payable in equally divided payments following board approval of a tentative agreement.

2023/2024 The District offers an ongoing **5%** increase to the salary schedule retroactive to July 1, 2023.

2023/2024 The District offers an increase for holding a Doctorate and/or Master's degree to \$1,500 retroactive to July 1, 2023.

2023/2024 The District offers an increase to using a Special Education Credential in daily teaching to \$5,000 retroactive to July 1, 2023.

10.2 Doctorate, ~~and Masters Degrees~~ and use of Special Education credential in daily teaching:

10.2.1 Doctorate degree from an accredited institution [Modified 02/14/2024]:

~~\$1,193.15~~ \$1,500.00 effective 2023-2024 school year.

10.2.2 Master's degree [Modified 02/14/2024]:

~~\$1,193.15~~ \$1,500.00 effective 2023-2024 school year.

10.2.3 Use of Special Education credential in daily teaching [Modified 02/14/2024]:

~~\$1,193.15~~ \$5,000.00 effective 2023-2024 school year.

**TWAIN HARTE SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
FISCAL YEAR 2023-2024
5.0% ONGOING DRAFT**

STEP	2022-2023 BASE SALARY	BASE SALARY	5% INCREASE	INCREASE BETWEEN STEPS
1	\$61,896	\$64,991	\$3,095	
2	\$62,215	\$65,326	\$3,111	\$335
3	\$62,531	\$65,658	\$3,127	\$332
4	\$62,850	\$65,993	\$3,143	\$335
5	\$64,758	\$67,996	\$3,238	\$2,003
6	\$66,367	\$69,686	\$3,319	\$1,690
7	\$68,026	\$71,428	\$3,402	\$1,742
8	\$69,733	\$73,220	\$3,487	\$1,792
9	\$71,492	\$75,067	\$3,575	\$1,847
10	\$73,309	\$76,975	\$3,666	\$1,908
11	\$75,169	\$78,928	\$3,759	\$1,953
12	\$77,091	\$80,946	\$3,855	\$2,018
13	\$79,073	\$83,027	\$3,954	\$2,081
14	\$81,116	\$85,172	\$4,056	\$2,145
15	\$83,219	\$87,380	\$4,161	\$2,208
16	\$85,379	\$89,648	\$4,269	\$2,268
17	\$85,825	\$90,117	\$4,292	\$469
18	\$86,273	\$90,587	\$4,314	\$470
19	\$86,716	\$91,052	\$4,336	\$465
20	\$87,164	\$91,523	\$4,359	\$471
21	\$90,823	\$95,365	\$4,542	\$3,842
25	\$94,760	\$99,498	\$4,738	\$4,133
31	\$98,695	\$103,630	\$4,935	\$4,132
\$101.42 per unit up to 120 units maximum			INCREASE TO STIPENDS	
\$1,500.00 for a Master's Degree			\$	306.85
\$1,500.00 for Doctorate			\$	306.85
\$5,000.00 for using Special Education Credential in daily teaching			\$	3,806.85
\$9,600 Health and Welfare Cap (prorated per FTE) <i>Each year credentialed teachers advance one step on this salary schedule. 50% Job share teachers advance one step every two years.</i>				

School Psychologist Salary

2023-24 Salary Schedule Pupil Services - School Psychologist

2022/2023

DAYS	1	2	3	4	5	6	7	8
190	\$93,798	\$95,483	\$95,718	\$97,632	\$99,585	\$101,577	\$103,609	\$105,661

2023/2024 5%

DAYS	1	2	3	4	5	6	7	8
190	\$98,488	\$100,258	\$100,504	\$102,514	\$104,565	\$106,656	\$108,790	\$110,944

This position is grant funded and temporary for the 2022-23 and 2023-24 school years only
Position is full time - 190 work days a year
\$98,488-\$108,790 (placement on step 1-7 commensurate with experience)
additional \$1,500 annual stipend for master's degree
additional \$1,500 annual stipend for doctorate degree
\$9,600 Health and Welfare Benefit Package

4) The District offers the following change for insurance benefits for retirees.

10.6 Insurance Benefits - Retirees

10.6.1 For certificated unit members whose first date of paid service is prior to July 1, 2008, and actively employed with the District on July 1, 2023, the District shall pay the premiums for fringe benefits for teachers qualified for early retirement plan as set forth in Section 10.6.1.1. ~~The medical benefit is capped at \$7,522.00 per year. The benefit will be increased annually by the same percentage as the COLA percentage adjustment to the BASE REVENUE LIMIT.~~ The District will contribute up to the benefit cap in effect at the time of the employee's retirement, the full cost of health insurance for the employee and dependents. [Modified 02/14/2024]

10.6.1.1 Medical benefits will be paid, up to age of eligibility for Medicare, currently at 65 as follows: five (5) years of benefits for ten (10) years of service in the District; one (1) year of benefits for each three (3) years of service above ten (10) years in the State of California.

10.6.1.2 For certificated unit members whose first date of paid service is on or after July 1, 2008, the District shall pay the premiums for fringe benefits for teachers qualified for early retirement plan as set forth in Section 10.6.1.2.

10.6.1.3 ~~The medical benefit is capped at \$7,522 per year.~~ Medical benefits will be paid, up to age of eligibility for Medicare, currently at 65 as follows: five (5) years of benefits for ten (10) years of service in the District. The District will

contribute up to the benefit cap in effect at the time of the employee's retirement, the full cost of health insurance for the employee and dependents. Medical benefits shall be paid for a period of five (5) years or until the Retiree reaches the age of 65, whichever occurs first. [Modified 02/14/2024]

5) The District offers the following change in calculations to Extra Curricular stipends:

Appendix B

Twain Harte School District

Extra-Curricular Stipend Positions [Modified 02/14/2024]

The District will ~~update the stipends for common county stipends every three (3) years~~ calculate stipends using the following percentages of Step 1 of the teacher's salary schedule beginning with the 2023-2024 ~~2016-2017~~ school year. [Modified 02/14/2024]

- B. After School Sports**
 - Basketball, Wrestling & Volleyball 2.5%**
 - Cross Country 2.0%, Track 1.5%**
- B. Athletic Director 3.5%**
- C. Gifted and Talented Education Coordinator (GATE) - 2.7%**
- D. Dances \$39/dance, no pay if part of adjunct duty**
- E. Intramural Sports - \$318 each**
- F. ~~Science Camp~~ Overnight Field Trips - \$60/day**
- G. Student Government – 2.0%**
- H. Home Hospital - \$29/hour**
- I. Web Master – 1.7%**
- J. Yearbook – 1.7%**
- K. Instructional Support Team (IST) Facilitator – 1.5%**
- M. IST Participating Teacher Representative – 1.0%**
- N. Other - \$29/hour**

Appendix B-1
Twain Harte School District
Extra-Curricular Stipends [Modified 02/14/2024]

2023-2024 - Based on %

STEP 1 TEACHERS SALARY SCHEDULE \$61,896

	% of Step	New Stipend	Former Stipend	Difference	# of Stipends	Increased Cost
A. AFTER SCHOOL SPORTS						
Basketball, Wrestling & Volleyball.....	0.025	\$1,547 EA	\$1,230/EA	\$317	6	\$1,904.40
Cross Country	0.020	\$1,238 EA	\$ 900/EA	\$338	1	\$337.92
Track	0.015	\$928 EA	\$ 900/EA	\$28	1	\$28.44
B. ATHLETIC DIRECTOR.....	0.035	\$2,166 YR	\$1,625/YR	\$541	1	\$541.36
C. GIFTED AND TALENTED EDUCATION (GATE).....	0.027	\$1,671 YR	\$1,625/YR	\$46	1	\$46.19
D. DANCES.....	0	\$39 EA	\$ 39/EA			\$0.00
E. INTRAMURAL SPORTS	0	\$318 EA	\$ 318/EA			\$0.00
F. OVERNIGHT FIELD TRIPS.....	0	\$60 DY	\$ 60/DY			\$0.00
G. STUDENT GOVERNMENT.....	0.020	\$1,238 YR	\$1,095/YR	\$143	1	\$142.92
H. HOME HOSPITAL.....	0	\$29 HR	\$ 29/HR			\$0.00
I. WEB MASTER.....	0.017	\$1,052 YR	\$1,000/YR	\$52	1	\$52.23
J. YEARBOOK.....	0.017	\$1,052 YR	\$1,000/YR	\$52	1	\$52.23
K. Instructional Support Team (IST) Facilitator.....	0.015	\$928 YR	\$ 600/YR	\$ 328	1	\$328.00
L. IST Participating Teacher Representative.....	0.01	\$619 YR	\$ 400/YR	\$219	1	\$218.96
M. OTHER.....	0	\$29 HR	\$ 29/HR*			\$0.00
Total						\$3,652.66

2023-2024 - 5%

STEP 1 TEACHERS SALARY SCHEDULE \$64,991

	% of Step	New Stipend	Former Stipend	Difference	# of Stipends	Increased Cost
A. AFTER SCHOOL SPORTS						
Basketball, Wrestling & Volleyball.....	0.025	\$1,625 EA	\$1,547/EA	\$77	6	\$464.25
Cross Country	0.020	\$1,300 EA	\$1,238/EA	\$62	1	\$61.90
Track	0.015	\$975 EA	\$ 928/EA	\$46	1	\$46.43
B. ATHLETIC DIRECTOR.....	0.035	\$2,275 YR	\$2,166/YR	\$108	1	\$108.33
C. GIFTED AND TALENTED EDUCATION (GATE).....	0.027	\$1,755 YR	\$1,671/YR	\$84	1	\$83.57
D. DANCES.....	0	\$39 EA	\$ 39/EA			\$0.00
E. INTRAMURAL SPORTS	0	\$318 EA	\$ 318/EA			\$0.00
F. OVERNIGHT FIELD TRIPS.....	0	\$60 DY	\$ 60/DY			\$0.00
G. STUDENT GOVERNMENT.....	0.020	\$1,300 YR	\$1,238/YR	\$62	1	\$61.90
H. HOME HOSPITAL.....	0	\$29 HR	\$ 29/HR			\$0.00
I. WEB MASTER.....	0.017	\$1,105 YR	\$1,052/YR	\$53	1	\$52.62
J. YEARBOOK.....	0.017	\$1,105 YR	\$1,052/YR	\$53	1	\$52.62
K. Instructional Support Team (IST) Facilitator.....	0.015	\$975 YR	\$ 928/YR	\$46	1	\$46.43
L. IST Participating Teacher Representative.....	0.01	\$650 YR	\$ 619/YR	\$31	1	\$30.95
M. OTHER.....	0	\$29 HR	\$ 29/HR*			\$0.00
Total						\$1,008.97

A. AFTER SCHOOL SPORTS

Basketball, Wrestling & Volleyball	\$1,625/EA
Cross Country	\$1,300/EA
Track.....	\$ 975/EA

B. ATHLETIC DIRECTOR.....	\$2,275/YR
C. GIFTED AND TALENTED EDUCATION (GATE).....	\$1,755/YR
D. DANCES.....	\$ 39/EA
E. INTRAMURAL SPORTS	\$ 318/EA
F. OVERNIGHT FIELD TRIPS.....	\$ 60/DY
G. STUDENT GOVERNMENT.....	\$1,300/YR

H. HOME HOSPITAL.....	\$ 29/HR
I. WEB MASTER.....	\$1,105/YR
J. YEARBOOK.....	\$1,105/YR
K. Instructional Support Team (IST) Facilitator.....	\$ 975/YR
L. IST Participating Teacher Representative.....	\$ 650/YR
M. OTHER.....	\$ 29/HR

6) 2024/2025 The District offers an ongoing 2% increase to the salary schedule.

**TWAIN HARTE SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
FISCAL YEAR 2024-2025
2.0% ONGOING DRAFT**

STEP	2023-2024 BASE SALARY	BASE SALARY	2% INCREASE	INCREASE BETWEEN STEPS
1	\$64,991	\$66,291	\$1,300	
2	\$65,326	\$66,633	\$1,307	\$342
3	\$65,658	\$66,972	\$1,314	\$339
4	\$65,993	\$67,313	\$1,320	\$341
5	\$67,996	\$69,356	\$1,360	\$2,043
6	\$69,686	\$71,080	\$1,394	\$1,724
7	\$71,428	\$72,857	\$1,429	\$1,777
8	\$73,220	\$74,685	\$1,465	\$1,828
9	\$75,067	\$76,569	\$1,502	\$1,884
10	\$76,975	\$78,515	\$1,540	\$1,946
11	\$78,928	\$80,507	\$1,579	\$1,992
12	\$80,946	\$82,565	\$1,619	\$2,058
13	\$83,027	\$84,688	\$1,661	\$2,123
14	\$85,172	\$86,876	\$1,704	\$2,188
15	\$87,380	\$89,128	\$1,748	\$2,252
16	\$89,648	\$91,441	\$1,793	\$2,313
17	\$90,117	\$91,920	\$1,803	\$479
18	\$90,587	\$92,399	\$1,812	\$479
19	\$91,052	\$92,873	\$1,821	\$474
20	\$91,523	\$93,354	\$1,831	\$481
21	\$95,365	\$97,273	\$1,908	\$3,919
25	\$99,498	\$101,488	\$1,990	\$4,215
31	\$103,630	\$105,703	\$2,073	\$4,215

\$101.42 per unit up to 120 units maximum

\$1,500.00 for a Master's Degree

\$1,500.00 for Doctorate

\$5,000.00 for using Special Education Credential in daily teaching

\$9,600 Health and Welfare Cap (prorated per FTE)

Each year credentialed teachers advance one step on this salary schedule. 50% Job share teachers advance one step every two years.

2024-2025 - 2%						
STEP 1 TEACHERS SALARY SCHEDULE			\$66,291			
	% of Step	New Stipend	Former Stipend	Difference	# of Stipends	Increased Cost
A. AFTER SCHOOL SPORTS						
Basketball, Wrestling & Volleyball.....	0.025	\$1,657 EA	\$1,625/EA	\$32	6	\$192.00
Cross Country	0.020	\$1,326 EA	\$1,300/EA	\$26	1	\$26.00
Track	0.015	\$994 EA	\$ 975/EA	\$19	1	\$19.00
B. ATHLETIC DIRECTOR.....	0.035	\$2,320 YR	\$2,275/YR	\$45	1	\$45.00
C. GIFTED AND TALENTED EDUCATION (GATE).....	0.027	\$1,790 YR	\$1,755/YR	\$35	1	\$35.00
D. DANCES.....	0	\$39 EA	\$ 39/EA			\$0.00
E. INTRAMURAL SPORTS	0	\$318 EA	\$ 318/EA			\$0.00
F. OVERNIGHT FIELD TRIPS.....	0	\$60 DY	\$ 60/DY			\$0.00
G. STUDENT GOVERNMENT.....	0.020	\$1,326 YR	\$1,300/YR	\$26	1	\$26.00
H. HOME HOSPITAL.....	0	\$29 HR	\$ 29/HR			\$0.00
I. WEB MASTER.....	0.017	\$1,127 YR	\$1,105/YR	\$22	1	\$22.00
J. YEARBOOK.....	0.017	\$1,127 YR	\$1,105/YR	\$22	1	\$22.00
K. Instructional Support Team (IST) Facilitator.....	0.015	\$994 YR	\$ 975/YR	\$19	1	\$19.00
L. IST Participating Teacher Representative.....	0.01	\$663 YR	\$ 650/YR	\$13	1	\$13.00
M. OTHER.....	0	\$29 HR	\$ 29/HR*			\$0.00
					Total	\$419.00

A. AFTER SCHOOL SPORTS		
Basketball, Wrestling & Volleyball		\$1,657/EA
Cross Country		\$1,326/EA
Track.....		\$ 994/EA
B. ATHLETIC DIRECTOR.....		
		\$2,320/YR
C. GIFTED AND TALENTED EDUCATION (GATE).....		
		\$1,790/YR
D. DANCES.....		
		\$ 39/EA
E. INTRAMURAL SPORTS		
		\$ 318/EA
F. OVERNIGHT FIELD TRIPS.....		
		\$ 60/DY
G. STUDENT GOVERNMENT.....		
		\$1,326/YR
H. HOME HOSPITAL.....		
		\$ 29/HR
I. WEB MASTER.....		
		\$1,127/YR
J. YEARBOOK.....		
		\$1,127/YR
K. Instructional Support Team (IST) Facilitator.....		
		\$ 994/YR
L. IST Participating Teacher Representative.....		
		\$ 663/YR
M. OTHER.....		
		\$ 29/HR

7) 2024/2025 The District offers a \$4,000 one-time off the salary schedule bonus, to be payable in equally divided payments following board approval of a tentative agreement.

8) 2024/2025 The School Psychologist position to be added indefinitely.

**2024-25 Salary Schedule
Pupil Services - School Psychologist**

2022/2023

DAYS	1	2	3	4	5	6	7	8
190	\$93,798	\$95,483	\$95,718	\$97,632	\$99,585	\$101,577	\$103,609	\$105,661

2023/2024 - 5%

DAYS	1	2	3	4	5	6	7	8
190	\$98,488	\$100,258	\$100,504	\$102,514	\$104,565	\$106,656	\$108,790	\$110,944

2024/2025 - 2%

DAYS	1	2	3	4	5	6	7	8
190	\$100,458	\$102,264	\$102,514	\$104,565	\$106,657	\$108,790	\$110,966	\$113,163

Position is full time - 190 work days a year
 \$100,458-\$110,966 (placement on step 1-7 commensurate with experience)
 additional \$1,500.00 annual stipend for master's degree
 additional \$1,500.00 annual stipend for doctorate degree
 \$9,600 Health and Welfare Benefit Package

TERM

- 18.1** This Agreement shall remain in full force and effect from July 1, 2022, through June 30, 2024 2026, and thereafter until a successor agreement has been negotiated.
 [Modified on 02/14/2024]
- 18.2** ~~With the mutual agreement of the Federation and the District, any articles may be reopened during the term of this Agreement.~~ Articles within this Agreement, employee compensation including the health and welfare cap will not be negotiated again until July 1, 2023 2025, at the earliest. [Modified on 02/14/2024]

SIGNATURE PAGE

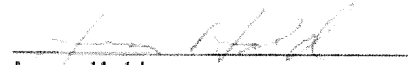
Reflects Approval of the Tentative Agreement:

Negotiating Team Members of the Twain Harte Federation of Teachers

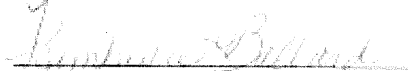
Date: 1/8/24


Amanda McLeod

Date: 1/10/2024

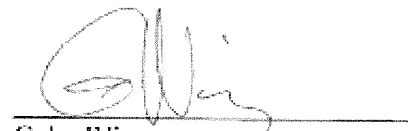

Larry Gold

Date: 1/16/2024


Kimberlie Ballard

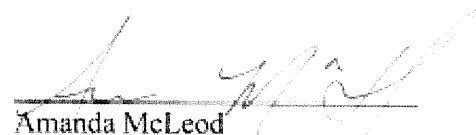
Twain Harte School District

Date: 1/8/2024


Gabe Wingo
Superintendent/Principal

Reflects Adoption of the Tentative Agreement by a Majority of the Membership of the Twain Harte Federation of Teachers:

Date: 1/11/24


Amanda McLeod
Chapter President
THFT

Reflects Ratification of the Tentative Agreement by a Majority of the Membership of the Twain Harte School District Governing Board:

Date: 2/14/24


Jacob Foiada
Board Clerk
Twain Harte School District
Governing Board

Appendix D

Annual school instructional day calendar distributed to the teaching staff when approved each year.

Appendix E

Twain Harte School District Evaluation Form

Employee Name: _____ Date: _____

Teacher Status: Permanent/Probationary/Temporary _____

School/Grade: _____

Initial Conference: _____ Final Conference: _____

Does not meet standards= 1

Meets or exceeds standards= 2

Teaching Standard 1

Engaging and supporting all students in learning (assessed by one or more of this following reflection, observation, documentation, or conferences).

	Rating
Elements:	
1.1 Connecting students' prior knowledge, life experience and interests with learning goals.	
1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs.	
1.3 Facilitating learning experiences that promote autonomy, interaction and choice.	
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.	
1.5 Promoting self-directed, reflective learning for all students.	

Summary (activities and evidence):

Teaching Standard 2

Does not meet standards= 1

Meets or exceeds standards= 2

Creating and maintaining effective environments for student learning (assessed by one or more of the following reflection, observation, documentation or conferences).

	Rating
Elements:	
2.1 Creating a physical environment that engages all students.	
2.2 Establishing a climate that promotes fairness and respect.	
2.3 Promoting social development and group responsibility.	
2.4 Establishing and maintaining standards for student behavior.	
2.5 Planning and implementing classroom procedures and routines that support student learning.	
2.6 Using instructional time effectively	

Summary (activities and evidence):

Teaching Standard 3

Does not meet standards= 1
Meets or exceeds standards= 2

Understanding and organizing subject matter for student learning (assessed by one or more of the following reflection, observation, documentation, or conferences).

	Rating
Elements:	
3.1 Demonstrating knowledge of subject matter content and student development.	
3.2 Organizing curriculum to support student understanding of the subject matter.	
3.3 Interrelating ideas and information within and across subject matter areas.	
3.4 Developing students understanding through instructional strategies that are appropriate to the subject matter.	
3.5 Using materials, resources and technologies to make subject matter accessible to students.	

Summary (activities and evidence):

Teaching Standard 4

Does not meet standards= 1
Meets or exceeds standards= 2

Planning instruction and designing learning experiences for all students. (assessed by one or more of the following reflection, observation, documentation, or conferences).

	Rating
Elements:	
4.1 Drawing on and valuing student.	
4.2 Establishing and articulating goals for student learning.	
4.3 Developing and sequencing instructional activities and materials for student learning.	
4.4 Designing short-term and long-term plans to foster student learning.	
4.5 Modifying instructional plans to adjust for student needs.	

Summary (activities and evidence)

Teaching Standard 5

Does not meet standards= 1

Meets or exceeds standards= 2

Assessing Student Learning (assessed by one or more of the following reflection, observation, documentation or conference).

	Rating
Elements:	
5.1 Establishing communicating learning goals for all students.	
5.2 Collecting and using multiple sources of information to assess student learning.	
5.3 Involving and guiding all students in assessing their own learning.	
5.4 Using the results of assessments to guide instruction.	
5.5 Communicating with students, families and other audiences about student progress.	
5.6 Evidence of achievement towards meeting grade level standards on district assessment.	

Summary (activities and evidence):

Teaching standard 6

Does not meet standards= 1

Meets or exceeds standards= 2

Developing as a professional educator (assessed by one or more of the following reflection, observation, documentation or conferences).

	Rating
Elements:	
6.1 Reflecting on teaching practice and planning professional development.	
6.2 Establishing professional goals and pursuing opportunities to grow professionally.	
6.3 Working with communities to improve professional practice.	
6.4 Working with families to improve professional practice.	
6.5 Working with colleagues to improve professional practice.	
6.6 Complies with district established rules, regulations, policies, contracts, and laws.	

Summary (activities and evidence):

Overall Evaluation (Mark one):

Does not meet standards= 1
Meets or exceeds standards= 2

☐ Retain ☐ Do not retain ☐ Refer to PAR

Evaluator Comments:

Evaluatee: _____

Date: _____

Evaluator: _____

Date: _____

Appendix E-1

TWAIN HARTE SCHOOL DISTRICT TEACHER PRE-OBSERVATION CONFERENCE SUMMARY

Teacher: _____

Date: _____

- A. Identify focus for the observation:
- B. Identify date, time and place of observation:
- C. Objective (specific content and perceivable behavior).
- D. Purpose and relationship to standards.
- E. Activities and sequence of the lesson.
- F. How will you know if your lesson is successful?
- G. Set time and place for post-conference (within 5 working days of observation).

Appendix E-2
TWAIN HARTE SCHOOL DISTRICT
CERTIFICATED EMPLOYEE
POST OBSERVATION FORM

Teacher: _____

Date: _____

BRIEF DESCRIPTION OF LESSON (Including Standards being addressed):

TECHNIQUES AND STRATEGIES THAT PROMOTED LEARNING:

WHICH TECHNIQUES/STRATEGIES, IF ADDED, CHANGED OR DELETED, MIGHT HAVE MADE FOR MORE LEARNING?

OTHER COMMENTS:

Teacher's Signature

Date

Supervisor's Signature

Date

This recap sheet will be placed in the teacher's file at the school office.

Appendix E-3

TWAIN HARTE SCHOOL DISTRICT FIVE-YEAR OPTION EVALUATION AGREEMENT

I, _____, hereby request to voluntarily participate in the “Five-year Option”

of evaluation for the _____ school year.

I qualify for this option because:

1. I have been employed by the District for ten or more years.
2. I have been certified as highly qualified pursuant to ESEA/NCLB.
3. I either met or exceeded the Standards of Performance of the District in my last Performance Evaluation.

Teacher Signature: _____ Date: _____

I certify that the teacher is eligible to participate in the “Five-year Option”. Further, I approve of the option selected.

Supervisor Signature: _____ Date: _____