

**AGREEMENT**

**between the**

**BLACK OAK MINE UNIFIED SCHOOL  
DISTRICT**

**and the**

**BLACK OAK MINE TEACHERS'  
ASSOCIATION**

**July 1, 2021 through June 30, 2024**

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# ARTICLE I

## RECOGNITION

- A. RECOGNITION OF ASSOCIATION - The District recognizes Black Oak Mine Teachers Association (referred to as the "Association") as the exclusive representative for full time or part time employees employed as certificated classroom teachers, certificated librarians, certificated nurses, counselors, ROP/Career Technical Education Instructors, temporary teachers, and long term substitutes who are employed for at least twenty consecutive days.
  
- B. All other District employees are excluded from the bargaining unit such as classified employees, confidential employees, District management personnel, principals, vice-principals, directors, coordinators, psychologists and on-call substitutes.
  
- C. When the District anticipates the creation of a new position that is neither included in the unit (see A, above) nor excluded from the unit (see B, above), a representative designated by the District and a representative designated by the Association will meet prior to the position being filled to come to mutual agreement concerning the new position's inclusion in or exclusion from the unit. In the event that agreement is not reached, the position may be filled and the issues submitted to PERB for a unit determination hearing.
  
- D. The District and Association recognize that duties performed under credentials for teaching, nursing, or librarian will not be performed by classified employees unless properly qualified and legally permitted.

## **ARTICLE II**

### **AGREEMENT**

#### **A. PARTIES**

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between Black Oak Mine Unified School District ("District") and Black Oak Mine Teachers Association CTA/NEA ("Association"), an employee organization.

#### **B. LEGAL AUTHORITY**

This Agreement is entered into pursuant to Chapter 10.7., Sections 3540 - 3549.3 of the Government Code ("EERA").

## **ARTICLE III**

### **NEGOTIATING PROCEDURES**

- A. The District and Association, and their designated representatives, acknowledge that their primary purpose in negotiations is to work together to formulate an Agreement that ultimately serves the best interests of the District, Association and students.
- B. Black Oak Mine Teachers Association (the Association) shall be represented by a negotiations committee to meet with the District's representatives to negotiate a contract (Agreement).
- C. Each party (Association and District) shall be entitled to three representatives, not including one consultant. Any other person's presence must be mutually agreed to by both parties in advance. This provision may be amended with the mutual consent of both parties.
- D. After negotiations are completed, the contract shall become binding when ratified by the Association membership and the Board of Trustees.

**ARTICLE IV**  
**DISTRICT RIGHTS AND POWERS**

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law, except as specified in this Agreement.
  - 1. The District retains the rights to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
  - 2. The District retains the right to take action on any emergency matter.
  
- B. The exercise of the powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

## ARTICLE V

### ASSOCIATION RIGHTS

- A. MAIL FACILITIES - Upon mutual agreement of the parties, the Association shall have the right to use the District mail service and unit members' mailboxes for communications to unit members subject to reasonable regulation. Nothing contained herein shall be interpreted to allow use of employee mailboxes or the District's mail system in violation of federal or state law.
- B. BULLETIN BOARDS - The Association shall have the right to post notices of activities and matters of concern on Association bulletin boards in a space mutually agreed upon by the school principal and the Association site representative.
- C. USE OF FACILITIES AND EQUIPMENT - The Association shall have the right to use school facilities and equipment for meetings after receiving approval through the Facility Utilization process. Such use of facilities and equipment must be in conformance with the Civic Center Act and such use cannot interfere with school activities or the educational program.
- D. ACCESS TO WORK SITE - Authorized representatives of the Association shall have the right to transact official Association business on school property at reasonable times, provided that such activities do not interfere with school activities or the educational program.
- E. ACCESS TO INFORMATION - Upon request, the Association president shall have the right to receive all available information concerning the financial resources and professional staffing of the District.
1. The District will furnish such information in a timely manner but shall not be required to furnish special reports or incomplete reports or working drafts.
  2. The following reports/information will be furnished to the Association president in a timely manner: financial reports and audits, register of certificated personnel, and personnel directory.
  3. The Association president will be provided the Board meeting agenda and public session backup materials, except for confidential materials, upon regular distribution to members of the Board of Trustees.
  4. Grievance documents subsequent to the grievance being filed and/or documents to assist with the negotiation process will be made available to the Association.
  5. The District shall supply the Association with a list at the start of each school year, upon request, or within 30 days of a new bargaining unit employee starting work, the following information in digital Excel format for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular that employer has on file
4. Personal (non-Employer) Email Addresses that employer has on file
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority List
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)
12. Indication of any Unit Member on Leave of Absence
13. An indication of whether the Employer is deducting dues for membership

**F. PARTICIPATION ON DISTRICT COMMITTEES AND TEAMS** - Unit members, designated by the Association, shall have the opportunity to participate on District and School Site committees and teams.

**G. RELEASE TIME FOR ASSOCIATION BUSINESS** - Upon prior mutual agreement of the Association and the District, the Association president, his/her designee, and site representatives will be provided release time with no loss of salary or other benefits.

1. When a Unit member requests representation from the Association, every reasonable effort will be made to schedule meetings to provide such representation.

**H. New Bargaining Unit Member Orientation**

The District shall inform new bargaining unit employees of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire. New bargaining unit members shall be paid their contractual extra pay for extra duty rate, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

**I. Scheduling of Orientation**

The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association President and Vice President no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other

orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

#### J. Association Orientation Time Provided

The Association shall be provided no less than thirty (30) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a work day unless requested by the Association. Employer administration will excuse themselves during Association time.

(a) The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

(b) The Association shall have District-paid release time to attend and participate in new bargaining unit member orientations/onboarding meetings for up to two (2) bargaining unit members, selected by the Association, if any orientation/onboarding meeting is held during contractual work hours.

#### K. Labor Management Committee

As necessary and as determined by agreement with the Association President, the District shall convene a Joint Labor Management Committee to discuss and resolve issues of mutual concerns. The Committee shall not substitute for the grievance procedure or negotiations.

The Committee shall be composed of up to four (4) Employer representatives and up to four (4) Association members (not including CTA staff), who shall be granted release time to attend Committee meetings.

The Committee shall meet at mutually acceptable dates, times and locations.

#### M. Respectful Workplace

Quality of teaching is the most influential factor in student learning. Nothing matters more to raising student achievement than the knowledge and effectiveness of teachers and those who support them. The Employer and Association are committed to building a lasting labor management relationship based on respect, collaboration and open communication and free from harassment and intimidation.

#### N. Bargaining Unit Time and Contract Availability

Association members shall be released without loss of pay for one (1) hour to attend an Association meeting held on one (1) of the five (5) non-student contact days. Upon ratification of this Agreement, it shall be made available online for members.

**O. Waivers of Law, Regulation, and Policy**

When seeking any waiver of state or federal law, regulations, or school board policy for the District or a particular worksite, the District shall forward such waivers to the Association.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS

1. A “grievance” is a formal written statement by a unit member or members of the Association alleging that the District has violated a specific provision of this Agreement. All other materials and disputes of any nature are beyond the scope of these procedures. Actions to change the general policies of the District as set forth in the rules and regulations of the administration and Board must be taken under separate process.
  2. A “grievant” is the Association or employee or employees of the District covered by the terms of this Agreement. The District may consider grievances of a like nature from more than one grievant as one grievance.
  3. A “party in interest” is any person, the Association, and/or the District who might be required to take action or against whom action might be taken in order to resolve the grievance.
  4. The “respondent” in all cases shall be the District itself rather than any individual.
  5. A “day” is any day on which the District administrative office is open for business. The month of July and the first twenty calendar days of August are excepted from time computations in the grievance procedure. If year-round schools are implemented, this paragraph shall be deemed a mandatory reopened subject for negotiations that year.
  6. The “immediate supervisor” is the lowest level supervisor having immediate jurisdiction over the grievant and who has been designated to administer grievances.
  7. A “conferee” is a person who, at the request of the employee or administrator/supervisor, is invited to participate in a problem resolution conference or meeting to consider a grievance. A conferee cannot be an administrator who may subsequently hear the grievance.
- B. The purpose of the grievance procedures is to secure, at the lowest possible administrative level, equitable resolution to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The District and Association shall work together in the investigation and resolution of any formally filed grievance.

## C. PROCEDURE

1. Informal Level: Before filing a formal written grievance, a grievant should attempt to resolve the problem by an informal conference with the immediate supervisor. Employees are encouraged to approach their immediate supervisor as quickly as possible to initiate the process in order to permit compliance with the filing deadline in C.2., below.
  - a. If a written reason for denying the grievance is requested by the grievant and provided at the informal level by the administration or immediate supervisor, the formal written grievance shall be filed at Level Two but within the time limits stated at Level One. If the reasons are not presented in writing by the administration or immediate supervisor, the grievant must file the formal written grievance at Level One.
  
2. Level One: To utilize the grievance procedure provided in this agreement, the grievant must file the formal grievance in writing with the immediate supervisor on the District grievance form within twenty days after the grievant knew or reasonably should have known of the grievable event which formed the basis of the grievance. The immediate supervisor shall meet with the grievant and/or designated Association representative within five days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within ten days of such meeting. Beginning at Level One, the Association has the right to be present at all grievance meetings.
  - a. If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five days of such meeting or ten days from the date of the presentation of the grievance, the grievance may be appealed to Level Two, with a copy of all grievance forms and responses provided to the Association President by the District.
  
3. Level Two: The Superintendent or his/her designee shall meet with the grievant and/or designated Association representative within five days of receipt of the grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five days of such meeting.
  - a. If the grievant and/or the Association are not satisfied with the disposition of the grievance or if no disposition has occurred within five days of such meeting or ten days from the date of the receipt of the grievance at Level Two, the grievant may request that the Association submit the grievance to Level Three.

#### 4. Level Three:

- a. If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten days after he/she first met with the Superintendent or his/her designee, he/she may within ten days after he/she first met with the Superintendent or his/her designee, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. A copy of the request to the Association shall be delivered to the Superintendent at the time the Association files for arbitration. If the Association determines that the grievance merits further hearings, it may, by written notice to the Superintendent or his/her designee, within fifteen days after the receipt of the request from the grievant, submit the grievance to arbitration.
- b. The parties shall attempt to select a mutually acceptable impartial arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days, a request for a list of seven (7) arbitrators shall be made to the State Mediation and Conciliation Services by either party, with a copy of the request sent to the other party, and the parties will then alternatively strike names until an arbitrator is selected.
- c. The parties shall attempt to mutually agree upon the issue or issues for the selected arbitrator. If the parties cannot agree upon the submission statement, each party may submit its own arbitrator's submission statement, and the arbitrator shall then determine the issue or issues by referring to the grievance and the answers thereto at each step.
- d. The arbitrator so selected will confer with the representatives of the District and the Association and will schedule hearings to be held promptly. The arbitrator's award will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue or issues submitted. The arbitrator will be without power or authority to add to, subtract from, or modify the express terms of this Agreement. The award of the arbitrator shall be binding on all parties to this Agreement.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the costs of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
- f. Sole and Exclusive Method: In consideration of the foregoing arrangement for adjustment of grievance, the parties agree that the grievance procedure provided herein is the sole and exclusive method of seeking adjustment or redress of grievance.

#### 5. TIME LIMITS

- a. Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal, or written decision. The time limits specified at each level should be made to expedite the grievance process. The time limits may, however, be modified by mutual agreement.
- b. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unsolved may result in harm to the grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable. If the time limits are affected by vacation periods, they may be modified by mutual agreement.
- c. If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled upon the decision rendered at the most recent level utilized.
- d. If a supervisor or manager fails to respond within the given time period, the grievant may appeal his/her grievance to the next higher level.

## 6. MISCELLANEOUS PROVISIONS

1. Rights of Representation: A grievant will be represented at all stages of the grievance by a designated Association representative. The Association and District have the right to obtain and/or utilize assistance from outside the Association and District at any level of this grievance procedure.
2. Release Time: The grievant and/or his/her representative shall be entitled to reasonable release time to process a grievance during normal working hours and meeting with District representatives. Upon mutual consent of the grievant and the District, release time shall be provided. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will also be entitled to reasonable release time.
3. Meetings: The grievant must be present at all meetings related to the grievance unless he/she chooses to have his/her representative at the meeting and not attend himself/herself. Meeting times and places and other conditions relative to the resolution of formal grievances shall be set, in advance, by mutual agreement of the grievant and the District so as to cause the least disruption to normal operations of the District and/or the employee's work schedule.
4. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the Association may submit such grievance in writing directly to the Superintendent with the processing of such grievance to commence at Level Two. The Association, either on its own behalf or on behalf of the affected teacher, may initiate a grievance which affects more than one teacher at a single site or teachers at more than one site at Level Two.

5. During the processing of a grievance, all documents, communications, and records dealing with that grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants, unless there is an independent basis for their inclusion in the personnel file.
6. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be developed together by the Association and the District and given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of developing and duplicating such forms shall be borne by the District.
7. Upon mutual agreement of the Association and the Superintendent, or his or her designee, a grievance may be taken directly to a higher level.
8. No reprisals of any kind will be taken by the District against any grievant, any party of interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

## **ARTICLE VII**

### **ASSIGNMENT, TRANSFER AND REASSIGNMENT**

- A. The District's responsibility is to assign teaching personnel in a manner to best accomplish the instructional objectives of the District. The District will carefully consider the assignment of all teaching personnel from the point of view that reasonable efforts will be made to meet the needs and desires of the teacher whenever possible. Of equal importance is the responsibility to build a professional team of educators at each school site that will produce the highest quality of educational program for children and support the total District educational program.
1. As it relates to transfer/reassignment, it is the responsibility of the teacher to plan his/her professional growth and credential authorizations to meet the qualifications of the desired positions.
  2. The District will send to each employee, including those on leave of absence, a Request for Transfer/Reassignment form prior to March 15 of each year. Employees who desire a transfer or reassignment shall deliver their completed request to the District Personnel Services Coordinator by March 31 to be assured of consideration for the following school year.
- B. DEFINITIONS
1. A "transfer" is the movement of a unit member from one work location to another at a different work/school site.
  2. A "reassignment" is the movement of a unit member from one subject area to another subject area or one grade level to another grade level at the same work/school site.
  3. A "vacancy" is an unfilled position which the District intends to fill. A "vacancy" exists for purposes of Article VII.C, if a non-temporary employee resigns, transfers, is dismissed or nonreelected, or goes on leave of absence anticipated to exceed 91 working days, as is referenced in Article XIII.A.4 and 5, and the District intends to fill that position.
  4. "Longevity", for the purposes of these provisions on transfer/reassignment, is defined as the unit member's position on the District seniority list for certificated employees.
    - a. The seniority list ranks unit members according to each member's first date of paid service as a probationary employee.
    - b. A lottery will determine placement for unit members with identical seniority

dates.

- c. When necessary, a lottery to determine seniority ranking will be conducted by the District with at least one Association representative present.

### C. VACANCIES

1. Upon a vacancy occurring, the site administrator shall review written requests for transfer to such a vacancy, written requests for reassignment, and other possibilities for reassignment at that school and may choose a qualified applicant from among those persons. Employees returning from a leave of absence would only constitute "other possibilities for reassignment at that school" if they worked at that same school site immediately prior to commencing their leave. The site administrator shall inform those making the requests for transfer of the final decision as soon as possible. The "site administrator" at a self-governed school would be the District administrator assigned to the school, who will seek and consider input from the school facilitator.
2. Teaching vacancies not filled as described in C.1., above, will be posted as soon as reasonably practicable. Request for Transfer/Reassignment forms on file with the district office will be used in consideration of candidates for vacancies occurring over the summer recess. Notice of vacancies will be mailed only to those staff having expressed interest on the form. Although employees may amend the form at any time, the amended form must be delivered to the Personnel Services Coordinator no later than the final filing date to be considered for a specific vacancy.
3. A posted teaching vacancy will include the closing date which is at least five working days following the posting date, a job description, and qualifications necessary to meet the requirements of the position. The District Superintendent will seek and consider input from the site administrator (or school facilitator, in the case of a self-governed school) but has the ultimate authority to determine the job description and qualifications to be set forth in the posting.
4. Except as allowed under C.1., above, no assignment to fill a vacancy shall be made until after the publicized closing date.
5. If a unit member has already communicated in writing a desire for a transfer/reassignment during the course of one school year, it will not be necessary for that unit member to make further communication in order to be considered for any vacancies for which that unit member has applied.
6. Whenever the District has a vacancy, bargaining unit members who are temporary teachers may apply for the position. If a temporary teacher is ranked by the interview team as the top applicant in a multi-applicant pool, the District will reclassify the temporary teacher as probationary, provided that the temporary

teacher has been employed by the District for at least 75% of two school years, and has been positively evaluated during the course of those two years. An employee who is so reclassified may elect to remain in his/her current assignment.

7. No outside applicant shall be selected to fill a vacancy or newly created position if there is a qualified unit member applicant as determined by the District.
8. If a permanent employee applies for a temporary position for which the unit member is qualified, then he/she will be considered as any other unit member (see C.1. through C.6., above). If selected for the temporary position, the unit member will retain the original permanent status once the temporary position has terminated.

#### D. VOLUNTARY TRANSFER/REASSIGNMENT

1. A unit member may submit a written request for reassignment or transfer to the District when a vacancy is posted or at any time whether or not a vacancy exists.
2. If two or more unit members with the appropriate credentials apply for a vacancy, the unit member whom the District determines is better or more qualified according to the qualifications delineated on the posted position shall be selected.
  - a. In the event that two or more unit members are equally qualified as determined by the District, the unit member with the greater longevity will be selected for the position.
3. If a unit member's request for voluntary transfer or reassignment is denied, upon request of the unit member, a meeting with the administrator who denied the request will be held to discuss the reasons for the denial. Upon request by the unit member, the administrator will provide written reasons.
4. If a unit member requests that his/her application for transfer be kept confidential, the written request from the unit member must be submitted directly to the Superintendent or his/her designee and must clearly state the desire for confidentiality.
  - a. The Superintendent or his/her designee shall make every effort to maintain such confidentiality until the final decision-making stages of staffing patterns and assignments have been made.
  - b. The unit member may contact the Superintendent or his/her designee to inquire about the status of the confidential request.
5. A unit member who returns to the District from a leave of absence shall be

responsible to contact the Superintendent, or his/her designee, by April 1 for any leave ending at the end of the school year and at least 20 work days prior to the scheduled return from any other leave to discuss preferences for a teaching and school assignment.

- a. If the unit member fails to contact the Superintendent or his/her designee by the specified dates, assignments will be determined by the District.
- b. If the unit member so desires, the District will make every attempt to place the returning teacher in the same position or other requested position, if the Administration determines that the placement is appropriate.
- c. Teachers returning from leave will be assigned to a position and school before persons are employed from outside the District for any position for which the returning teacher is qualified.

E. INVOLUNTARY TRANSFER/REASSIGNMENT

1. A unit member may be transferred or reassigned to school sites and/or positions for which he/she is credentialed and/or qualified.
2. Every effort will be made to have the unit member who is under consideration for involuntary transfer or reassignment, voluntarily agree to a transfer or reassignment.
3. Involuntary transfers/reassignments shall be made by the District according to the following guidelines which are not listed in any priority order:
  - a. to better utilize a curricular or instructional strength of the unit member;
  - b. to better utilize experience/background and/or other leadership capabilities of the unit member;
  - c. to place a unit member in a position that better serves the needs of the students in the school or assignment to which the transfer or reassignment is made;
  - d. to enable the District to place a teacher returning from leave in an assignment for which that teacher is appropriately credentialed and qualified.
4. Upon an involuntary transfer/reassignment, and upon request, a meeting with the designated District representative to discuss the reasons shall be conducted.
  - a. Upon request by the unit member, the District representative will provide a written summary of the meeting.
5. The transfer/reassignment of a unit member will not be made for punitive reasons.

6. Unit members returning from leave shall be afforded all the rights and procedures provided under this Section E.
7. Teachers may appeal any transfer/reassignment to the District Superintendent, whose decision is final. The appeal shall be filed in writing within ten regular teacher workdays after receiving notice of the transfer/ reassignment, and shall contain a description of the transfer/reassignment and the reasons the teacher objects to the action.
8. Unit members who are transferred, reassigned, or assigned during the school year will, upon request, meet with the administrator who is in direct supervision of the school or assignment to discuss release time for preparation.
  - a. A minimum of (2) two days of paid time for preparation will be afforded the unit member in case of transfer.
  - b. The District shall assist in the moving of the unit member's materials in the case of transfer or in reassignment to another classroom.

F. NOTIFICATION OF ASSIGNMENT

1. Every effort will be made to notify unit members of probable assignment and school site for the following year no later than June 1.
2. In the case that there is a change in assignment/school site, the unit member will be notified as soon as reasonable after the decision is reached. The District shall provide the unit member with the reasons and circumstances leading to the decision. Upon the request of the unit member, the reasons will be given in writing.

## **ARTICLE VIII**

### **EVALUATION**

#### **A. GENERAL EVALUATION PROCEDURES**

The primary purposes of evaluation are to improve the performance of teachers and increase the learning of pupils. The evaluation program will address temporary, probationary and permanent teachers for these purposes. Concerted efforts for evaluation will be provided to probationary teachers to encourage their success in providing quality educational services to pupils.

1. All probationary personnel will be formally evaluated at least once each school year. Permanent unit members shall ordinarily be evaluated every other year but may be evaluated more often if desired by the supervisor. If requested by the unit member, every reasonable effort will be made by the supervisor to evaluate the unit member more frequently. The term "evaluator" as used herein may be the immediate supervisor and/or his/her designee. The Superintendent, Director of Educational Services, or designated administrator will provide for the evaluation of certificated staff assigned to a site or program without a principal.
2. In accordance with Education Code Section 44664, unit members with permanent status who have been employed at least ten (10) years with the school district, are highly qualified as defined in 20 U.S.C. Section 7801 (ESEA) and whose previous evaluation rated the employee as meeting or exceeding standards (whose previous annual evaluation included no unsatisfactory ratings in any standard), shall be evaluated every five (5) years if the unit member and evaluator agree. Teachers in non-core areas may also participate in this process if they are determined by the District to be highly qualified using the Certificate of Compliance developed by the California Department of Education. The unit member or the evaluator may withdraw consent at any time. Should the unit member or the evaluator withdraw consent, notice shall be given to the other party no later than September 30.
3. Evaluation of unit members shall be based on the California Standards for the Teaching Profession adopted by the Commission on Teacher Credentialing in January 1997, approved by the State Superintendent of Public Instruction in the same month, and endorsed by the State Board of Education in July 1997. Evaluation shall also be based on performance of site and district responsibilities and non-instructional duties.
4. Previously negotiated Option B will be available at all sites to teachers with permanent status who have received a satisfactory review by an administrator through Option A.

5. Evaluations shall be based on classroom observations, evaluation conferences, other direct evaluator observations, and other substantiated, relevant and material information as described in Articles XI and XIV.
6. In this process of evaluation, the evaluator shall consider the lack of adequate materials provided the unit member as a factor that may hinder the member's performance or the achievement of his/her objectives. The evaluator shall not consider any of the following:
  - a. The personal life or opinions of a unit member unless it prevents him/her from performing his/her duties.
  - b. Unsubstantiated comments of a classroom aide or student teacher.
  - c. Poor performance by a student teacher.

## B. EVALUATION ACTIVITIES

1. Probationary and temporary teachers will be observed at least twice prior to February 15 each year. Permanent employees will be observed at least once every other year prior to April 1.
2. The evaluator will schedule a pre-observation conference based on Form 2 prior to each formal observation.
3. Except as provided below, classroom observations shall last at least 30 minutes; shall be made known to the unit member at least one day prior to their occurrence, shall ordinarily be two in number; and shall be followed by an observation conference within three work days of the observation. The conference may be scheduled for a later time by mutual agreement. With agreement of both a permanent unit member and the evaluator, the number of pre-announced observations may be reduced to one in cases of obviously satisfactory performance by the unit member.
4. Beyond the minimum number of pre-announced observations, a reasonable number of unannounced observations may also occur. If the evaluator observes anything negative in an unannounced observation, it must be communicated in writing to and discussed with the unit member in a timely manner.
5. A unit member who receives a negative observation report shall have, upon request of either the evaluator or unit member, a reasonable number of additional observations, observation conferences, and reports. Such entitlement includes a pre-observation conference and a post-observation report.
6. Whenever a unit member is rated "needs improvement" on any of the eight standards, the evaluator shall assist the unit member in correcting any cited deficiencies. In assisting the unit member, the evaluator may:

- a. Make specific recommendations for improvement.
  - b. Provide direct assistance to implement such recommendations.
  - c. Provide additional resources to assist with improvement.
  - d. Select techniques to measure improvement.
  - e. Develop a time schedule to monitor progress.
7. Any deficiencies which may have been brought to the attention of the unit member and subsequently corrected shall be noted as such on the final evaluation form.
  8. A unit member shall be rated "unsatisfactory" in any standard if he or she receives unsatisfactory ratings in two or more of the elements of that standard. Members receiving "unsatisfactory" ratings on two or more standards shall be given an overall annual rating of "unsatisfactory."
  9. Whenever a unit member receives an overall annual rating of "unsatisfactory" based upon Standards 1 through 5, the evaluator shall refer the unit member to the PAR program as described in Article IX of this contract.

#### C. WRITTEN EVALUATION REPORTS

1. All formal observations shall be reduced to writing, using Form 3 in Appendix A. The evaluator shall use Form 4 in Appendix A for annual evaluations. The evaluator will give the evaluatee copies of all completed forms.
2. Signature of the evaluatee on the report shall not imply either agreement or disagreement with the content of the report.
3. If the evaluatee is in disagreement with the content of the report, a statement may be appended which will become a permanent part of the evaluation report.
4. Evaluation reports filed in the District Office will contain no statement that has not been made available to the person evaluated prior to its being placed in the evaluatee's personnel file.

#### D. REMEDIAL ACTION

1. The evaluator is responsible to recommend specific corrective actions or techniques to the evaluatee regarding any observation or report of unsatisfactory conduct or performance.
2. The evaluatee and the evaluator will mutually agree upon the amount of time to remedy a situation which requires improvement before the next formal observation or evaluation conference or report. Upon failure to agree, the disagreement will be resolved by the Superintendent or his/her designee. The

employee may respond in writing if he/she does not agree with the Superintendent's decision.

3. In the event that remedial action results in satisfactory improvement or elimination of the problem by the evaluatee, the evaluator shall so note on the final evaluation form.

## E. EVALUATION PERIODS

### 1. Pre-evaluation Preparation

- a. Appropriate evaluation forms, approved by the District and Association, shall be given to certificated personnel at a staff meeting within the first month after the opening of school.

### 2. Preliminary evaluation conference

- a. The purpose of the pre-evaluation conference is for the evaluatee and evaluator jointly to review program, assess needs, establish an evaluation focus and set goals. They may select one to three standards as specific areas of focus. If they are unable to agree on the focus areas, each party may select one standard. In any case, unit members are responsible for satisfactory performance in all eight standards.
- b. The pre-evaluation conference for probationary teachers will take place prior to October 15 of each year. For permanent employees, the pre-evaluation conference will take place prior to November 30.
- c. Prior to the preliminary conference, the evaluatee will have developed and recorded, on District forms 1a and 1b, standards of expected personal and professional growth and progress for the students. Techniques for assessment of student progress in the basic subject areas must also be identified by the evaluatee.
- d. Additional information will be presented regarding:
  1. Criteria to be used in the evaluation process.
  2. Steps to be included in the evaluation process.
  3. Provisions for support services and follow-up counseling.
  4. Opportunity for the evaluatee to append a statement to the evaluation report, if desired.
- e. The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.

### 3. Mid-Year Conference Period

- a. A mid-year evaluation conference shall occur and a mid-year evaluation form shall be completed for all probationary employees prior to February 28 each year. For permanent employees, a mid-year evaluation conference and a mid-year evaluation form shall be completed upon request of either the evaluator or evaluatee; the evaluator shall schedule a mid-year evaluation conference and complete a mid-year evaluation form if he or she has any evidence, which may lead to an "unsatisfactory" annual evaluation.
- b. The purpose of this conference is for the evaluatee and evaluator to discuss progress, problems, assistance needed, or revisions to the performance plan. Based upon the evaluation progress and performance of the teacher, the evaluator may waive this conference.
- c. The evaluator will provide the evaluatee with a copy of the completed mid-year evaluation form, including any recommended plan for improvement or modification to an improvement plan.
- d. During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation process. If such revision is necessary, the evaluator and evaluatee shall attempt by mutual agreement to establish a revised evaluation process.
- e. The evaluatee shall be given an opportunity to prepare a written comment within ten days of receipt of the mid-year conference evaluation form. Such written comment shall be attached to the report and placed with it in the evaluatee's personnel file.
- f. Nothing contained in this Section G shall restrict the District's rights under Education Code Section 44929.21: Districts with Daily Attendance of 250 or more; Permanent Employee Classification; Notice of Reelection.

### 4. Final Evaluation Period

- a. All teaching personnel being evaluated will have an evaluation conference at least 30 calendar days prior to the last school day of the school year.
- b. In the final evaluation conference, the evaluator will present the evaluatee with a written evaluation of performance on the District form, a copy of which is included in Appendix "A" for reference.
- c. An evaluatee may prepare a written response to the evaluation and file the written response with the evaluator and the District office within ten days of

receipt of the final evaluation. Such written response shall be attached to the Annual Evaluation Report and placed with it in the evaluatee's personnel file.

#### F. STUDENT EVALUATION

On a voluntary basis, teachers will ask for a Student Review of Faculty Performance. The suggested form is attached as Appendix C.

#### G. REVIEW OF EFFECTIVENESS

The District and Association agree to review the effectiveness of this article during the 2005-06 school year and make any changes they mutually agree will be beneficial prior to the 2006-07 school year. Standards 7 and 8 will sunset on June 30, 2007, unless agreement has been reached by that date to modify or extend them.

#### H. DISTRICT FORMS

The District will make all forms referenced in this article available in an electronic format. The format may be modified as necessary for ease of use.

## **ARTICLE IX**

### **PEER ASSISTANCE AND PEER REVIEW (PAR)**

#### **A. PURPOSE**

1. The Black Oak Mine Teachers Association and the Black Oak Mine Unified School District 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. A Peer Assistance and Review Program is hereby established. Participating teachers in the peer assistance program are valuable professionals who will have resources available to them in the interest of improving performance as measured by the California Standards for the Teaching Profession.
2. Based on available funding and resources, services under this article will be offered to unit members in the following order of priority:
  - 1st Permanent teachers referred for participation as a result of an unsatisfactory evaluation
  - 2nd Probationary teachers eligible for the BTSA Program
  - 3rd Staff development for individuals or groups of teachers, including permanent teachers who volunteer to participate in the PAR Program, temporary employees and probationary employees not eligible for BTSA who volunteer for peer assistance
  - 4th Curriculum development
3. The parties agree that this Article may be reopened at any time by either party.

#### **B. JOINT PANEL**

1. The Joint Panel shall consist of five members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association. Two members shall be administrators appointed by the Superintendent or his/her designee.
2. Teacher members of the Joint Panel shall serve staggered two-year terms, except that in the first year the term of one teacher shall be one year. The successor of each teacher shall serve a two-year term. Administrator members of the Joint Panel shall serve the length of time determined by the Superintendent and may be removed and replaced by the Superintendent at any time.
3. Actions of the Joint Panel shall require the affirmative vote of at least three

members.

4. The Joint Panel shall establish its own meeting schedule. To meet, at least three of the members of the Joint Panel, including at least two teachers and one administrator, must be present.
5. Teachers who are members of the Joint Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. Members of the Joint Panel shall be paid according to the Extra Services salary schedule.
6. The Joint Panel shall be responsible for the following:
  - a. Establishing all necessary Rules and Procedures to effect the provisions of this Article, including the method for selection of a Chair. 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.
  - b. Ensuring that copies of the adopted Rules and Procedures are available to all bargaining unit members and administrators.
  - c. Selecting trainers and providing training for the Joint Panel members, Consulting Teachers and Participating Teachers.
  - d. Establishing a procedure for application as a Consulting Teacher.
  - e. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
  - f. Establishing a pool of Consulting Teachers for selection by a Participating Teacher.
  - g. Determining the number of periodic reports required from Consulting Teachers and meeting with Consulting Teachers as required to discuss their reports.
  - h. Reviewing, approving and renewing assistance plans proposed by Volunteer Participating Teachers.
  - i. Monitoring the progress of Referred Participating Teachers, reviewing the final report prepared by the Consulting Teacher, and making recommendations to the District Board of Trustees regarding each Referred Participating Teacher, including forwarding to the Board the names of Referred Participating Teachers who, after sustained assistance by a Consulting Teacher or Consulting Teachers, have not demonstrated satisfactory improvement. At least five teacher work days before the Joint

Panel submits any report regarding a Referred Participating Teacher to the Board of Trustees, the report will be provided to the Referred Participating Teacher, the site administrator, the Superintendent and the Consulting Teacher.

- j. Evaluating annually the performance of each Consulting Teacher. The Panel will provide this written evaluation to the Consulting Teacher. The Panel's evaluation of the Consulting Teacher shall not be made part of the Consulting Teacher's personnel file except upon the written request of the Consulting Teacher.
  - k. Evaluating annually the impact of the PAR program in order to improve the program.
7. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.
8. Consulting Teacher and members of the Joint Panel shall receive from the District legal protection against liability for their participation in this program to the same extent as any other certificated employees engaged in a work assignment. They are entitled to defense and indemnification for activities performed as part of the PAR Program, as set forth in applicable provisions of the California Government Code, e.g., Division 3.6 (commencing with Section 810) of Title 1 of the Government Code.

### C. PARTICIPATING TEACHERS

- 1. A 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.
- 2. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program.
  - a. 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 Participating Teacher may terminate his or her participation in the PAR Program at any time.
  - b. Volunteer Participating Teachers shall be paid according to the Extra Services Salary Schedule.
- 3. A Referred Participating Teacher is a teacher with permanent status who

participates in the PAR program as a result of an unsatisfactory evaluation.

- a. Criteria for referral may include the progress of pupils toward the standards of expected pupil achievement established by the BOMUSD Board of Trustees, and, if applicable, the state-adopted academic content standards. In addition, teacher referral may be based on the California Standards for the Teaching Profession, including engaging and supporting all students in learning, creating and maintaining effective learning environments, understanding and organizing subject matter for student learning, planning instruction and designing learning experiences, and assessing student learning. Areas of need such as habitual tardiness or excessive absences do not qualify a teacher to be referred to the PAR program.
4. Each participating Teacher may select his or her Consulting Teacher from a pool of Consulting Teachers provided by the Joint Panel.
5. A Referred Participating Teacher may at any time present reasons in writing to the Joint Panel why a specific Consulting Teacher should be replaced. The Joint Panel shall consider any such request.
6. At the discretion of the Joint Panel, a different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested by the Participating Teacher or the Consulting Teacher.
7. 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 Panel.
8. The Participating Teacher has the right to be represented throughout these procedures by an Association representative.
9. The Consulting Teacher shall file a final report with the Joint Panel within eighteen months of the time a Referred Participating Teacher is notified by the Joint Panel of participation in the PAR program. The Joint Panel may direct the Consulting Teacher to file a final report at an earlier date.
10. A Participating Teacher may grieve any violation of the procedures prescribed by this Article or the Rules and Procedures adopted by the Joint Panel. If such grievance is not settled at steps two as described in Article VI (Grievances) of this contract, it shall be submitted to binding arbitration. There shall be no right to grieve the perceived quality of assistance, the content of reports by the Consulting teacher, or decisions of the Joint Panel.
11. When a referred Participating Teacher has completed an assistance plan in the Peer Assistance and Review Program and the Joint Panel has reported to the

Board of Trustees that the Referred Participating Teacher has made satisfactory progress, that teacher shall not be referred again to the PAR Program until twenty-four months after the Joint Panel's report.

12. Voluntary Participating Teachers may submit a proposal to the Joint Panel for an assistance plan of any duration up to eighteen months. The Joint Panel may approve renewal of assistance plans for Voluntary Participating Teachers for any period up to an additional eighteen months.

#### D. CONSULTING TEACHERS

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.
  - a. A Consulting Teacher shall be a credentialed teacher with permanent status and regular responsibility for instructing students.
  - b. A Consulting Teacher shall have substantial recent experience in classroom instruction.
  - c. A Consulting Teacher 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.
  - d. A Consulting Teacher shall demonstrate ability to support teacher colleagues.
  - e. No elected officer of BOMTA shall be a Consulting Teacher for a Referred Participating Teacher.
  - f. No member of the Joint Panel shall serve concurrently as a Consulting Teacher.
  - g. Prior to assignment to work with a Participating Teacher, each Consulting Teacher shall complete a training program approved by the Joint Panel. Potential Consulting Teachers shall be paid for this training according to the Extra Service Salary Schedule.
2. Consulting Teachers shall be selected by a majority vote of the Joint Panel. At least one of the majority must be an administrator.
3. Each time a teacher applies for additional terms as a Consulting Teacher, he or

she must meet all the conditions and requirements set forth in paragraphs (1) and (2) above.

4. The District and the Association seek to minimize the amount of instructional time the Consulting Teacher misses due to his/her work with a Participating Teacher. The Consulting Teacher will need pre-approval of the site administrator for release time. The release time for a Consulting Teacher working with a Referred Participating Teacher will not exceed a total of four full days, eight half days or any combination thereof, in any school year. The release time for a Consulting Teacher working with a Voluntary Participating Teacher will not exceed a total of two full days, four half days or any combination thereof, in any school year.
5. The Joint Panel will determine a process for prorated compensation of the Consulting Teacher in the event the services of the Consulting Teacher are no longer required for any reason, including resignation of the Participating Teacher, conflict between the Participating Teacher and Consulting Teacher, or change in the duration of the assistance plan.
6. No person shall continue as a Consulting Teacher if appointed to an administrative position in the District. For two (2) full years after serving as a Consulting Teacher, a Consulting Teacher who accepts appointment to an administrative position in the District may not evaluate the Participating Teacher to whom he or she provided assistance, unless the Participating Teacher agrees to be evaluated by the former consulting Teacher.
7. 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 be paid according to the Extra Service Salary Schedule.
8. Consulting Teachers shall have responsibility for no more than two (2) Participating Teachers. Each Referred Participating Teacher shall receive no less than fifty (50) hours of assistance per year 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.
9. The Consulting Teacher shall meet with each Referred Participating Teacher and the site administrator to discuss the PAR Program and to develop jointly a written assistance plan including performance goals consistent with the California Standards for the Teaching Profession. The plan shall specifically address those performance areas rated "unsatisfactory" in the evaluation that resulted in referral to the PAR Program.
10. The Consulting Teacher shall conduct multiple observations of the Participating

Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences. The Joint Panel may specify observation techniques and assessment instruments for use by the Consulting Teacher.

11. At the request of the Consulting Teacher and with the prior approval of the site administrator another observer may be utilized to assist the Consulting Teacher.
12. The Consulting Teacher shall monitor and document the progress of the Referred Participating Teacher toward meeting written performance goals and shall provide observation records and periodic written reports to the Referred Participating Teacher for discussion and review. The Consulting Teacher shall provide copies of these documents to the Joint Panel as requested and shall meet with the Joint Panel as required.
13. 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, or until the Joint Panel decides that further assistance will not be productive.
14. The Consulting Teacher shall prepare a final written report describing the measures of assistance provided to the Referred Participating Teacher and the results of the assistance in meeting the performance goals set forth in the assistance plan. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher at least five teacher work days before it is submitted to the Joint Panel. The Referred Participating Teacher shall have the right to submit a written response within twenty (20) days. Any written response will be attached to the final report and retained in the Participating Teacher's personnel file. The Referred Participating Teacher shall also have the right to speak at a meeting of the Joint Panel, and to be represented at this meeting by an Association representative.
15. The performance goals and assistance plan listed in (10) above and the final written report by the Consulting Teacher listed in (15) above shall be placed in the Referred Participating Teacher's personnel file.
16. A Consulting Teacher is a peer assistant, not an evaluator. During and after the Participating Teacher's assistance plan in the PAR Program, the District retains the right to follow regular evaluation procedures for the Participating Teacher.

#### E. BEGINNING TEACHER SUPPORT AND ASSESSMENT PROGRAM (BTSA)

1. The District and Association agree to participate in the El Dorado County Office of Education (EDCOE) Beginning Teacher Support and Assessment Program. All language in this section is contingent upon continued State and County funding and program regulations as of the 1999-2000 school year. Any impacts

of changes at the State or County level to the language in this section will require further negotiations.

2. Beginning Teachers are credentialed teachers in their first or second year in the teaching profession.
3. A Support Provider is a teacher who provides assistance to a Beginning Teacher pursuant to the BTSA Program. The qualifications of a Support Provider are:
  - a. Demonstrates the skills, abilities and knowledge of the California Standards for the Teaching Profession through his/her own best practices.
  - b. Demonstrates professional interest in working with beginning teachers on professional development.
  - c. Works and communicates effectively and openly with adult learners including colleagues.
  - d. Is open to learning and is thoughtful and non-judgmental in dealings with less experienced professionals.
  - e. Is able to meet deadlines, write written reports, and give careful attention to details.
4. Support Providers shall be selected by the Professional Development Team through an application process, based on criteria in E.3., above.
5. Teachers who attend the majority of their Support Provider training outside of the school day will receive a one time training stipend. The training stipend shall be paid according to the Extra Services Salary Schedule.
6. Duties of the Support Provider are:
  - a. Complete the CFASST training to acquire the skills necessary for formative assessment including the use of portfolios.
  - b. Develop a sustained and thoughtful mentoring relationship with each beginning teacher, characterized by openness, listening, sharing, and reflection (minimum of 2 hours/per week for the first semester and 1 hour per week thereafter.)
  - c. Provide on-site support to the beginning teacher by providing guidance, assistance, and information that builds on preservice education and leads the beginning teacher to effective professional practice.
  - d. Observe beginning teachers utilizing the California Formative Assessment System for Supporting Teachers (CFASST) and engage in reflection with the beginning teacher based on observation data.
  - e. Work with each beginning teacher to develop an Individual Induction Plan based on the California Standards for the Teaching Profession and assist the teacher in making periodic adjustments to the plan after receiving feedback from formative assessments.
  - f. Assist beginning teachers in developing and maintaining a professional

portfolio to be used in formative assessment and developing professional goals.

- g. Confer with experienced colleagues and the BTSA coordinator and local school leaders as appropriate to assist with beginning teacher support.
  - h. Maintain confidentiality and a professional relationship with beginning teachers.
  - i. Participate in support and training activities for beginning teachers when appropriate.
  - j. Participate in evaluation and reporting processes at the District, County and State level.
7. In addition to the regular salary, a Support Provider shall be paid according to the Extra Services Salary Schedule.
  8. The BTSA Coordinator is a current Support Provider who is responsible for attending EDCOE BTSA Coordinators meetings, communication between the County and District program, supporting district BTSA Support Providers, and assisting the Director. The Coordinator shall not engage in either management, supervisory, or evaluative functions. In addition to the regular salary, the BTSA Coordinator shall be paid according to the Extra Services Salary Schedule.
  9. The District BTSA Director (a member of the management team), in consultation with the Coordinator, Support Providers and other administrators; will match Support Providers and Beginning Teachers. If requested by a Support Provider, Beginning Teacher, or Coordinator, the Director will intervene in a Beginning Teacher - Support Provider Relationship. Intervention strategies may include facilitating a meeting, further training, or a change in Support Provider. The Director shall work with all parties to ensure that the confidential aspects of the Beginning Teacher-Support Provider relationship are not compromised, particularly as it relates to the personnel evaluation of the Beginning Teacher.

#### F. Instructional Leadership Team (ILT)

1. The District and Association agree to offer a program that provides teacher leadership in the district professional development program. Depending upon state funding, the selection committee defined in E, 4 will select up to 5 full-time equivalent teachers to serve on the Instructional Leadership Team per site and up to 1 member from each alternative school will also be selected to serve (Divide High, Independent Study, Otter Creek). The minimum number of teachers serving on the ILT shall not drop below 5% of the bargaining unit.
2. The Instructional Leadership Team, working with District administration, is responsible for organizing and implementing a professional development program which improves the District educational program while building the instructional and curriculum leadership capacity of teachers. The Professional Development Program is built upon assessment of teacher needs and along with

district mandates and initiatives. The Instructional Leadership Team meets regularly to facilitate staff development days; implement professional learning communities at each school site and may provide summer, after school and weekend staff development; and connect teachers with County, State, regional and other opportunities outside of the District.

3. A member of the Instructional Leadership Team is a credentialed teacher who has met the following general qualifications:
  - a. Credentialed classroom teacher with permanent status and at least two years employment in the District.
  - b. Demonstrated exemplary classroom performance.
  - c. Recommendation of peers and/or administrator
  - d. Desire to work as part of a team to support District change efforts and the professional development of teachers.
4. An application procedure will be established. A selection committee will be established. The majority of the committee shall be teachers, selected through an election by their peers. The remainder of the committee will be administrators. The committee will review application materials and may meet/interview candidates and/or observe candidates. The committee will recommend Instructional Leadership Team candidates to the Board of Trustees through a majority vote. In an attempt to distribute leadership across the bargaining unit, Department Chairs at Golden Sierra High School may not concurrently serve on the Instructional Leadership Team.
5. Instructional Leadership Team members serve two year terms. Instructional Leadership Team members who receive excellent evaluations shall be offered the opportunity to serve an additional year on the Instructional Leadership Team without reapplying. There are no term limits, but each Instructional Leadership Team member must reapply at least once every three years.
6. In addition to the regular salary, an Instructional Leadership Team member shall be paid according to the Extra Services Salary Schedule.

#### G. VOLUNTARY PROFESSIONAL DEVELOPMENT DAYS

1. It is the intent of the parties that the District offer seven three-hour collaboration days to support the professional development needs of staff in each year of the contract.
2. Employees will be paid at their usual daily rate – on a pro-rated basis for the number of hours they work beyond their contract day for participation in voluntary collaboration days – not to exceed three hours per day, or 21 hours in total.
3. For the 2009-10 school year, there will be seven three hour collaboration days.

4. If funding provided by the Professional Development Block Grant is insufficient, or the district is unable to financially sustain the program – after the professional development block grant is rolled into a flexible program (Tier III), and the district can no longer afford to fund this program, the district may reduce or eliminate the seven collaboration days or parts thereof in consultation with the bargaining unit.

#### H. BUDGET

1. Funds received from the State under the Peer Assistance and Review Program shall be expended for:
  - a. Implementation of the Peer Assistance and Review Program;
  - b. The Beginning Teacher Support and Assessment (BTSA) Program;
  - c. Any program that supports the training and development of new teachers;
  - d. Professional development or other educational activities previously provided under the Mentor Teacher Program, including the Instructional Leadership Team Program.
2. Expenditures for the PAR Program shall not exceed revenues received from the State for the PAR Program.

## **ARTICLE X**

### **PERSONNEL FILES**

- A. There shall be a single personnel file for each unit member which shall not include any medical information, and shall be contained in a separate medical file.
  - 1. A working file consisting of evaluations and/or documentation from the previous and current years may be maintained by the school principal to assist in the evaluation process. Such a file must be secure, confidential, and available for inspection by the unit member.
- B. Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved.
  - 1. Upon written authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file.
  - 2. Material which may be excluded from inspection shall be limited to ratings, reports, or records which were obtained prior to the employment of the unit member involved or prepared by committee members or individuals for promotion.
  - 3. Unit members shall have the right to inspect personnel files during normal business hours of the District office. This inspection shall occur in the presence of the designated personnel technician.
    - a. Upon request, a copy of any documents available for inspection in the personnel file will be made available to the unit member by the District.
- C. Information of a derogatory nature, except material excluded in accordance with Section B.2., above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.
  - 1. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours.
  - 2. Upon mutual agreement of the unit member and his/her administrative supervisor, the unit member shall be released from duty for preparation of comments in response to the material and/or statement. Comments to be added by the unit member must be received in the office of the District Personnel Services Coordinator within ten days of the unit member's review.

3. No derogatory material shall be entered into a unit member's personnel file unless it has first been verified by a thorough investigation.
- D. All material placed in a unit member's personnel file shall be dated and signed by the unit member and the person who caused the material to be prepared, stamped and dated upon entry. A unit member's signature does not necessarily mean the unit member agreed with the content of the materials, but that they have received notice of the material being added to their file.
- E. Access to a unit member's personnel file shall be limited to the unit member, his/her representative (who shall be with the employee or have written authorization from the unit member) and District administration or designee, on a "need to know" basis.
1. Access authorization must be obtained from either the Superintendent or his/her designee or designated confidential employee.
  2. The contents of all personnel files shall be kept in strictest confidence.
  3. The District shall keep a log indicating the persons (other than confidential employees, District office administrative employees, District legal counsel, and any District benefits consultant) who examined a personnel file as well as the date of such examination.
  4. Such a log shall be available for examination by the unit member or his/her authorized Association representative.
  5. The review of personnel files by all parties, except confidential employees, District office administrative employees, and District legal counsel, must be in the presence of the designated confidential employee.

## ARTICLE XI

### INTERMEDIATE DISCIPLINE

#### A. NON-EXCLUSIVE

Intermediate discipline under these provisions shall not be exclusive but shall be in addition to those disciplinary actions permitted under the California Education Code.

#### B. JUST CAUSE

Disciplinary action shall be for just cause and through due process.

#### C. REPRESENTATION

A unit member may request Association representation at Step 1 of the Progressive Discipline procedure (E.1. - Step 1, below) or earlier, and shall be advised of that right by the supervisor/designee no later than Step 1.

#### D. DISCIPLINE

Discipline imposed under these provisions shall be appropriate to the offense and may include oral warning, written reprimand, and suspension with or without pay. "Without pay" shall mean a unit member's per diem wage not including fringe benefits.

#### E. PROGRESSIVE DISCIPLINE

1. The primary purpose of intermediate discipline is to attempt to resolve and remediate the alleged misconduct at the earliest step of intervention. Discipline shall be progressive as follows:

**Step 1 - Oral Warning:** An oral warning for an infraction, following a thorough investigation by the supervisor/designee and a conference with the unit member. A written statement will be provided to the unit member confirming the warning and advising that future similar behavior will result in possible further discipline.

**Step 2 - Written Reprimand:** A written reprimand for repeated infractions or more severe violations. The written reprimand shall follow a thorough investigation by the supervisor/designee and a conference with the unit member. A copy shall be placed in the unit member's personnel file.

**Step 3 - Suspension:** Except in cases of egregious or gross misconduct, a suspension without pay shall be ordered only after the employee has been given an oral warning with written confirmation and a written reprimand upon the

occasion of an infraction similar or of the same kind, within 12 months of the first infraction for which personnel action was taken as defined in Step 1, above. Any such suspension shall be based upon a thorough investigation by the supervisor/designee.

In the cases of egregious or gross misconduct or if the District believes the unit member's conduct may constitute a hazard or possibility of a hazard to student(s), employee(s), or property, the District may impose a suspension with or without pay to be served immediately. The District may waive both Steps 1 and 2, above, including timeliness, notice, and conference.

- F. Any suspension pursuant to this Article shall mean suspension without pay for up to, but not more than, fifteen working days.
  - 1. If a notice of suspension is given, the employee shall have five days (see definition in Section A.5. of Article VI) from the receipt of the notice to file a written notice of appeal with the Superintendent.
  - 2. Suspension will take place immediately unless the unit member provides notice to the Superintendent of appeal as delineated in G., above.
  - 3. The failure of an employee to request an appeal within the time specified shall constitute a waiver of the right of appeal.
  - 4. Any appeal shall begin at level three of the grievance procedure.
- G. At the written election of the employee filed with the Superintendent in the notice of appeal, with approval of the Association, an appeal may be made to the Board of Trustees or to an outside arbitrator. Decisions of either shall be binding. Once the employee has notified the District of the option, if any, he/she wishes to pursue, the other option shall not be available to the employee for that particular action.
- H. All costs for the services of the arbitrator including, but not limited to, per diem expenses, travel, and subsistence shall be shared equally by the parties. All other costs, except for release time for the unit member involved, Association representative(s) and witnesses, shall be borne by the party incurring them.
- I. Upon mutual agreement between the parties, any arbitration proceeding may be conducted pursuant to the Expedited Labor Arbitration rules of the American Arbitration Association.

## **ARTICLE XII**

### **DUTIES AND RESPONSIBILITIES**

- A. The workday for classroom teachers will consist of 7 ½ hours per day and will include the hours for their instructional assignment, their assigned preparation time, a duty free lunch time and a reasonable time before and after their assigned school day for the performance of non-instructional professional duties such as individual preparation, general supervision of students, parent conferences and tutorial assistance to students. This provision is declaratory of existing practice.
1. Employees are to be provided at least 30 minutes of duty-free lunch per day.
  2. The workday shall be in effect on minimum days and student non-attendance days.
- B. All unit members teaching in grades 7 through 12 will be provided a conference/preparation period as mutually determined at each site by administration and staff.
- C. Teachers who accept an assignment to teach an extra period will be paid a pro-rated percentage of their contracted salary.
- D. Upon mutual agreement of the unit member and the principal, a unit member may provide instruction during preparation periods without an adjustment of salary.
- E. All unit members teaching in grades 1 through 6 will be provided an equivalent of a daily 40 minute conference period for a total of 200 minutes for a 5 day week. Every reasonable effort will be made to have this preparation period daily.
- G. DAYS
1. The school calendar, consisting of 185 duty days, shall be negotiated yearly with the Association by May 1 as required by law.
  2. The dates and structure of in-service days shall be determined by the Professional Development Team and the District Administration.
- H. MEETINGS
1. At all school sites staff meetings will normally not exceed 120 minutes per month on student attendance days, nor exceed 60 minutes per meeting. Additional meetings during a month may be scheduled for mandatory attendance of all staff, based upon the need mutually determined by the administrator and staff at the school.

2. Other school site meetings may be scheduled for groups of unit members, such as departments or grade levels, for mandatory attendance of affected staff, based upon the need mutually determined by the administration and the affected staff at the school.
3. District meetings or committee work beyond the "work day" will be encouraged for site representation but will be considered voluntary.
4. Open house, Back-To-School, parent conference, and IEP meetings are considered to be professional responsibilities. Every effort will be made to hold IEPs, SSTs, and 504 meetings during the school day. If administration requires employee attendance during a staff member's prep period, the employee shall be paid at the Supplemental and Other Hourly Assignment rate of pay.

I. EXTRA-CURRICULAR ADJUNCT DUTIES

1. Adjunct duties will be assigned by the school administration in a manner that is reasonable and equitable.
2. Unit members missing an assigned activity will be reassigned an activity by the school administration. If unable to supervise an assigned activity, unit members are responsible to notify the administration as soon as possible. Members are responsible to find coverage and gain approval of the exchange prior to the event except in case of emergency.
3. No teacher will be required to accept extra-curricular stipend assignments as a condition of employment in the District, with the exception of a first year teacher who agreed upon hire to accept an extra-curricular stipend assignment. Drama and music productions will be expected to be directed by the drama and music teachers, respectively, each year with pay as given in Appendix B.

J. CONFIGURATION OF THE SCHOOL DAY

1. Unit members from the school site shall have the opportunity to participate in developing recommendations regarding yearly changes in the structure of the school day.
2. Administrative initiated recommendations for changes in the configuration in the school day shall be referred to the unit members at the affected school site. A 60% vote of the affected unit members shall be required in order to maintain the status quo. Votes shall be cast by secret ballot at a scheduled staff meeting. Staff initiated recommendations for changes in the configuration of the school day must meet with the approval of the site administration prior to implementation.

- a. After implementation of a change in the workday, the change shall be reviewed and evaluated by affected staff. Changes are subject to reconsideration upon petition of one-third of the unit members at the school site.
  - b. Generally, changes shall be implemented at the beginning of the school year, with the decision making occurring in a timely manner the previous year. Changes may be implemented at other times during the year as long as the process herein is maintained.
  - c. The District must meet and negotiate the impacts and effects, if any, of such changes, if requested by the Association, within 30 days of the decision. No change shall be implemented until such negotiations are completed.
- K. The District shall work cooperatively with unit members on the assignments of student teachers from local training institutions. No student teacher shall be assigned to work with a unit member without the unit member's approval.

## ARTICLE XIII

### LEAVES

#### A. LEAVE RIGHTS

1. The leave benefits which are expressly provided for in this section are the sole leave benefits which are part of this collective agreement. Nothing stated above shall be construed to deprive any unit member of any leave benefit to which he/she is entitled under the Education Code or other state and federal laws.
2. Unit members on a fully paid leave of absence shall continue to receive health and welfare benefits and retirement credit in the same amounts as if they were not on leave.
3. Unit members who go on unpaid leave of absence during the course of the school year (185 days of normal service) shall receive their health and welfare benefits for the balance of that pay period (month). Thereafter, they shall, upon approval of the District health/benefit carrier, be allowed continued benefits at their own expense.
4. A unit member returning from a paid or unpaid leave of 91 work days or less if the position was filled by a substitute or temporary teacher, shall be entitled to return to the same position and assignment he/she had prior to the leave.
5. A unit member returning from a paid or unpaid leave of more than 91 work days shall be assigned to a position by the District, in accordance with Article 7 (Assignment, Transfer, and Reassignment).
6. Unit members who work less than full time shall be entitled to accumulate and use illness/injury leave for all such services at a rate that is in the same proportion to the full time entitlement as their part time employment bears to full time employment.
7. The District shall provide each unit member once each year with an accounting of the number of days of illness/injury leave he/she has accumulated.

#### B. ABSENCE DUE TO ILLNESS, INJURY, OR QUARANTINE

1. Full time unit members shall be entitled to ten days of leave with full pay for each school year for purposes of personal illness or injury or in cases of quarantine.
2. When an employee is absent from his/her duties on account of illness or accident for a period of five school months or less, whether or not the illness or accident arises out of or in the course of employment, the amount deducted from the

employee's salary for leave purposes shall not exceed the amount actually paid a substitute employee, or if no substitute was employed, the amount that would have been paid a substitute. In no event shall the employee receive less than 50% of his/ her daily rate during such period. The five month period stipulated herein begins running upon the 11th day of absence during the school year and runs concurrently with the use of accrued full salary sick leave.

3. If a unit member does not utilize the full amount of leave as provided in Section B.1., above, in any school year, the amount not utilized shall be accumulated from year to year.
4. In the case of quarantine of a unit member's place of residence, the unit member shall be allowed full pay during the period of enforced quarantine, even though this is greater than the unit member's accumulated sick leave.
5. In cases of extended and/or repeated absences, the District may require the employee to furnish a written verification of illness from a physician or practitioner.
6. The District shall have the right to have provided by the unit member's physician or practitioner, notification of ability to return to work in cases where physical capacity to work or cessation of periods of contagion are in question.
7. Unit members shall make every reasonable effort to schedule medical and dental exams or other health services on other than school time.

#### C. PARENTAL LEAVE

1. A unit member shall have rights to utilize illness/injury leave provided for in this Article and the benefits provided for by the Education Code for absences necessitated by pregnancy, miscarriage, childbirth and recovery there from.
2. When a unit member takes parental leave for the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member, and the unit member exhausts all available sick leave, the employee will be paid no less than 50% of his/her regular salary for the remaining portion of the 12-work week period of parental leave.

#### D. PERSONAL NECESSITY LEAVE

1. A unit member may use during a school year, after notification and review by the district designee, any days of accumulated sick leave benefits in case of personal necessity.

2. Unit members shall notify their immediate supervisor on the appropriate District form as soon as the reason for the request is known, and in all cases at least two days prior to the date of the leave except when extenuating circumstances make this reasonably impossible.
3. Personal necessity leave shall be defined as death or serious illness of a member of the unit member's immediate family or an accident which is unforeseen involving the unit member's immediate family or his/her property. Members of the employee's immediate family are: spouse, father, mother, stepparents, children, sister, brother, aunt, uncle, niece, nephew, grandfather, grandmother, grandchildren, son-in-law, daughter-in-law, stepson and stepdaughter. In addition, the following relatives of an employee's spouse are defined as immediate family: father, mother, stepfather, stepmother, children, sister, brother, aunt, uncle, niece, nephew, grandfather, grandmother, and grandchildren. Any permanent member of the employee's household is considered immediate family.
4. Compelling personal importance leave of five days per year will be granted upon request as part of the days of personal necessity leave, provided the unit member signs an agreement that the leave was necessitated by a matter of compelling personal need and provided that under no circumstances shall such leave be used for purposes which can be taken care of outside of work hours.
  - a. Compelling personal importance leave may not be used for purposes of concerted activities against the District, for transportation before or after school recesses, nor is it granted for purposes of engaging in non-District employment.
5. In the event a unit member has no accumulated sick leave, the Superintendent or designee may grant personal necessity requests. Denial of a unit member's request shall not be made for punitive, arbitrary or capricious reasons. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid a substitute.
6. Personal necessity leave includes up to ten days per year to appear in court as a witness or a litigant pursuant to an official court order or notice. Any compensation, less mileage and parking fees, shall be endorsed over to the District. It is the teacher's responsibility to notify the site administrator of planned absences.

#### E. BEREAVEMENT LEAVE

1. A unit member shall be granted leave of absence for the death of any member of

the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three days, unless travel of more than two hundred miles is required, in which case the length of the leave shall be five days.

2. Immediate family shall include, but not be limited to the following: mother (stepmother), mother-in-law, father (stepfather), father-in-law, husband, wife, son (stepson), daughter (stepdaughter), brother, sister, grandparent, legal guardian, foster children, grandchild of the unit member or spouse, or any person living in the immediate household of the unit member.

#### F. JURY DUTY

1. Unit members shall be granted leave, without loss of pay, to serve as a juror.
2. Any compensation, less any mileage expenses, received for serving as a juror under this Section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than his/her regular pay.

#### G. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. Employees shall receive leave with pay for industrial accidents or illnesses for which the employee is awarded Workers' Compensation, subject to the following provisions:
  - a. Allowable leave shall be for not more than 60 days during which the schools are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
  - b. Allowable leave shall not be accumulated from year to year.
  - c. Industrial accident or illness leave shall commence on the first day of absence.
  - d. When an employee is absent from his/her duties due to an industrial accident or illness, the employee shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to any temporary disability indemnity under the Labor Code, will result in a payment of not more than his/her full salary. The phrase "full salary" shall be computed so that it shall not be less than the employee's "average weekly earnings" under the Labor Code. The maximum and minimum average weekly earnings set forth in the Labor Code shall otherwise not be applicable.
  - e. Industrial accident or illness leave shall be reduced by one day for each day

of authorized absence regardless of a temporary disability indemnity award.

- f. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave remaining for the same illness or injury.
  - g. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the sick leave and benefits provided in Section B.1. and B.2. of this Article, and for the purposes of these contract provisions, the employee's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. If the employee continues to receive temporary disability indemnity, he/she may elect to take 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.
  - h. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
1. Any employee receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

#### H. FAMILY CARE LEAVE

The District shall provide unpaid family care leave as required by the Federal Family and Medical Leave Act of 1993 and the State Family Care Leave Law (at Government Code Section 12945.2). Due to complexities and inconsistencies in these laws, the provisions of the law are not provided here. Questions from individuals will be answered by the Personnel Services Coordinator.

#### I. SABBATICAL LEAVE

##### 1. Purpose of Leave

The purpose of sabbatical leave is professional improvement of the employee which will result in benefits to pupils and the District. These benefits will come from the two years of required service that the employee will perform upon return from a sabbatical leave.

##### 2. Service Eligibility

An applicant for sabbatical leave must have rendered service in the District for at

least seven consecutive years immediately preceding the sabbatical leave. Not more than one school year's leave, or its equivalent, shall be granted in each seven year period.

3. Limitation on Number of Leaves

Approval of sabbatical leaves, if any, will rest exclusively with the District Superintendent and Board of Trustees, and in no case will the number be greater than two percent of full-time regular certificated teaching staff in any one year.

4. Sabbatical Leave for Study or Travel

Sabbatical leave is for full time study and/or approved travel.

(a) Professional Study

An applicant who submits a detailed program of study for a sabbatical leave of absence shall undertake a full course of study.

(b) Acceptable Travel

An applicant who desires to travel must submit a detailed statement of the proposed itinerary. Travel must be related to the school work of the employee.

(c) The program or statement under (a) or (b), above, shall include plans to increase the teacher's knowledge in all or part of the following general areas:

1. Increased knowledge of the teacher's subject areas.
2. Improvement in teaching techniques.
3. Increased understanding of educational psychology.
4. Attainment of better understanding of the problems of the world.

5. Compensation and Salary Increase

Compensation for teachers shall be fifty percent of whatever the portion of employment/salary the teacher received during the year leave was granted. Benefits paid for all other employees will be paid by the District while the employee is on leave. (Example: Employee A works eighty percent during the 1993-94 school year and is granted a sabbatical for the 1994-95 school year. The employee's compensation during the sabbatical will be fifty percent of an eighty percent contract. The salary will be computed on the 1994-95 salary schedule.)

6. Evidence of Fulfillment of Leave

Before returning to duty, each employee returning from leave shall file with the District Personnel Services Coordinator a transcript of work taken and grades earned, or summary of the trip, together with a statement of the education growth believed to be obtained, and any other evidence that the objectives stated in the employee's application have been met.

7. Length of Leave

A sabbatical leave may be granted for a period of not more than one full school year.

8. Deadline for Applications

Applications for sabbatical leave for the following school year must be filed with the site principal on or before March 1.

9. Criteria for Selection

The criteria shall include:

- a. Program proposed for sabbatical leave.
- b. Value to be received by pupils and school district from leave.
- c. Professional attitude.
- d. Record of performance in school district.
- e. Approval of site principal and District Superintendent.

10. Return to Service

At the expiration of the sabbatical leave, an employee shall be reinstated in a comparable position without loss of status or benefits, as determined by the District. No longevity (step) credit will be given for the year the employee is on sabbatical leave. (Example: Employee B was on Step 7 when the sabbatical was granted in 1993-94. The sabbatical was for 1994-95. The employee would receive fifty percent of the salary the employee would have received on Step 8. When the employee returns from sabbatical leave, the employee remains on Step 8 for the 1995-96 school year.)

11. Posting of Bond

Each employee who is granted a sabbatical leave is required to furnish to the

school district a suitable bond in an amount equal to the total compensation and benefits to be paid to the applicant during said leave of absence. This bond is to be conditioned so as to reimburse the school district for the amount of salary and benefits paid the applicant while on leave in the event the applicant fails to render at least two years service in the employ of the school district following return from the sabbatical leave. The bond shall additionally guarantee performance by the teacher of the contractual agreement for study or travel. The bond shall be exonerated in the event the failure of the employee to return and render two years service is due to death or physical or mental disability of the employee.

12. Method of Payment

Compensation shall be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the District.

13. Effects of Sabbatical Leave on Retirement

The employee's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the employee on sabbatical leave and the District shall continue to pay its legally obligated share. To qualify for full service credit, the employee may elect to pay both the District and the employee contributions based upon full contract salary.

J. Part-Time Teaching With Full Retirement Credit (Willie Brown Act)

Eligible unit members may request a reduction in their workload from full-time to half-time while maintaining full-time health benefits and STRS status for retirement.

1. Eligibility

Participating unit members must meet the requirements of Education Code Sections 44922 and 22713 and the following:

- a. Unit members shall have been employed by the District for at least 10 years in certificated positions.
- b. For the five years immediately preceding the unit member's request for reduction to part-time, the unit member must have been employed full-time by the District without a break in service.
- c. The unit member must be at least 55 years of age prior to a reduction in workload.
- d. The unit member agrees to perform an equitable share of non-teaching duties.
- e. As part of the eligibility determination, the unit member shall meet with the site administrator and agree in writing to the unit member's non-teaching duties as described in Article 12 of this Agreement. If the site administrator and the unit member cannot reach a mutual agreement, the duties shall be mutually determined by the Superintendent and the unit member.

- f. The unit member is willing to perform at least one-half of the instructional contact time required of full-time unit members.
2. Request To Reduce Employment To At Least Half-Time  
A unit member interested in participating in this program shall submit the appropriate application form to the Personnel Services Coordinator no later than March 1. The District shall determine the eligibility of the unit member and notify the unit member no later than June 1. After the unit member has been notified of eligibility for the program, the unit member shall be a program participant and the unit member shall not be assigned to a full-time workload unless the unit member's participation is revoked as described below.
3. Request To Return To Full Time Employment  
To revoke participation in this program, both the unit member and the District must consent to the revocation. The unit member may request to return to full time employment for the next school year. The unit member's request must be submitted in writing to the Human Resources Department prior to March 1.
4. Salary  
Unit members participating in the program shall be placed on the salary schedule and advance on the salary schedule in the same manner as if they had been working full-time. While a unit member is participating in this program, the unit member's salary shall be proportionate to the unit member's full-time salary.
5. Benefits  
The employee shall receive health and welfare benefits pursuant to Government Code Section 53201 in the same manner as a full-time employee.
6. Retirement  
Participating unit members and the District shall contribute to STRS as if the participating unit members were full-time. Full-time retirement credit for at-least half-time work shall not exceed six (6) years upon written unit member election submitted to the District no later than March 1. Unit members who leave the program or terminate their employment with the District before the end of the school term or the school year will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued. Retirement contributions for services not actually performed will be returned to the unit member and the District.
7. Sick Leave  
Unit members participating in this program will earn a pro-rata the amount of sick leave that would have been earned in full-time employment. A unit member in this program will use earned and accumulated sick leave on the same basis as his/her employment.

8. Savings Provision

The Part-Time Teaching With Full Retirement Credit (Willie Brown Act) program is authorized by the California Education Code provisions pertaining to part-time teaching with full retirement credit (Sections 22713 and 44922), and if those Education Code provisions are repealed during the term of this Agreement, this section shall become inoperative.

9. Relationship To Other District Retirement Programs

Participation in this program does not preclude a unit member from participating in another District retirement program. However, the unit member shall not participate concurrently in this program and another District retirement program.

K. Job-Sharing

1. Job-sharing shall refer two (2) unit members on regular contracts sharing one (1) teaching assignment. Two unit members may share an assignment for a minimum of one (1) year.
2. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than March 1. Applications shall not be denied except for just cause. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1. If a request is denied, the applicants shall be notified, in writing, of the specific reasons for the denial. The forms for the job share procedure and agreement can be obtained upon request from the District Office.
3. Notwithstanding other provisions of this Agreement, job-sharing unit members' 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.
  - a. Job-sharing unit members shall earn appropriate salary schedule increments in accordance with the salary schedule.
  - b. Upon request of the two unit members, a job-sharing assignment may be renewed provided the two unit members notify the District prior to March 1. In the event the two unit members fail to notify the District of their desire to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments.
  - c. If a unit member on a regular contract is in a job-sharing assignment and elects to return to full-time teaching, the unit member shall be reassigned in accordance with Article VII (transfer/reassignment) of this agreement.

## **ARTICLE XIV**

### **COMPLAINTS AGAINST EMPLOYEES**

The District employs persons who are properly licensed and credentialed and therefore are presumed to be competent and professional. The District trusts its employees and assumes that in all instances they conduct themselves properly. Complaints will not be deemed accurate or true unless and until the facts indicate otherwise.

#### 1. GENERAL

- A. This procedure regulates the manner in which the administration will respond to the complaint of a parent/guardian of a pupil or other adult member of the public against an employee.
- B. A complainant is a person who makes an oral or written complaint about an employee and requests that adverse action be taken against the employee.
- C. The administration will attempt to obtain, at the lowest administrative level possible, a timely and appropriate resolution of any complaint.
- D. At any meeting with an employee under this procedure, the employee may have an Association representative present.

#### 2. PROCEDURE

##### A. Notification

An employee shall be orally notified of the substance of the complaint within five work days after the administrator has received the complaint. [Exception: when a law enforcement official requests in writing a delay in notification. At the completion of the law enforcement investigation, the employee shall be notified.] The employee shall have an opportunity to discuss the allegations with the administrator before any meeting with the complainant. If the administrator determines that the complaint is false or without merit, the employee shall be notified of that determination and no further action shall be taken and no record shall be made of the complaint.

##### B. Meeting with Complainant

Either an administrator or the employee may request that a meeting be scheduled involving the complainant, the employee, and an administrator.

##### C. Complaint Reduced to Writing

If the complaint is not resolved by the above actions or dropped and the complainant desires further action, the following will apply:

- i. Within ten work days after the administrator notifies the complainant of his/her final disposition of the complaint, the complaint shall be put in writing.
- ii. The written complaint shall include the complainant's name, the specific allegations, the reason why the complainant is not satisfied with the previous attempts at resolution (if applicable), and the complainant's desired resolution of the matter.
- iii. A copy of the complaint shall be given to the employee.
- iv. If the complainant fails or refuses to put the complaint in writing, the complaint will be deemed dropped by the complainant. However, the administrator may continue to review the complaint and may take corrective action when appropriate or make recommendations to the Superintendent.
- v. ANONYMOUS COMPLAINTS: Due to the inability of the District to inquire further into an anonymous complaint and inability of an employee to confront the anonymous complainant, anonymous complaints will be viewed with a high degree of skepticism. However, the administration may investigate the anonymous complaint in a reasonable and sensitive manner. If the administration investigates an anonymous complaint, the employee will be informed of the complaint within 5 days after the complaint is received, and if the anonymous complaint was a written complaint, a copy of the complaint will be given to the employee within the same time period. The employee shall give his/her immediate supervisor his/her response to the claims in the complaint within ten work days after being informed of the complaint.
- vi. Within ten work days after receiving the written complaint, the employee shall file with the administrator a written response to the complaint.
- vii. The administration shall determine whether additional efforts at the site to resolve the complaint would be productive.

#### D. APPEAL TO DISTRICT LEVEL

If the administrator determines that further efforts to resolve the complaint at the site would not be productive, the administrator shall prepare a memo to the Superintendent describing his/her attempts to resolve the complaint, and shall forward the written complaint, the employee's response, and the administrator's

memo to the Superintendent for review. The Superintendent will review the complaint, the employee's response, and the administrator's memo, and may meet with the administrator, the employee, and/or the complainant to clarify issues and attempt to resolve the complaint. The disposition of the complaint by the Superintendent shall be final unless within fourteen days after receiving notification of the disposition of the complaint, the complainant requests in writing a meeting with the Board of Trustees.

#### E. APPEAL TO THE BOARD OF TRUSTEES

If the complainant desires to meet with the Board of Trustees regarding the complaint, he/she shall request such a meeting in writing and shall include a statement regarding why the proposed resolutions at the lower levels are not acceptable. The Superintendent shall review the complaint and the proposed resolution at each level and shall make such recommendations to the Board as he/she deems appropriate. If the Board decides to meet with the complainant, the Board will schedule such a meeting at the Board's convenience and meet with the complainant in closed session. Before the Board finally resolves any such complaint adversely to the employee, either at that meeting or a subsequent meeting, the employee will be provided an opportunity to meet with the Board in closed session regarding the accuracy of the complaint and any other matter regarding the complaint.

# **ARTICLE XV**

## **COMPENSATION**

### **A. SALARIES**

Effective July 1, 2019, a 3% across the board increase will be applied to the Salary Schedule. Effective July 1, 2020, a 2% across the board increase will be applied to the Salary Schedule.

1. Salary shall be as set forth in attached Appendix "G & J". The minimum salary for all teachers who meet the state guidelines will be Step 1, Column 1 of the current salary schedule. Any employee who holds a master's degree and teaches more than one (1) FTE contract will be paid the same additional percent of the master's degree stipend as he/she is paid of salary.
  
2. School Counselors and School Nurse
  - a. The salary schedule for the positions of School Nurse is set forth in Appendix H and School Counselor's is set forth in Appendix I. The work year for the School Counselor's and School Nurse is 198 days.
  
  - b. A School Nurse is a holder of a School Nurse Services Credential. In the event that the district is unable to hire a School Nurse, the District may hire a registered nurse who has attained a bachelor's degree and a preliminary credential, and who will earn a clear School Nurse Services Credential within five years of the hire date. A School Nurse with a clear credential will be given year for year credit for experience as a School Nurse in any public school system. A School Nurse with comparable experience may be placed up to step five. A clear credential is required to advance beyond step 5 of the salary schedule.
  
  - c. In the event the District is unable to hire a qualified School Nurse, the District may contract with other LEAs for School Nurse services.
  
3. In accordance with Education Code Section 45028, the district will grant experience credit, year for year, for salary placement for up to twelve years experience. Placement on the salary schedule for new employees will be on the condition that the new hire has comparable units and years of experience of those required of the current unit members for placement on the salary schedule.

In no case will any employee be given credit for more than twelve (12) years of experience.

4. Each unit member who has a Professional Clear Education Specialist

Credential and who teaches in an Education Specialist Program shall receive a stipend of \$1,000 per year. Unit members who teach in the Education Specialist Program under an emergency permit shall receive a stipend of \$500 per year. The Education Specialist stipend shall be pro-rated for any eligible teacher employed less than full-time (1 FTE). The stipend shall also be pro-rated for any teacher whose assignment is partially in the Education Specialist program and partially in a regular education program. The teacher will be paid the same fraction of the stipend that his or her ESP assignment is of 1 FTE. Any teacher holding an Education Specialist credential with caseload responsibility and providing special education services to resource students outside of the ESP program shall be paid a portion of the ESP stipend equivalent to the portion of his or her salary paid from special education funds or the pro-rated % of ESP students (if 0% of their salary is paid from special education funds).

5. Each self-governed school will have positions such as School Facilitator, facilities Coordinator, Directed Academic Studies (D.A.S.) Coordinator and Parent Outreach/Education Coordinator. By October 1 of each year, each self-governed school will notify the Superintendent or designee of the stipends allotted to each position and the staff member(s) serving in each position. It is recognized that part of the allotment may be used to pay for classified staff members. Self Governance stipends are listed in Appendix B.

#### B. HEALTH AND WELFARE BENEFITS

1. Employees' medical, dental, and vision coverage is with California's Valued Trust, including Kaiser, and Anthem Blue Cross plans listed in Appendix J, Delta Dental and Vision Service Plan. Any proposal to leave California's Valued Trust and apply to another insurance carrier will be subject exclusively to the collective bargaining process. The maximum level of District contribution toward the cost of employee medical, dental, and vision plans shall be \$850.58/month/full-time eligible employee, subject to renegotiation each year. In the event the cost of employee medical, dental, and vision plans exceeds the maximum level of District contribution, no employee will be required to pay more than the difference between the maximum level of District contribution and the actual cost of medical, dental, and vision plans for that employee.
2. The maximum payable benefit for Delta Dental will be \$2,000 per calendar year.
3. The District will establish an Internal Revenue Code Section 125 Flexible Fringe Benefit Plan.

#### C. EARLY RETIREMENT INCENTIVE

- a. Availability of Plan

In the 2019-2020 school year, the District shall offer an early retirement incentive as provided below which shall be available for unit members who apply by April 30, 2020. This early retirement incentive shall then be offered every three years thereafter. Upon mutual agreement between the district and the association, the district may offer additional early retirement incentive opportunities. For subsequent school years, the availability of the plan shall be announced by the district no later than December 15 of that school year and unit members must apply no later than March 1.

Unit members who are at least 55 years of age on the 1<sup>st</sup> day of school, of the school year in which they apply for retirement, and who have at least 10 years of service with the District may apply for an early retirement package under the provisions of this article.

b. Terms of the Plan

The Plan shall not cost the District more than the anticipated savings to the District in salary and benefits for the first two years of the unit member's retirement. The anticipated savings will be calculated based on the difference between the total compensation earnable in the next two years by the member and the two years total compensation of a teacher who would start on column III, step 6, using the salary schedule in effect on the date of retirement. The total amount payable as an early retirement incentive to any unit member shall be determined by the District and in no case shall said amount be less than ½ of the anticipated savings. Total compensation includes salary, statutory benefits and District provided benefits. The Plan for a particular unit member may include but need not be limited to, one or more of the following components:

Unit members who elect to receive the retirement incentive may receive some or all of the incentive in the form of a one-time payment following the effective date of retirement.

Health insurance benefits for the unit member and/or his/her spouse until the unit member turns 65 years of age, either with or without a member contribution.

The reduction from full-time employment to part-time employment while accruing a full year of service credit in the State Teachers' Retirement System under the provisions of the "Willie Brown" program, Education Code Sections 22713 and 44922.

D. SUBSTITUTIONS DURING PREPARATION PERIOD

- a. Substitute rate of pay for covering classes will be \$40.50 per hour.

## E. PROFESSIONAL DEVELOPMENT

### a. Individualized Professional Development Plans

By October 15th, each unit member shall develop, with the participation and approval of his/her site administrator or superintendent's designee, a program of professional development which includes at least the following:

Training deemed necessary or desirable to enable the unit member to assist in the achievement of District goals set by the Board of Trustees;

Areas identified for professional growth in the evaluation process described in Article VIII.

The plan may be amended at any time by mutual consent of the member and site administrator or superintendent's designee.

### b. The Professional Development Plan may include, but is not limited to, some or all of the following:

- ♦ Staff development programs offered by the District or other educational agencies;
- ♦ Accredited University and College Courses;
- ♦ Activities undertaken by the unit member prerequisite to the renewal of a professional clear credential under Education Code Section 44277 and Title 5, California Code of Regulations Sections 80550 through 80569;
- ♦ Participation in educational association conferences and workshops;
- ♦ Activities undertaken to achieve certification by the National Board for Professional Teaching Standards.

### c. Units for column movement must be for activities approved as part of the member's professional development plan. Coursework for salary schedule credit must be pre-approved by the administrator responsible for that employee's professional development plan. A copy of the form in Appendix K will be signed by the administrator before the unit member takes the class. The unit member will send a copy of the form to the Personnel Coordinator. Any approved units turned in by the last working day of September will be used for salary schedule placement that year.

### d. The District may pay some or all of the costs associated with completion of activities approved as part of a member's plan.

### e. The District will add a stipend of \$1,000 per year to the salary schedule for unit members who receive National Board Certification.

6. INCENTIVE AWARDS

The District will bear no costs associated with monetary awards paid by the state to individual teachers. All costs, such as Workers Compensation, unemployment insurance, Medicare, and STRS, will be deducted from the gross amount of the award before issuance.

7. ACTIVITIES DIRECTORS

The Middle and High School Activities Directors will each receive one period to prepare for student activities or will be paid the equivalent of one additional period. The High School Activities Director will also receive a stipend as described in Appendix B.

## **ARTICLE XVI**

### **SCHOOL CLOSURE/OUTAGE DAYS**

- A. "Outage Days" are days on which the District schools are closed by the Superintendent, or a designee, due to circumstances beyond the control of the District. Outage Days will be called for the safety of staff and students. "Compensation" for this Article shall mean a unit member's per diem wage, not including fringe benefits. "Outage Makeup Days" are days that are calendared, in advance, and utilized as student contact days in the event of Outage Days.
1. Every effort will be made by the Superintendent, or a designee, to determine Outage Days as far in advance as the District has information.
  2. In the event that an Outage Day is required and notice to staff is delivered within 60 minutes of the start of school or after school has started, certificated employees will be paid at the employee's per diem hourly rate for hours worked, with a 2-hour minimum.
  3. When an Outage Day has been called, the District has determined conditions to be unsafe for students and employees. As such, certificated employees may not work on Outage Days.
  4. In the event of a site Outage Day, as opposed to a district-wide Outage Day, certificated employees assigned to unaffected sites will work, as normal.
  5. In the event there are more Outage Days than the District has Outage Makeup Days built into the adopted calendar, the following procedures shall be followed:
    - a. The District shall apply for a California Department of Education waiver to adjust the minimum student contact days for the number of Outage Days in excess of calendared Outage Makeup Days.
    - b. In the event that a California Department of Education waiver is denied, the number of needed Outage Makeup Days shall be added to the student contact day calendar and the certificated work day calendar.
    - c. In event that a California Department of Education waiver is approved, certificated staff will be required to provide work, or take Leave, equal to the number of Outage Days. Plans for completing Outage Day work will be developed cooperatively with the site administrator and must be completed by the final day of school.

## **ARTICLE XVII CONSULTATION**

- A. The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under law as specified in the California Education Code.
1. The District shall give written notice to the Association that action on any matter of consultation, as defined herein, is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.
  2. The Association may exercise its right to consult on proposed Board action(s) (as delineated in A) by requesting consultation on the subjects.
  3. Should the Association exercise its right to consult, within five days the parties shall meet to freely discuss information, options, and recommendations.
  4. The District shall consider such presentations made by the Association prior to arriving at a determination of policy or course of action.
- B. FULL INCLUSION

The District and Association recognize that full inclusion of students with disabilities into the regular classrooms of the schools results in unusual situations that are best resolved through consensus of any affected staff and administrative employees. A district wide committee is hereby created, including the Superintendent and his/her designee, the full inclusion site administrator or his/her designee, the full inclusion site Education Specialist from the full inclusion site, and the teachers of the affected classrooms/ programs, to review and decide upon how matters brought to the committee's attention will be resolved.

1. The committee will meet within the first two weeks of school to assess the needs of the affected students and the programs they attend. Additional meetings may be called, based upon urgent need for action, by mutual agreement of the Superintendent or his/her designee and one other school site member of the committee.
2. The committee's jurisdiction includes, but is not limited to:
  - a. the need for additional funds to support the full inclusion classroom and staff;
  - b. training of staff;

- c. planning for full inclusion;
  - d. coordination of efforts to comply with I.E.P. elements;
  - e. aide services and time;
  - f. class size;
  - g. classroom facilities; and
  - h. notification and equitable assignment of teachers.
3. The committee may make decisions only by consensus, i.e., the unanimous agreement of all members present, and one of those agreeing must be the Superintendent (or his/her designee).
  4. In each year of the term of this master agreement between the Association and the District, the subject of full inclusion will be an automatic reopener.

## **ARTICLE XVIII**

### **MAINTENANCE/APPLICATION OF STANDARDS**

- A. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; all other provisions or applications shall continue in full force and effect. It is further agreed that within ten days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.
- B. Reduction or elimination of benefits or improvements in benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten working days of notification of such amendment or repeal to negotiate for the purpose of restoring or modifying such benefits in this Agreement.
- C. The District shall not reduce or eliminate any benefits as designated by this Agreement for unit members as of the effective date of this Agreement unless otherwise provided by the express term of this Agreement until completion of the meeting and negotiations process.
- D. This Agreement shall supersede any rules, regulations, or practices of the District which are or may in the future be contrary to or inconsistent with its terms.
- E. Any individual contract involving current job position and wages as set forth in the attached salary schedule and extra services pay schedule, between the District and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- F. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- G. With regard to any topics covered under this Agreement, unless otherwise agreed to, the appropriate Education Code and law is still in effect. For jobs not covered in the attached salary schedule and extra services pay schedule, the District has the right to contract services with unit members.

## **ARTICLE XIX SAFETY**

Consistent with Black Oak Mine School District Board Policies, the District recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The District is fully committed to maximizing school safety and in creating a positive learning environment for all members of the District.

Further, the Association and the District agree that classroom environments which promote high levels of student engagement, have clear established routines and procedures, and implement consistent behavior management policies are the most effective ways to proactively and preventatively avoid the need for student discipline. Additionally, teacher visibility is an essential influence over student behavior that minimizes the opportunity for disruptive student behavior.

The consistency of enforcement of expectations and consequences for unacceptable behavior is critical for maximizing school safety and in creating positive learning environments. As such, the Association and the District agree to develop site protocols that include necessity for all staff to intervene when unacceptable student behavior is observed. Protocols shall include:

- a consensus from staff as to what offenses are outlined in the student handbook and the consequences for student offense;
- a commitment from all certificated staff to address unacceptable student behaviors when they are witnessed;
- a standard for regular teacher communication with parents/guardians with regard to classroom behaviors, both positive and negative;
- a commitment from administration to communicate with staff as student behaviors are of concern and could affect student and staff safety;
- a plan to regularly communicate school site behavior expectations and consequences with parents.

On issues of school site safety, the Labor Management Committee, per Article V: Association Rights, K., may be convened.

a. Staff meetings and PLCs may be utilized for employee access to training appropriate to addressing challenging behaviors for any student.

b. Once classroom remedies have been tried and exhausted, teachers may request assistance from the District Psychologist on how to address any students with extreme behaviors.

A. The District shall work with the site administrators to provide adequate time during

the contract day at the beginning of the school year to allow unit members to complete the required training on sexual harassment, blood borne pathogens, mandatory reporting and/or any other required training.

a. If an Association member who may need and/or would like CPR/1<sup>st</sup> Aid Training, the District will pay the actual member of hours required for certification at the Supplemental and Other Hourly Assignment rate of pay.

**B. SPECIALIZED HEALTH CARE (FIRST AID/CPR)**

a. The District shall provide appropriate training to each unit member who is or may be required to provide specialized health care during the contract day.

b. No unit member shall be required to provide specialized health care service if the task exceeds the unit member's training or experience.

c. The District shall comply with all Education Code and Title V provisions in order that the unit member may provide specialized health care in a safe appropriate environment.

C. To help meet the needs of pupils and teachers, the District will strive to limit the size of classes to a District wide average of one teacher for each 30 pupils. It is understood that a goal is created, not a rigid limitation. Special education classes, alternative education classes, prep periods, classes participating in Class Size Reduction and classes at Otter Creek School will not be included in the computation described above. The calculations will be broken down into grade level ranges, such as K-3, 4-6, 7-8, 9-12. The District will further strive to limit class size to not more than 32 pupils per class section.

D. Whether or not the above District wide average or target are exceeded, 3 weeks following the beginning of any academic term, the Association may contact the Superintendent, or designee about any class in which the Association believes the class size is excessive. The Superintendent, or designee, and Association President will meet to discuss ways in which the District will remediate the problem. Recommended solutions may include but are not limited to hiring additional classified or certificated staff and providing additional prep time or additional resources. The affected teacher(s) may participate in these discussions. If no mutual agreement is reached regarding remedial action, the Superintendent or his/her designee shall provide to the Association a written statement summarizing the District's decision, and the rationale for the decision.

E. The Association may appeal the written statement described in C., above, to a Joint Committee for Class Size. The appeal shall be made to the Superintendent in writing.

- F. The District and the Association will establish, when needed, an ad hoc Joint Committee for Class Size to recommend solutions for concerns about excessive class size. The committee shall be made up of an equal number of district representatives and Association representatives. The committee shall meet within 2 weeks from receipt of the appeal in order to develop solutions to resolve the issue. The committee may, by majority vote, make a formal recommendation to the Board.
- G. Classes with work stations shall be limited to the number of stations available.
- H. Special Education Caseload: If a special education teacher cannot get a caseload issue resolved by talking with their site administrator and/or the District administrator in charge of special education, they may address the issue with the Association President or designee, who will meet with the Superintendent or designee to review the concern and develop possible solutions.

## **ARTICLE XX SAVINGS CLAUSE**

If any provision or application of this Agreement are held to be contrary to the law by a court of competent jurisdiction, such provisions or applications 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. If such provisions or applications are deemed invalid, the Employer shall reinstate any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

## **ARTICLE XXI DURATION**

- A. This Agreement and each of its provisions is binding and effective as of the date of final ratification of the Agreement by the parties and shall continue in full force and effect through June 30, 2024.
- B. Compensation will be an automatic reopener for each year of the contract.
- C. Article XVII Consultation Full Inclusion, XIX Safety, and two (2) non compensation reopeners for each contract negotiations, not including the District calendar will be an automatic reopener for each contract negotiations.
- D. By mutual written agreement of both parties, any of the provisions of this Agreement may be renegotiated at any time.

Employee and Employer health care costs are of mutual concern. If there is a change in the health care carrier and the District realizes savings, the Association may request to negotiate the impacts and effects.

# ARTICLE XXII SIGNATURES

In witness whereof, Black Oak Mine Teachers Association has caused this Agreement to be signed by its President and the Board of Trustees of Black Oak Mine Unified School District has caused this Agreement to be signed by its Superintendent.

BLACK OAK MINE UNIFIED  
SCHOOL DISTRICT

BLACK OAK MINE TEACHERS  
ASSOCIATION

By:   
BOMUSD Superintendent

By:   
BOMTA President

Date: 8/9/22

Date: 8/9/22

By: \_\_\_\_\_  
BOMTA Negotiations Chair

Date: \_\_\_\_\_

**Appendix A**

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT      FORM 1A**

**Evaluation Goal-Setting Conference Form**

**Teacher:** \_\_\_\_\_

**Status:**

**Site:** \_\_\_\_\_

**Probationary 1** \_\_\_ **Permanent** \_\_\_

**Grade Level/Subject:** \_\_\_\_\_

**Probationary 2** \_\_\_ **Temporary** \_\_\_

**Year of Evaluation:** \_\_\_\_\_

**Purpose:** *The purpose of the goal-setting conference is to provide an opportunity for a conversation about good teaching as reflected in the California Standards of the Teaching Profession and to establish an evaluation focus. You may select one to three standards of the first five as specific areas of focus. However, in the evaluation process, you are responsible for satisfactory performance in all eight standards.*

Administrator's Initials	Date of Conference	Circle Focus Standards for the Year	<b>STANDARDS</b> Select one to three standards as specific areas of focus
		<b>1</b>	<b>1. Engages and Supports All Students in Learning</b>
			1. Connects students' prior knowledge, life experience, and interests with learning goals
			2. Uses a variety of instructional strategies and resources to respond to students' diverse needs
			3. Facilitates learning experiences that promote autonomy, interaction, and choice
			4. Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful
			5. Promotes self-directed, reflective learning for all students
		<b>2</b>	<b>2. Creates and Maintains Effective Environments for Student Learning</b>
			1. Creates a physical environment that engages all students
			2. Establishes a climate that promotes fairness and respect
			3. Promotes social development and group responsibility
			4. Establishes and maintains standards for student behavior
			5. Plans and implements classroom procedures and routines that support student learning
			6. Uses instructional time effectively
		<b>3</b>	<b>3. Understands and Organizes Subject Matter for Student Learning</b>
			1. Demonstrates knowledge of subject matter content and student development
			2. Organizes curriculum to support student understanding of subject matter
			3. Interrelates ideas and information within and across subject matter areas
			4. Develops student understanding through instructional strategies that are appropriate to the subject matter
			5. Uses materials, resources, and technologies to make subject matter accessible to students
		<b>4</b>	<b>4. Plans Instruction and Designs Learning Experiences for All Students</b>
			1. Draws on and values students' backgrounds, interests, and developmental learning needs
			2. Establishes and articulates goals for student learning
			3. Develops and sequences instructional activities and materials for student learning
			4. Designs short-term and long-term plans to foster student learning
			5. Modifies instructional plans to adjust for student needs

		<b>5</b>	<b>5. Assesses Student Learning</b>
			1. Establishes and communicates learning goals for all students
			2. Collects and uses multiple sources of information to assess student learning
			3. Involves and guides all students in assessing their own learning
			4. Uses the results of assessments to guide instruction
			5. Communicates with students, families, and other audiences about student progress
		<b>6</b>	<b>6. Develops as a Professional Educator</b>
			1. Reflects on teaching practices and plans professional development
			2. Establishes professional goals and pursues opportunities to grow professionally
			3. Works with communities to improve professional practice
			4. Works with families to improve professional practice
			5. Works with colleagues to improve professional practice
		<b>7</b>	<b>7. Fulfills Site and District Responsibilities</b>
			1. Complies with district policies and applicable provisions of the California Education Code as communicated to the unit member
			2. Implements district and school goals
			3. Bases instructional plans on district and state standards
			4. Takes responsibility for student progress
			5. Implements activities specified in goal-setting conference
		<b>8</b>	<b>8. Performs Non-Instructional Duties</b>
			1. Fulfills non-instructional duties as assigned
			2. Demonstrates ability to work effectively and professionally with individuals and groups
			3. Attends required meetings
			4. Maintains records and equipment
			5. Supervises students outside classroom

OTHER STANDARDS AS ESTABLISHED BY ADMINISTRATOR AND TEACHER:

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COMMENTS:

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\_\_\_\_\_  
EVALUATEE'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EVALUATOR'S SIGNATURE

\_\_\_\_\_  
DATE

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT**  
**Evaluation Goal-Setting Conference Form Attachment**

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

<b>STANDARD</b> List Specific Element(s)	<b>OBJECTIVES</b>	<b>TEACHER'S ACTION PLAN</b>	<b>SUPPORTIVE EVIDENCE</b>

Supportive Evidence May Include:

Portfolio \_\_\_\_\_ Journal \_\_\_\_\_ Student Work \_\_\_\_\_ Surveys \_\_\_\_\_ Assessment Tools \_\_\_\_\_ Lesson Plans \_\_\_\_\_ Other \_\_\_\_\_



### Formal Classroom Observation Form

Teacher: \_\_\_\_\_  
 School: \_\_\_\_\_  
 Observation Date: \_\_\_\_\_  
 Subject: \_\_\_\_\_

Observer: \_\_\_\_\_  
 Grade Level: \_\_\_\_\_  
 Time: From \_\_\_\_\_ to \_\_\_\_\_

This lesson is intended to reflect the following elements of the California Standards for the Teaching Profession as discussed at the Evaluation Goal-Setting Conference:

A. CONTENT STANDARDS Observed /Not Observed   
 Comments:

B. EXPECTED LEARNER OUTCOMES Observed /Not Observed   
 Comments:

C. INSTRUCTIONAL STRATEGIES Observed /Not Observed   
 Comments:

D. ASSESSMENT OF LEARNING Observed /Not Observed   
 Comments:

(SEE REVERSE FOR OBSERVATIONS AND RECOMMENDATIONS)

\_\_\_\_\_  
 Observer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 \* Teacher

\_\_\_\_\_  
 Date

\*SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT. A WRITTEN RESPONSE MAY BE ATTACHED.

**Mid-Year Evaluation Report**  
 **Annual Evaluation Report**

**Teacher:** \_\_\_\_\_

**Status:**

**Site:** \_\_\_\_\_

Probationary 1 \_\_\_\_\_ Permanent \_\_\_\_\_

**Grade Level/Subject:** \_\_\_\_\_

Probationary 2 \_\_\_\_\_ Temporary \_\_\_\_\_

**Year of Evaluation:** \_\_\_\_\_

**Definitions**

- 1. Unsatisfactory: Rarely meets the professional standards of competence
- 2. Needs Improvement\*: Infrequently meets the professional standards of competence
- 3. Proficient/Effective: Meets the professional standards of competence
- 4. Distinguished: Exceeds the professional standards of competence

\*Requires written plan for improvement

**EVALUATION**

UN	NI	PE	Dist	
1	2	3	4	
				<b>1. Engages and Supports All Students in Learning</b>
				<b>2. Creates and Maintains Effective Environments for Student Learning</b>
				<b>3. Understands and Organizes Subject Matter for Student Learning</b>
				<b>4. Plans Instruction and Designs Learning Experiences for All Students</b>
				<b>5. Assesses Student Learning</b>
				<b>6. Develops as a Professional Educator</b>
Seldom	Sometimes	Consistently	Shows Leadership /Dist	
				<b>7. Fulfills Site and District Responsibilities</b>
				<b>8. Performs Non-Instructional Duties</b>

**OVERALL RATING**

Commendations and Recommendations:  
(See Reverse)

Improvement Plan:

- to be developed
- to be modified
- to be continued
- not applicable

Improvement Plan attached  Yes  No

\_\_\_\_\_  
EVALUATOR'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
\* EVALUATEE'S SIGNATURE

\_\_\_\_\_  
DATE

\* THE ORIGINAL OF THIS EVALUATION WILL BE PLACED IN YOUR PERSONNEL FILE WITH A COPY TO THE EVALUATEE AND EVALUATOR. SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT. A WRITTEN RESPONSE MAY BE ATTACHED WITHIN 10 WORKING DAYS.

COMMENDATIONS:

Option B Evaluation Model  
Professional Evaluation Plan  
Pilot

## **ARTICLE I Purpose Statement**

The purpose of an evaluative Option B Evaluation Model plan is two-fold. First, teachers desire an evaluative process that is useful in the continuous improvement model. A process or framework for evaluation that requires reflection, is centered around the examination of student work, and recognizes all the California Standards for the Teacher Profession (CSTP). Second, this evaluative process would promote “professional synergy”, colleagues working together in a reflective process with an administrator. This would encourage the useful exchange of information for teacher improvement through mentoring, peer-coaching, and administrative expertise.

## **ARTICLE II Timeline**

The framework for the Option B Evaluation Model would follow a similar timeline as in Option A. Participants would choose Option A or B prior to the second week of school. By October 15<sup>th</sup> of the school year, documentation with goals and action plan would be submitted to the administrator for signature and review. During the course of the year the teacher and peer-coaches will research the essential question and gather artifacts of student work relating to instruction and data collected. This information would be summarized and submitted for a final conference with the administrator 30 days prior to the ending of the school year or at this time mutually agreeing to a different schedule for the final conference.

## **ARTICLE III Recommendations for Creekside Evaluation Model**

- Option B Evaluation Model will be approved by B.O.M.T.A. and the district leadership team
- An Administrator will review and sign the evaluation plan
- Every 6 years teachers will be required to utilize Option A
- A conference with the administrator regarding Option B Evaluation Model may be requested by the teacher
- Administrators may require a teacher to use Option A or PAR
- Teachers that have received a satisfactory review and are of permanent status may choose Option B Evaluation Model
- Signatures on documentation will include the teacher, peer-coach(es) and an administrator
- Option B Evaluation Model participants will have priority with staff when scheduling the examination of student work

### **Section 3.01 Rationale**

The Option B Model is a reflective process that requires teacher inquiry into an essential question about their professional practice. It assumes that the primary goal of education is to engage students in constructing important knowledge and that it is each teacher’s responsibility, using the resources at hand, to accomplish that goal.

The Option B Evaluation Model makes the assumption that instructional decisions are purposeful. Lessons and activities are designed to serve instructional goals and achieve the content standards.

### **Section 3.02 Creekside Evaluation Model Structure**

The framework’s structure is composed of the six California Standards for the Teaching Profession (CSTP):

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments for Student Learning
- Understanding and Organizing Subject Matter for Student Learning
- Planning Instruction and Designing Learning Experiences for All Students
- Assessing Student Learning
- Developing as a Professional Educator

The standards are intended to be used as the foundation of a reflective and evaluative process for the teacher and selected peer-coaches.

Creekside Evaluation Model is most effective when used in conjunction with a professional rubric, documentation of an artifact nature (teacher journals, newsletters, videotapes, and student work), evaluation plan, and the examination of student work.

### **Section 3.03 Peer-Coach**

Creekside Evaluation Model includes the idea of a peer coach to aid the reflective process. A peer coach can serve as a critical friend, co-reflector or may become a guide and mentor for effective teaching. The idea of a continuous improvement model is that it serves as a benefit for the peer coach as well. The coach recognizes that learning is a two way street and that the use of Creekside Evaluation Model will encourage “professional synergy” with his/her colleagues. The peer coach plays an important role by helping the participant to review the California Standards for the Teaching Profession (CSTP), selecting a standard on which to focus, review the professional rubric, and select and develop an essential question for further study. The peer coach may also help the Participant triangulate and display data. A peer-coach will also play key roles in the examination of student work by focusing attention on the important elements of the question, and how that question can serve as a tool for revealing insights about student work and classroom instructional practice.

### **Section 3.04 Participants**

Creekside Evaluation Model provides an opportunity for reflection and self-assessment. Research, such as the recent “Teacher as Researcher” projects in the district and other national projects have demonstrated that self-evaluation is a powerful tool for any teacher/learner, making teaching more focused and effective.

Creekside Evaluation Model does not endorse any particular teaching style; it does however, enable educators to engage in reflective conversations about the appropriateness of choices made at many points during professional practice. No one approach is a “one size fits all”, but some approaches will be better suited to certain purposes than others. Making good and defensible choices is the hallmark of a professional educator.

### **Section 3.05 Process**

This evaluation plan recognizes the complex and highly professional nature of teaching. It is understood that superior teaching includes more than just “lesson plans and classroom practice”. High standard instructional decisions that include planning and preparation, the classroom environment, instruction and professional responsibility are sophisticated in nature and require refined knowledge and multifaceted techniques.

Creekside Evaluation Model is not a checklist but rather a structure which teachers can use as a lens to reflect on the varying aspects and standards inherent to masterful educators in their search for continuous improvement in their professional practices.

#### **1) Selection of a Peer Coach**

Teacher participants begin Creekside Evaluation Model by selecting a peer coach to serve as a “critical friend” for the year. Careful consideration should be given to the selection process. A good peer coach would be a fellow teacher who has a strong knowledge of the California Standards for the Teaching Profession (CSTP),

formal or informal mentoring experience, understands the inquiry process and has had experience examining student work. Other important qualities for the peer coach might be the relationship and communication skills they bring to the evaluation plan. The peer coach has a responsibility to the participant and themselves to remain objective in their mission to point out and clarify any information relevant to the essential question selected for study.

## 2) Standards of Professional Practice

Professional rubrics can be used as a tool to aid in the selection and development of an essential question. If the question for study is to be worthwhile, the teacher participant must examine all standards of their professional practice. The use of a rubric facilitates the examination of these standards. Prior to the selection of the essential question the participant and peer coach examine and reflect upon the rubric selected and determine the standard of professional practice the participant wishes to explore. A rubric would serve to narrow the focus of the practice to be examined and provide a measurement tool towards achieving the standard. The peer coach and teacher examine the rubric for a standard in which the participant feels especially challenged or is aware of room for professional growth. An essential question may be developed from this rubric. Although essential questions are not limited to the rubric, a rubric can serve as a strong focusing tool for the participant and can be used as a yardstick to measure progress in professional practice.

Possible rubrics for use might include:

California Standards for the Teaching Profession (CSTP)

Enhancing Professional Practice A Framework for Teaching ASCD

Qualities of Essential Teachers (James Stronge) rubrics

## 3) Development of an Essential Question

An essential question in Creekside Evaluation Model is similar to the inquiry question in the “Teacher as Researcher” model and the “essential question” model in the school improvement process. Careful attention should be paid to the phrasing of the question ensuring a deep look at a chosen standard of professional practice. The question should serve as a powerful vehicle for professional reflection and analysis. This question, accompanied by a plan, and discussion enable a teacher to enhance their instructional practice and decisions.

## 4) Action Plan

Following coach selection, CSTP review, rubric review and the development of an essential question, the participant will consider tools, research, data collection and steps to further the evaluation process. This includes a written plan detailing the process for the participant and the coach.

## 5) Inquiry Process

Once an area of inquiry has been selected and an essential question has been written the participant is ready to begin the yearlong study of a specific standard of professional practice. This will begin with the collection of data. Information concerning current performance in the standard of question must be collected so that it may be compared for growth at the end of the year. This baseline data may be displayed on a spread sheet or graph. It is recommended that data be collected in different ways so that triangulation of data can occur for comparison. This process, along with the collection and subsequent examination of student work and artifacts will be included in the participant’s final evaluation. It is imperative that participants undergoing the Creekside Evaluation Model plan be given priority when scheduling the examination of student work. Reflections of staff and the coach on participant’s artifacts are essential to the Creekside Evaluation Model process.

**Pilot – Option B**  
Creekside Evaluation Model

Teacher: \_\_\_\_\_ School: \_\_\_\_\_ School Year: \_\_\_\_\_  
Teaching Assignment: \_\_\_\_\_

**TEACHER COMPLETES PRIOR TO CONFERENCE**

Write an essential question that you would like to answer about your professional practice in one or more of the teaching standards? (Delineate which standard(s) you are exploring)

What data will you need to collect and what research will you need to gather, review, and undertake to help answer your question?

What is your action plan? Briefly describe the steps and outline your project of answering your essential question. (This should include research, pre and post data collection, student work or evidence.)

What do you expect to happen as a result of your actions?

Peer Coach: \_\_\_\_\_

Teacher: \_\_\_\_\_

Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

Pilot Option B  
Creekside Evaluation Model  
Final Evaluation Form

**Teacher:** \_\_\_\_\_ **School:** \_\_\_\_\_ **School Year:**

Teaching Assignment: \_\_\_\_\_

**TEACHER COMPLETES PRIOR TO CONFERENCE**

Summary and conclusion:

\_\_\_\_\_  
What did your data reveal?

\_\_\_\_\_  
Summarize the reflections of your work on your essential question:

\_\_\_\_\_  
What are your next steps? What practice will you change as a result of this process? Is change required or might your data show that what you're doing is effective?

\_\_\_\_\_  
Administrator Comments:

Teacher: \_\_\_\_\_

Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
EXTRA SERVICES PAY SCHEDULE**

**PAY FOR SPECIAL ASSIGNMENTS:**

**SUPPLEMENTAL HOURLY ASSIGNMENTS**

**\$30.00 per hour**

- Saturday School
- Home Hospital
- Curriculum Development
- Professional Development

- Summer School – Anytime School

Four hour assignment includes one hour of preparation time to be served on site - total 5 hours.

Two hour assignment includes 1/2 hour of preparation time to be served on site.

Summer School staff meetings scheduled by all staff – persons not attending staff meetings will receive a payroll deduction equal to the number of hours scheduled for the meeting.

Summer School staff meetings shall be considered as part of the person’s preparatory time and the District will not pay teachers “extra” for participating.

**OTHER HOURLY ASSIGNMENTS**

**\$30.00 per hour**

- Attendance for staff development or curriculum development activities provided by other organizations.
- Intramurals
- Tutoring

Teachers shall have the first opportunity to apply for tutorial assignments - non-credentialed employees of the District - substitute teachers may apply and/or be assigned when a credentialed teacher is not available.

Saturday School, Home Hospital, Summer School, Anytime School, Intramurals, and Tutoring assignments will be posted and the employee will be hired by established practices.

Payment for Curriculum Development or Professional Development activities must be approved in advance.

**Sixth Grade Camp –**

Certificated sixth grade teaching employees who are assigned by the District to provide supervision for students attending “Sixth Grade Camp” shall be provided a stipend in the amount of \$500. It is understood that the District and participating unit members shall cooperate with parent/teacher organizations to provide funding for the cost of unit members stipends.

Joint Panel Member	\$1,000 per school year
Volunteer Participating Teacher	\$75 per month school is in session
Consulting Teacher	
For Volunteer Participating Teacher	\$ 200 per month school is in session
For Referred Participating Teacher	\$3,000 per fiscal year

**Beginning Teacher Support and Assessment program – BTSA**

Support Provider	
May provide support for up to two new teachers	\$1,500 per teacher
BTSA Coordinator	\$1,000 per school year
Instructional Leadership Team	\$1,200. per year
GSHS Department Chair Stipend	\$1,200 per year

2006-2007  
 BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
 EXTRA SERVICE PAY SCHEDULE - ATHLETICS AND ACTIVITIES

CLASS	YEARS OF SERVICE		
	1-2	3-6	7+
A	2980	3436	3891
B	1987	2291	2594
C	1569	1803	2037
D	993	1145	1484
E	557	710	864

## CLASS A:

GSHS Athletic Director

## CLASS B:

GSHS HEAD COACHES: Football, Baseball, Girls Basketball, Boys Basketball, Softball, Wrestling, Boys Soccer, Girls Soccer, Track, Volleyball  
 GSHS Activities Director, Cheerleader Advisor

## CLASS C:

GSHS HEAD COACHES: Tennis, Golf, Cross Country  
 GSHS HEAD JUNIOR VARSITY COACHES: Football, Girls Basketball, Boys Basketball, Baseball, Softball, Boys Soccer, Girls Soccer, Volleyball, Head Frosh Football, Frosh Boys Basketball, Frosh Girls Basketball, Frosh Volleyball  
 GSHS ASSISTANT COACHES: 2-Varsity Football, Wrestling, Track\*\*\*, GSHS Yearbook Advisor  
 GSHS Drama Director - 2 plays produced; if one play per year, then paid at 50% of Class C.

80% of CLASS C: Assistant JV Football, Assistant Frosh Football

## CLASS D:

MIDDLE SCHOOL HEAD COACHES: 2-Football, 2 Girls Volleyball, 2 Boys Volleyball, 2 Girls Volleyball, 2 Girls Basketball, 2 Boys Basketball, Wrestling, Track  
 GSHS Academic Decathlon or GSHS Odyssey of the Mind  
 GSHS Band Director  
 Middle School Athletic Director

## CLASS E:

MIDDLE SCHOOLS: 1-Cross Country, 1-Assistant Wrestling Coach\*, 1-Assistant Track Coach\*\*

\*At the Middle School, if # of athletes exceed 18, a wrestling assistant will be hired.

\*\*A second track assistant will be hired if # of athletes exceed 40 and a third hired if # of athletes exceed 60.

\*\*\*At GSHS a second track assistant will be hired if # of athletes exceed 30 and a third hired if # of athletes exceed 40.

K-8 Yearbook Advisor - If after school - \$14.00/hourly not to exceed \$500.00.

K-8 Band Director if after school - \$20.00/hourly not to exceed \$1,000.00 (Maximum 8 hours student contact per day exclusive of fund raising)

## GSHS

### High school playoffs or post season competition

- a. Competition that extends past the Saturday of the last week of league competition for either a complete team or for individuals who qualify for post season competition will constitute a playoff week. Each succeeding week (Monday through Saturday) that a team or individual is competing constitutes another week on the "playoff" portion of the pay schedule up to and including state level competition. Playoff pay will be 1/13 of the coaches' salary for each playoff week and only head varsity coaches and varsity assistants would be paid for playoffs.

## ARTICLE IV CONDITIONS

1. Placement on the schedule will be based on the number of years of coaching/activity directorship in a particular sport as it relates to classes A through E.

2. Service Credit for previous coaching/activity director in District Schools will be granted:

When assigned as coach/activity director in a higher class, i.e., Class C to Class B.

One year of service credit on the higher class pay scale for each two years of assigned and paid coaching/activity director at the lower classification lever.

3. Service credit for coaching in schools outside the District – at the time the person is first assigned coaching duties at a Black Oak Mine school – will be granted:

One year of service credit for each two years of assigned/paid coaching experience as a Varsity – Head coach up to a maximum of three years. (This provision is effective beginning September 1988, and is not retroactive for any personnel previous to that time.)

With 12.5% increase added to 03-04 schedule

Class D & E changed for middle school

cr/cert/extra service 06-07



## STUDENT REVIEW OF FACULTY PERFORMANCE

### Part II

<p>1. Use a No. 2 pencil for marking responses. Do not use ink.</p> <p>2. Write the name of the instructor and the name of the course in the spaces provided.</p> <p>3. Read each statement carefully and mark the bubble that represents your opinion.</p>	<p>Course Name _____</p> <p>Course Code _____</p> <p>Instructor _____</p> <p>Date _____</p>
---	---

<p>A = Strongly Agree   B = Above Average   C = Average   D = Fair   F = Poor   N = No Opinion</p>
--

<p>This part of your review should be as impersonal and objective as you can make it. The rating choices range from A (superior) to F (poor) or N for no opinion. Circle only one rating for each item. Again, you need not sign your name.</p>
---

THE FACULTY MEMBER . . . . .

- |   |                       |
|---|-----------------------|
| 6. Provided and follows a syllabus                                    | A   B   C   D   F   N |
| 7. Requires textbooks and assignments that are relevant to the course | A   B   C   D   F   N |
| 8. Arrives on time and uses class time effectively                    | A   B   C   D   F   N |
| 9. Is well prepared   | A   B   C   D   F   N |
| 10. Explains the subject clearly                                      | A   B   C   D   F   N |
| 11. Answers questions precisely                                       | A   B   C   D   F   N |
| 12. Encourages student participation                                  | A   B   C   D   F   N |
| 13. Is accessible to students   | A   B   C   D   F   N |
| 14. Is knowledgeable and interested in the subject                    | A   B   C   D   F   N |
| 15. Gives tests that generally cover the course's content             | A   B   C   D   F   N |
| 16. Grades with a system that seems fair                              | A   B   C   D   F   N |
| 17. Is fair and impartial to all students                             | A   B   C   D   F   N |

18. Your overall rating of the quality of instruction so far	A   B   C   D   F   N
19. Your overall impression of the faculty member	A   B   C   D   F   N

**Appendix E**

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
CERTIFICATED GRIEVANCE FORM**

Grievant's Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(please print)  
School Site: \_\_\_\_\_ Date of Incident \_\_\_\_\_

**Statement of Grievance (Please indicate name, location, time, etc.)**

**Informal Conferen** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

**Violation - Statement of Contractual Obligation**

**Remedy Sought**

Grievant's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Association Representative \_\_\_\_\_ Date: \_\_\_\_\_

**Response of Supervisor (Level One)**

Signature of Supervisor \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Grievant \_\_\_\_\_ Date: \_\_\_\_\_

**Grievant's Response (1) Accept \_\_\_\_\_ (2) Appeal \_\_\_\_\_**

Signature of Grievant \_\_\_\_\_ Date: \_\_\_\_\_

- (1) If accepted:  
copy 1 - Grievant's supervisor forward to  
District Office  
copy 2 - Grievant  
copy 3 - Association

- (2) If appealed:  
copy 1 - forward to Superintendent  
copy 2 - Grievant  
copy 3 - Association

IF ADDITIONAL SPACE IS NEEDED PLEASE ATTACH SEPARATE SHEET

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
PROCESS AND TIMELINE FOR CERTIFICATED GRIEVANCE**

**Appendix E**

Grievance Processing  
Time Line (Indicate dates -

this form must accompany the Grievance Form)

<p><u>Purpose</u> - "The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem..."</p>	<p>_____</p> <p>Date of Incident</p>
<p><u>Informal Level</u> - An optional informal conference with immediate supervisor. Signature documents that an informal conference occurred.</p>	<p>_____</p> <p>Date of Informal Conference</p>
<p><u>Level One</u> -</p> <ul style="list-style-type: none"> <li>· The Grievance Form must be submitted to the immediate supervisor within 20 days after the grievant knew or reasonably should have known of the grievable event.</li> <li>· A meeting must be conducted within 5 days of receipt of the Grievance Form between the supervisor and the grievant and/or the Association representative.</li> <li>· The supervisor will provide a written disposition within 10 days of the meeting.</li> </ul>	<p>_____</p> <p>Date of Submission of Grievance</p>
<p><u>Level Two</u></p> <ul style="list-style-type: none"> <li>· If the grievant appeals the decision by the immediate supervisor or if no decision is rendered within 5 days of the meeting or 10 days from the date of submission of the Grievance Form, the Grievance Form will be submitted to the Superintendent.</li> <li>· The Superintendent or designee will meet with the grievant and/or Association representative within 5 days.</li> <li>· The Superintendent or designee will provide written disposition within 5 days.</li> <li>· If the grievant appeals the decision or no decision is rendered within 5 days of meeting or 10 days from date of receipt of Grievance Form by the Superintendent the grievant requests in writing for the Association to submit the grievance to Level 3.</li> <li>· The Association provides the Superintendent written notice requesting arbitration within 15 days of receipt of request from grievant.</li> <li>· The Association and District mutually select arbitrator within 10 days of request.</li> </ul>	<p>_____</p> <p>Date of Meeting</p>
<p><u>Final Determination</u> The arbitrator's award is final and binding on the parties.</p>	<p>_____</p> <p>Date of Written Disposition</p>
<p><u>Other Contractual Provisions</u></p> <ul style="list-style-type: none"> <li>· Time limits will begin the day following receipt of the grievance, appeal or written decision.</li> <li>· Time limits may be modified by mutual consent. <ul style="list-style-type: none"> <li>· If the grievant fails to abide by prescribed time periods, the decision rendered at the previous level will be considered as settlement.</li> </ul> </li> <li>· If a supervisor or the Superintendent fails to respond within time periods, the grievant may appeal the grievance to the next higher level.</li> </ul>	<p>_____</p> <p>Date of Submission</p>
	<p>_____</p> <p>Date of Meeting</p>
	<p>_____</p> <p>Date of Written Disposition</p>
	<p>_____</p> <p>Date of Grievant's Request to Assoc.</p>
	<p>_____</p> <p>Date of Association's Request for Arbitration</p>
	<p>_____</p> <p>Date of Selection</p>
	<p>_____</p> <p>Date of Decision</p>

BLACK OAK MINE UNIFIED SCHOOL DISTRICT

INTERMEDIATE DISCIPLINE

JUST CAUSE

The answer to all of the following questions should be “yes”. A “no” answer indicates that just cause may not exist or that some arbitrary, capricious or discriminatory action was involved.

1. **NOTICE:** Was the employee advised or informed of the potential consequences arising from the conduct leading to the discipline?
2. **REASONABLE RULE OR POLICY:** Was the District’s rule or policy reasonably related to the orderly, efficient and safe operation of the District? Should the District have reasonably expected the employee to behave in accordance with the rule or policy?
3. **INVESTIGATION:** Prior to imposing the discipline, did the District take steps to determine whether the employee did in fact violate or disobey a District rule or policy?
4. **FAIR INVESTIGATION:** Was the investigation conducted in a fair and objective manner?
5. **PROOF OF WRONGDOING:** Did the investigation provide evidence or proof that the employee had violated the rule or policy?
6. **EQUAL TREATMENT:** Has the District applied its rules, policies and discipline in an even-handed manner without discriminating against any employee(s)?
7. **DISCIPLINE IMPOSED:** Was the level of discipline imposed by the District in a particular case reasonably related to: (1) the seriousness of the proven offense; and (b) the employee’s employment record with the District?

**APPENDIX G**  
**BLACK OAK MINE UNIFIED SCHOOL DISTRICT**  
**2022-2023 Certificated Salary Schedule**  
**5% Increase as of 7/1/2022**

STEP	I BA + 15 SALARY	II BA + 30 SALARY	III BA + 45 SALARY	IV BA + 60 SALARY	V BA + 75 SALARY	STEP
1	51,030	52,380	53,731	55,081	56,431	1
2	53,580	54,930	56,282	57,633	58,983	2
3	55,762	56,209	57,559	58,908	60,259	3
4	58,684	60,036	61,386	62,736	64,086	4
5	58,684	62,662	65,362	66,564	67,913	5
6	58,684	62,662	65,362	67,839	70,465	6
7	58,684	62,662	65,362	67,839	71,741	7
8	58,684	62,662	65,362	67,839	74,293	8
9	58,684	62,662	65,362	67,839	76,843	9
10	58,684	62,662	65,362	67,839	78,120	10
11	58,684	62,662	65,362	67,839	80,671	11
12	58,684	62,662	65,362	67,839	84,055	12
13	58,684	62,662	65,362	67,839	85,343	13
14	58,684	62,662	65,362	67,839	89,207	14
15	58,684	62,662	65,362	67,839	93,481	15

**YEARLY STIPENDS FOR DEGREES**

Masters Degree:	\$	1,000.00	Yearly Stipend
Doctors Degree:		1,500.00	Yearly Stipend
Resource Specialist Teacher:		500.00	Yearly Stipend
Resource Specialist Teacher w/Resource Credential:	\$	500.00	Yearly Stipend

180 teaching days plus 5 work days

On or after July 1, 2000, units for column movement must be for activities approved as part of the member's professional development plan. Any approved units turned in by the last working day of September will be used for salary schedule placement in that same year.

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER. NO PERSON SHALL BE DISCRIMINATED AGAINST BECAUSE OF RACE, COLOR, SEX, NATIONAL ORIGIN, AGE, OR HANDICAP.**

Board Approved: February 10, 2022

**SEE APPENDIX I FOR THIS SALARY SCHEDULE**

**APPENDIX I  
BLACK OAK MINE UNIFIED SCHOOL DISTRICT  
2022-2023 School Counselor/Nurse Salary Schedule  
5% Increase as of 7/1/2022**

Position	Days	STEP						
		1	2	3	4	5	6	7
School Counselor K-6	198	74,694	78,624	82,760	87,116	91,473	96,047	100,849
School Counselor 7-12/School Nurse		78,367	82,492	86,832	91,405	95,974	100,775	105,811

**YEARLY STIPENDS FOR DEGREES**

Masters Degree: \$ 1,000.00 Yearly Stipend  
 Doctors Degree: \$ 1,500.00 Yearly Stipend

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER. NO PERSON SHALL BE DISCRIMINATED AGAINST BECAUSE OF RACE, COLOR, SEX, NATIONAL ORIGIN, AGE, OR HANDICAP.**

**Board Approved: February 10, 2022**

CALIFORNIA'S VALUED TRUST  
MEDICAL BENEFIT PLANS  
As of October 1, 2019

Anthem Blue Cross Plan 1: 100% plan  
Anthem Blue Cross Plan 4: 90 - 10 plan  
Anthem Blue Cross Plan 6: 80 - 20 plan  
Anthem Blue Cross Plan 10A: Base Plan  
Anthem High Deductible Health Plan 1  
Anthem Blue Cross Bronze Plan  
Anthem Blue Cross Wellness Plan

Kaiser Plan 2  
Kaiser Plan 5  
Kaiser Plan 8  
Kaiser Bronze Plan

Sutter EPO-100 RXA  
Sutter EPO-90 RXA  
Sutter EPO-80 RXA  
Sutter EPO-70 RXA  
Sutter EPO-HSA

Delta Dental

Vision Service Plan

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT**  
**Pre-approval for professional development activities for salary schedule credit**

NAME \_\_\_\_\_

Date \_\_\_\_\_

<b>6.0</b>	<b>Develops as a Professional Educator</b>
<b>6.1</b>	<b>Reflects on teaching practices and plans professional development</b>
<b>6.2</b>	<b>Establishes professional goals and pursues opportunities to grow professionally</b>

I would like to take the following class as part of my professional development plan:

Title of Course: \_\_\_\_\_

Units Attempted: \_\_\_\_\_

A copy of the course description or flyer describing the activity is attached to this form.

In order to receive salary schedule credit, I will submit a grade report or transcript to the Personnel Services Coordinator.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Signature

\_\_\_\_\_  
Date



For District Office Use

Date Received \_\_\_\_\_

Course Description attached: Yes \_\_\_ No \_\_\_

Transcript or grade report received: Yes \_\_\_ No \_\_\_

Date Graduate Unit Report completed and sent to employee \_\_\_\_\_

