

**AGREEMENT  
BETWEEN  
ALISAL TEACHERS' ASSOCIATION**

**AND**

**ALISAL UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES**

**2008-2011**

# **BOARD OF TRUSTEES**

Jose Castañeda  
Sarah Garcia  
Meredith Ibarra  
Gary Karnes

Dr. Esperanza Zendejas,  
Superintendent

| <b>TABLE OF CONTENTS</b>                       |            | <b>PAGE</b> |
|--|------------|-------------|
| ARTICLE 1 - Agreement                          |            | 4           |
| ARTICLE 2 - Recognition                        |            | 5           |
| ARTICLE 3 - Leaves of Absence                  |            | 6           |
| ARTICLE 4 - Duty-Free Lunch                    |            | 12          |
| ARTICLE 5 - Placement on the Salary Schedule   |            | 13          |
| ARTICLE 6 - Salary                             |            | 17          |
| ARTICLE 7 - Employee Benefits                  |            | 19          |
| ARTICLE 8 - Retirement                         |            | 21          |
| ARTICLE 9 - Retirement: Part-Time/Full-time    |            | 22          |
| ARTICLE 10 - Grievance Procedure               |            | 24          |
| ARTICLE 11 - Transfer and Reassignment         |            | 27          |
| ARTICLE 12 - Class Size                        |            | 33          |
| ARTICLE 13 - Fair Share Plan                   |            | 34          |
| ARTICLE 14 - Negotiations                      |            | 36          |
| ARTICLE 15 - Meetings                          |            | 37          |
| ARTICLE 16 - Evaluation                        |            | 39          |
| ARTICLE 17 - Job Sharing                       |            | 44          |
| ARTICLE 18 - Longevity                         |            | 45          |
| ARTICLE 19 - Year-Round Education              |            | 46          |
| ARTICLE 20 - Work Day/Work Year                |            | 50          |
| ARTICLE 21 - Savings Provision                 |            | 53          |
| ARTICLE 22 - Peer Assistant and Review Program |            | 54          |
| ARTICLE 23 - Term of Agreement                 |            | 63          |
| SALARY SCHEDULES                               | Appendix A | 64          |
| GRIEVANCE FORM                                 | Appendix B | 69          |
| PAR CONSULTING TEACHER APPLICATION             | Appendix C | 70          |
| EVALUATION FORMS                               | Appendix D | 74          |
| EVALUATION RUBRICS                             | Appendix E | 77          |
| HISTORICAL LANGUAGE                            | Appendix F | 82          |
| BOARD POLICY REGARDING DISCIPLINE              | Appendix G | 88          |

## ARTICLE 1 - AGREEMENT

- A. This is an Agreement made and entered into this 3<sup>rd</sup> day of June 2009, between the Board of Trustees of the Alisal Union School District (hereinafter referred to as the "Board") and the Alisal Teachers' Association/California Teachers' Association/National Education Association (hereinafter referred to as "Association") and shall become effective on July 1, 2008 through June 30, 2011.
  
- B. This Agreement is pursuant to Chapter 10.7, Section 3540-3549 of the Government Code.

## **ARTICLE 2 - RECOGNITION**

- A. The Board recognizes the Association as the exclusive representative of all full-time, part-time, and job sharing situations for certificated employees, except these designated employees: management, supervisory, confidential, substitute teachers, and summer school teachers for the purposes of meeting and negotiating.

## ARTICLE 3 - LEAVES OF ABSENCE

### A. LEAVE OF ABSENCE WITHOUT COMPENSATION

1. **Definition:** An approved leave of absence shall constitute an absence from duty without salary or other benefits when there is a definite intent upon the part of the employee to return at the end of a designated period.
2. **Purpose:** The District may grant a unit member, upon request, an unpaid leave of absence to pursue personal endeavors, such as, but not limited to, travel (for study, for research, teaching or lecturing under a nationally recognized fellowship or foundation approved by the State Board of Education) for teaching overseas; for family responsibilities; or for a position opportunity. A position opportunity leave may be requested to enable a certificated employee to accept a position for personal or professional advancement when it will serve the best interests of the pupils and benefit the school district. However, it shall not include taking another position in a public school district or changing careers. A unit member may apply for and may be granted an unpaid health leave of absence. The unit member shall furnish the District, upon request, a physician's verification of his/her need for such health leave.
3. **Length:** A leave of absence may be granted up to a period of one (1) year. Extension of leave for an additional year may be granted at the discretion of the Board. Petition for extension shall be on file by April 1.
4. **Eligibility:** A certificated employee shall have rendered three (3) continuous years of service to the District before a leave of absence may be granted, unless the health and/or welfare of the employee dictate that a leave should be granted.
5. **Extent and Distribution:** Each request for leave of absence will be evaluated on its own merit, the Board's decision being based upon the best educational interests of the District.
6. **Frequency:** After five (5) years of service, a request for another leave of absence may be granted.
7. **Requests for Leaves:** An applicant requesting a leave for the succeeding school year must submit a written request (including the date of his/her intended return) to the Board by April 1. Requests for leaves for teaching in the American Armed Services Dependents' School must be made as soon as notification of appointment is received. Requests for leaves, which would fall within a school year, should be made as soon as possible, but not less than four (4) weeks in advance of the date in which the leave is to become effective, unless such notice is prevented by an emergency. The request must include the date of intended return.

8. **Notice of Return:** During the period of the approved leave of absence, the employee must notify the Superintendent by April 1 of his/her intent to return if the leave was for the entire school year, and no less than four (4) weeks of the anticipated return, if the leave falls within the school year.
9. **Substituting During Leave of Absence:** Teachers on leave of absence may substitute in the District during the term of the leave. Teachers on leave of absence may also teach summer school and/or intersession. However, in no instance shall a change in progression on the salary schedule be made due to the time served as a substitute, or if the teacher enters into a contract with District, during the period of the approved leave, unless the teacher has taught seventy-five percent (75%) of the days school is in session, including time served as a substitute.
10. **Reinstatement:** At the expiration of the leave of absence, the employee shall, unless otherwise agreed, be reinstated in the position s/he held at the time of the granting of the leave of absence. Leaves of absence should not constitute a break in the continuity of service in the District. The regular longevity increment for teachers who have been granted a leave of absence for study will be granted when such study is undertaken as a full-time student to fulfill the requirements for the acquisition of a clear credential. A minimum of two (2) semesters of study in an accredited college or university must be undertaken in order to qualify for the leave.

## **B LEAVE OF ABSENCE WITH COMPENSATION**

1. **Bereavement:** Leave of absence due to death or critical illness (defined as death pending) of a member of immediate family: Every person employed by a school district in a position requiring certification qualifications is entitled to a leave of absence not to exceed five (5) days on account of death or critical illness of any member of the immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by this Agreement. Member of the immediate family means: spouse, mother, father, step-mother, step-father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister of the employee, or of the spouse. Any person living in the household of the employee is also included. Any certificated employee may elect to attend the funeral of any person not covered by the first section above. Such employee will be charged the per diem substitute rate for each day or one-half (1/2) per diem rate for each partial day of absence. Each employee will first try to cover with existing personnel.

2. **Sick Leave:** Each certificated employee employed five (5) days a week for the regular school term (August to June) is entitled to ten (10) days sick leave each year. Any days not used will be for use in succeeding years. Certificated employees employed for the full fiscal year shall be entitled to twelve (12) days annual sick leave, which shall be accumulative. Employees employed for less than five (5) school days a week shall be entitled to proportionate sick leave and other leave authorized by this Agreement in ratio to the number of days they are employed per school year.

The District shall provide each unit member with an accounting of the number of days of sick leave s/he has accumulated, plus the number of days to which the unit member is entitled for the current school year. The District shall make available at each site a monthly accounting of sick leave days for unit members by November 30th of each school year through June 30th of the next year, until MCOE begins to provide a monthly accounting with the individual's paychecks.

**Verification of Sick Leave:** Whenever an employee is required to be absent from duties for three (3) or more days on account of sickness or injury, said employee may be required, at the discretion of the District, to provide proof of sickness and/or injury as indicated below:

- a. The employee's signature to the effect s/he has been absent due to illness or injury requiring his/her absence for the period specified;
- b. A physician's verification stating that the employee was not able to perform his/her normal duties for the specified period; or
- c. A written statement by the employee to the effect s/he is a member of religious sect, denomination, or organization and that s/he was ill or injured during the specified period and that s/he was treated in accordance with the practices of his/her religious belief.

Employees are entitled to sick leave upon request for required absences due to inability to work caused by pregnancy, miscarriage, childbirth, and recovery there from. The length of such absence, including its beginning and ending dates, shall be determined by the employee and her physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are temporary disabilities and shall be treated on the same terms and conditions applied to other temporary disabilities. Unless the determination is based upon a bona fide occupational qualification, no employee shall be denied employment or entrance into a training program leading to employment, or discriminated against because of her pregnancy. Nor shall any employee be terminated who is temporarily disabled by reason of pregnancy.

**3. Personal Necessity:** Sick Leave Allowed for Personal Necessity: Any days of leave of absence for illness or injury allowed pursuant to Section 2 above may be used by the employee, at his/her election, in case of personal necessity. The employee shall not be required to secure advance permission for personal necessity leave taken for any of the following reasons:

- a. Death or serious illness of a member of his/her immediate family.
- b. Accident involving his/her person or property or the person or property of a member of his/her immediate family.
- c. In cases of emergency where conditions beyond an employee's control prevent the employee from reporting to duty.

Advance Permission: Advance permission for personal necessity leave is required for the following reasons:

- a. Appearance in court as a litigant or as a witness under an official order.
- b. When a child is born to the employee's wife or when a child is adopted and taken into custody by the employee, such time off may be taken during birth and/or at the time of discharge from the hospital.
- c. Major religious holidays of employee's faith which fall on scheduled workdays.
  - I. Employees shall make their request at least one (1) week prior to the holiday, so that a substitute can be secured.
  - II. Employees shall make the request in writing to be absent on a given date for observances of named holiday of his/her specified faith.

The manner of proof for an employee electing to use "sick leave" rights for personal necessity shall consist of the employee's signature on the completed Alisal School District-Cause of Absence form with a statement of the facts and reasons of personal necessity. All such requests shall bear the recommendations of the appropriate administrator.

4. **Personal Leave Day:** Sick Leave Allowed for Personal Use: A certificated employee may take four (4) personal leave days which shall be charged against his/her accumulated sick leave. An employee electing to use sick leave rights for a personal leave day shall complete the Alisal School District-Cause of Absence form. Notice for this leave shall be made at least forty-eight (48) hours before taking such leave, unless prevented by an emergency, and shall be approved by the Superintendent or his/her designee. These days will not be used to intentionally interrupt the services or instructional program of the District. This leave shall not be accumulative from one (1) school year to the next.
5. **Jury Leave:** An employee shall be entitled to as many days of paid leave as are necessary for appearance in court for jury duty. The employee shall receive her/his regular salary, but shall reimburse the School District the compensation received as a juror, exclusive of mileage allowance. The employee shall report to his/her supervisor for assignment when his/her presence is not required in court.

**C. SABBATICAL LEAVE**

The Board may approve one percent (1%) of the certificated employees under this contract to take sabbatical leave for the purpose of self-improvement and benefit to the District through study or travel or a combination thereof.

1. Sabbatical leave is not to exceed one (1) year after seven (7) years of continuous service in the District.
2. A request for sabbatical leave shall be made in writing to the Superintendent prior to March 15 of the year in which the leave is desired. Application for sabbatical leave shall state the purpose for which the leave is requested.
3. A District committee consisting of two (2) management team members selected by the management team and two (2) teachers selected by the Association will evaluate and make recommendations to the Board by April 1.
4. Fifty percent (50%) of salary shall be paid for the sabbatical leave which shall benefit the children of the District. Salary shall be based upon the amount that would be received during the sabbatical year in the District.
5. In the event the employee requests payment of salary during the sabbatical leave, a bond shall be furnished to guarantee return to the District.

6. An official transcript and/or statement of accomplishments in relation to the objective(s) stated on the application shall be filed with the Superintendent by October 1 of the year in which the applicant returns. A report will be made to the Board.
7. Each case shall be considered on its individual merit.
8. All benefits are to be paid by the employee.

**D. ASSOCIATION LEAVE**

1. If the chief negotiator or designee and two (2) other Association negotiation team members are at a year-round education (YRE) site and on track in July, they will be given five (5) days paid release time to attend the C.T.A. Finance and Bargaining conference in July. If the Association President or designee is at a YRE site and on track in August, s/he will be given paid release time for two (2) days to attend the C.T.A. President's conference in August.
2. The District shall provide the Association President or designee with ten days (10) days of paid release time to conduct Association business. Release time must be taken in full day increments. Request for release time must be submitted in writing to the Superintendent or designee a minimum of two (2) days prior to the requested date.
3. The Association negotiating team members may each be given up to five (5) days release time to attend trainings.

## **ARTICLE 4 - DUTY-FREE LUNCH**

- A. All teachers will have a fifty (50) minute duty-free lunch period, unless an emergency situation (rain is not an emergency) beyond immediate control arises, which would leave students unsupervised. It is the administrator's responsibility to fulfill noon-duty supervision. Each school shall develop a schedule for lunch on foul weather days, which will provide each teacher with a fifty (50) minute duty-free lunch.

## ARTICLE 5 - PLACEMENT ON THE SALARY SCHEDULE

### A. TEACHERS - Criteria for Determining Salary Schedule Placement:

1. College or university units earned following the granting of a Baccalaureate Degree will be counted for placement on the salary schedule providing that these units were earned in subject matter areas which are determined by the Superintendent or designee to be related to the field of elementary education. No member of the unit of representation will be advanced beyond the third column of the schedule without a regular Teaching Credential.
2. **Initial Placement on Salary Schedule**
  - a. This language will apply only to persons hired on or after July 1, 2005.
  - b. The District will only grant up to five years of experience for new teachers for initial placement on the salary schedule.
3. **Service Credit**
  - a. Service credit will be granted for each year of service rendered under a valid public school teaching credential and for service without a credential at any school accredited by a recognized accrediting organization.
4. A teacher must teach seventy-five percent (75%) of the days that school is in session in order to have a school year count as a year of experience (except employees covered under Article 9 of this Agreement).
5. A part-time employee who works a partial work year (for example, those working alternate days in a job share agreement) will receive one (1) year of service credit on the salary schedule upon the completion of the equivalent of one (1) year of service. This credit becomes effective the succeeding fiscal year.
6. Employees with Teachers Corps, Peace Corps, or VISTA service will be granted credit in lieu of teaching experience on the basis of two (2) years of service for one (1) year of teaching experience. A maximum of four (4) years of such service will be recognized in lieu of two (2) years teaching experience.

7. Courses taken from a four-year accredited college or university will be recognized. Credit may be granted for lower division courses from a two-year college when those courses are pre-requisites for an approved academic major or an advanced degree on an approved planned program.

**B. NON-TEACHERS - Criteria for Determining Salary Schedule Placement:**

1. Non-teaching members of the bargaining unit, such as psychologists, counselors, and school nurses shall be given credit for job related post-baccalaureate units from an accredited college or university and job related experience for placement on the salary schedule. This experience shall include, but not be limited to, work in counseling, mental health, social work, parent education, and related school experience. Credit shall be given on the basis of one (1) year of job related experience equal to one (1) year of credit up to the maximum prior years service credit authorized by this Agreement.
2. This language will apply to persons hired on or after July 1, 2005. The District will only grant up to five years for new non-teachers for initial placement on the salary schedule.
3. Service Credit: Service credit will be granted for each year of service rendered under a valid public school teaching credential and for service without a credential at any school accredited by a recognized accrediting organization.

**C. ADVANCEMENT - Criteria for Determining Salary Schedule Advancement:**

1. In order for credit to be granted for professional growth on the salary schedule, the employee must have earned a passing grade. A grade of "D" or below will not be acceptable.
2. All courses taken for the fulfillment of professional improvement requirements must have the prior approval of the Superintendent or his/her designee. Request for approval of courses must be submitted on the required forms in duplicate before the course begins in order to be granted credit on the salary schedule for the next year. If the request is made after a course begins, the employee will be refused credit for that year. The employee may request approval for the same course before June 30 of the following year.

The term "before the course begins" is defined as "before or within five (5) work days from the first meeting of the class/workshop, including District-sponsored workshops".

Exceptions to the aforementioned pre-approval requirements are listed as follows:

- a. When the employee starts the course or workshop series late, after the official beginning date of the course or workshop. The employee must secure written pre-approval before or within five (5) work days of the date s/he first attended the class or workshop. The date of first attendance must be verified in writing by the course or workshop instructor or institution.
  - b. When the course or workshop series begins before it is approved by the institution for college credit. The employee must secure written approval within five (5) days after the employee knew or should have known that the course or workshop series was approved for college credit. The official start date for the course or workshop series must be verified by the institution.
3. Courses taken from a four-year accredited college or university will be recognized. Credit may be granted for lower division courses from a two-year college when those courses implement the in-service training program of the District or are prerequisites for an approved academic major or an advanced degree on an approved planned program. Not more than twelve (12) semester units of credit for course work taken, or to be taken, in areas unrelated to elementary curriculum shall be accepted for advancement on the salary schedule.
  4. Upon completion of the course, the official grade card pending receipt of official transcript of record must be submitted to the Human Resources Office for recording in the employee's personnel folder.
  5. Credit will be granted for District-sponsored workshops and television courses which implement the in-service training program of the District. Teachers desiring professional growth credit for participation in curriculum workshops must observe the following:
    - a. Sign in at each workshop attended. Each building will develop implementation procedures.

- b. One (1) semester unit equals fifteen (15) hours of directed work.
  - c. A maximum of twelve (12) semester units earned in workshops will be allowed during service to the District.
6. Effective July 1, 1996, employees who are working on CLAD or BCLAD certification shall be granted credit for advancement on the salary schedule for any units earned while employed by the District even though those units were taken during work time or paid for by the District. Nothing contained herein shall be construed as requiring the District to pay for any training program for CLAD or BCLAD certification.
  7. A part-time employee will receive one (1) year of service credit on the salary schedule, upon the completion of the equivalent of one (1) year of service. This credit becomes effective the succeeding fiscal year.
  8. A teacher must teach seventy-five percent (75%) of the days that school is in session, in order to have a partial year count as a year of experience (except employees covered under Article 9 of this Agreement).
  9. If an employee plans to change salary classification by reason of additional earned units, s/he must file an intent with the Human Resources Office by May 15 of each year if the anticipated salary increase is to be effective the following year. October 15 shall be the final date for submitting all official documentation for advancement from column to column on the salary schedule.
  10. No salary payment will be made until official transcripts of record and certification of teaching experience are placed on file in the Human Resources Office.
  11. The Board may increase salaries of certificated employees any time during the term of this Agreement.
  12. No later than October 15, the Administration Office will furnish the Association with the placement of personnel covered by this Agreement on the respective salary schedule as of October 15 of that year.

## ARTICLE 6 - SALARY

### A. SALARY DURING THE TERM OF THE CONTRACT:

1. For Fiscal Year 2008-09, there shall be no salary increase.
2. For Fiscal Year 2009-10, in the event the State declares and funds a Cost of Living Adjustment (COLA), there shall be a salary increase for the bargaining unit that accounts for 35% of funded COLA (funded statutory COLA/revenue increase and does not include categorical increases). This increase shall apply only to increases in the COLA declared and funded during Fiscal Year 2009-10 and cannot be claimed in future years.
3. For Fiscal Year 2010-11, there shall be no salary increase.

B. **HOURLY RATE:** The hourly rate will increase to thirty-eight dollars (\$38.00) for 2007-2008 utilizing the following formula; eighty percent (80%) of the average teacher daily rate divided by seven (7) hours. The average annual salary is computed by adding the amounts in Col. 1, Range 1 and Col. F, Range 30 on the teacher salary schedule and dividing by two (2). The average daily rate is then determined by dividing the annual average salary by 183 days and multiplying that amount by 0.80. The average daily rate divided by seven hours (7) and rounded to the nearest dollar equals the hourly rate.

C. **SUBSTITUTE DURING NON-WORK DAYS:** Unit members, who are qualified to serve as substitute teachers, may substitute during their non-work days and receive seventy-five percent (75%) of their individual daily rate.

D. **RELOCATION STIPEND:** Persons newly hired who live outside of a one hundred (100) mile radius from Salinas, shall be paid a relocation stipend of five hundred dollars (\$500). Individuals who live more than five hundred (500) miles from Salinas shall be paid a relocation stipend of one thousand dollars (\$1,000).

E. **STIPENDS FOR REDIRECTED STUDENTS:** Each day a teacher assumes responsibility for students who are redirected to him/her from a class for which there is no available teacher, the receiving teacher shall be paid a stipend equal to seventy-five (75%) of average daily rate divided by twenty-five (25), times the number of redirected students received in his/her classroom.

F. **YRE STIPEND:** All unit members assigned full-time to a YRE site will receive two hundred fifty dollars (\$250) stipend for the 1999-2000 school year. Beginning with the 2000-2001 school year, this stipend will be increased to five hundred dollars (\$500) per year. The stipend will be paid to unit members in their third monthly paycheck at a YRE site.

**G. SPEECH AND LANGUAGE THERAPIST SALARY:** Speech and Language Professional Salary Schedule: Implement the new speech and language salary schedule, as proposed by the District on 2/9/07 effective 7/1/07. This salary schedule will be identical to the school psychologists' salary schedule and will apply to employees with Speech and Language and/or Communicatively Handicapped Credentials whose assignment involves delivering services to students who qualify for Speech and Language services or are enrolled in a Severe Delay of Language Program (including Itinerant Pre-school Program).

1. Current employees will be transferred from the Teachers' Salary Schedule to the Speech and Language Salary Schedule in the following manner:
  - a. Employees currently on Column F will be placed at the same step on the new Speech and Language Schedule. For example, if an employee is currently on step 20 of column F, they will be placed at step 20 of the Speech and Language Salary Schedule.
  - b. If an employee is on a column other than F, the above will be applied with the following modification. The difference between the columns will be subtracted from the new schedule placement and employee adjusted to the nearest higher salary level on the Speech and Language Salary Schedule.
  - c. If an employee's base salary, adjusted for extra days, is less than step one of the new teachers' salary schedule, the teacher will be placed on step 1 of the new Speech and Language Salary Schedule.
  - d. A separate salary schedule will be developed for Speech and Language Professionals and Psychologists to reflect the longer workday. They will receive an additional .10 factor for working an 8:00 a.m. to 5:00 p.m. workday inclusive of a one hour lunch period. The decision of a longer work year will be established on an annual basis with mutual agreement between the District and the individual employee.

## ARTICLE 7 – EMPLOYEE BENEFITS

### A. MEDICAL BENEFITS

1. For the 2006-07 school year, the District will contribute \$256,829 of the increased bargaining unit cost over the 2005-2006 fiscal year MCSIG rates. This amount plus the \$66,000 left from the “buy back days” will be applied to this year’s increase in health benefits.
2. The District will cover the first eight months of the remaining increased cost from the 2005-2006 to 2006-2007 benefit for any employee with family coverage that is willing to move to Plan III as of March 1, 2007.
3. If an employee with family coverage decides to go back to Medical Plan I or II, the District’s obligation will be to contribute at the Plan III family rate.
4. The District will cover the increased bargaining unit member’s cost for health benefits over 2006-2007 up to \$250,000 (inclusive of the one-time \$66,000 buy-back day adjustment). The total 2007-2008 District contribution for benefits minus the dollar equivalent professional development day adjustment (inclusive of the one-time \$66,000 professional development day adjustment) of \$184,000 shall become part of the minimum District contribution for Benefits in 2008-2009. Both parties may negotiate an increase to this minimum amount for 2008-2009.
5. For Fiscal Year 2008-09, the District contribution for medical benefits shall remain the same as for Fiscal Year 2007-08.
6. For Fiscal Year 2009-10, the District shall pay for the MCSIG increases in the cost of medical benefits, an 11.74% increase over Fiscal Year 2008-09, for all plans established by MCSIG over the rate paid in Fiscal Year 2008-09.
7. For Fiscal Year 2010-11, the District shall pay up to 7.5% of the increase in the cost of medical benefits over the rate paid in Fiscal Year 2009-10. In the event that the JPA increases for medical benefits exceed 7.5% for Fiscal Year 2010-11, the employee’s portion for the July and August health and welfare increase deducted in June shall be divided into 10 months, except for employees who are not returning to the District.

**B. DENTAL INSURANCE**

The Board will provide employees included in the unit of representation and eligible family members the Delta Dental Plan to be paid for by the District. These benefits will be maintained at District cost for the term of this Agreement. Any increase in dental premiums for the 2005 -2006 insurance year will be covered by the unit member. For the 2006-2007 school year, the District will cover the out-of-pocket cost of dental insurance for all employees. For the 2007-2008, the District will continue to cover 100% of the cost for dental insurance for EMPLOYEE, EMPLOYEE + ONE, AND FAMILY.

**C. VISION SERVICE**

The Board will provide employees included in the unit of representation and eligible family members with California Vision Service to be paid for by the District. These benefits will be maintained at District cost for the term of this Agreement. Any increase in vision premiums for the 2005-2006 insurance year will be covered by the unit member. For the 2006-2007 school year, the District will cover the out-of-pocket cost of vision insurance for all employees. For the 2007-2008, the District will continue to cover 100% of the cost for vision insurance for EMPLOYEE, EMPLOYEE + ONE, AND FAMILY.

**D. LIFE INSURANCE**

The Board will provide each employee in the unit of representation with a fifty-thousand (\$50,000) dollar term life insurance (\$25,000 coverage through JPA insurance coverage and \$25,000 through District-paid insurance).

**E. PART-TIME EMPLOYEES**

Part-time employees included in the unit of representation are entitled to a prorated District contribution towards the benefits in sections A through D above.

**F. MEDICARE**

The District shall permit the individual members of the unit to elect to participate in Medicare coverage pursuant to the rules and regulations adopted by the Public Employees Retirement System.

## ARTICLE 8 - RETIREMENT

### A. HEALTH BENEFITS

The District will continue the medical coverage until age of eligibility when full Medicare is available for employees retiring after reaching their fifty-fifth (55) birthday provided the employee has rendered fifteen (15) years of service to the District prior to retirement. The retired employee, upon reimbursement to the District, will be able to obtain coverage for all eligible dependents by the payment to the District of three (3) months premiums in advance of the first month of coverage and monthly thereafter.

### B. GOLDEN HANDSHAKE

Annually, the Superintendent or designee shall consider recommending the "Golden Handshake" to the Board of Trustees, if provided for by law.

### C. DISTRICT CONTRIBUTION

1. Pay-as-you-go Retire Benefits: For the 2006-2007 school year, the District will contribute .75 % of 1% of the certificated salary schedule for what are currently "pay-as-you-go" financed retiree benefits.
2. Retiree Health Benefits: For 2007-2008 school year, the District will contribute the equivalent of .75% of 1% of the certificated salary schedule to a budget set aside for retiree health benefits.

## ARTICLE 9 - RETIREMENT: PART-TIME/FULL-TIME

### A. QUALIFICATIONS

Employees who are members of the State Teachers Retirement System may be permitted to reduce their workload from full-time and maintain full-time status for retirement purposes if they meet the following requirements:

1. Reach the age of fifty-five (55) prior to the reduction in workload and are not older than sixty-five (65). Members in the program who reach the age of sixty-five (65) during the school year may continue through the year.
2. Be employed in a certificated position in the District for at least ten (10) years, of which the five (5) years immediately preceding participation in this program consisted of full-time employment.

### B. LIMITATIONS

1. Individual participation in the program is limited to a period not to exceed three (3) years.
2. The option of half-time employment may be exercised only at the request of the employee and can be revoked only with the mutual consent of the employer and employee.
3. The Agreement or contract for one-half (1/2) time service shall be executed by the member and the employer, in writing, prior to the period of reduced service before April 15 for the beginning of the school year or before October 15 for the beginning of the second half of the school year.
4. At the end of the three (3) year period or age sixty-five (65), whichever occurs first, the following options shall be available to the participant.
  - a. Resign or retire.
  - b. Request to continue part-time. If granted, the District is released from its obligation to contribute to the retirement of the employee on a full-time basis.

- c. Request to return to full-time. Such request shall be in writing and filed with the Human Resources Office no later than March 1.

**C. DEFINITIONS**

Half-time, for the purposes of this Article, shall be the equivalent of one-half (1/2) of the number of days of service per year required by the employee's last full-time contract of employment.

**D. REQUEST FOR LEAVE**

An employee who is permitted to reduce to half-time shall be required to request a leave of absence for the other one-half (1/2) of his/her service. (This allows for the employment of temporary employees if needed.)

**E. SALARY**

The employee's half-time salary shall be one-half (1/2) the employee's salary had s/he remained a full-time employee. Employees participating in the program shall advance on the salary schedule in the same manner had they been working full-time.

**F. BENEFITS**

The participating employee's health and welfare benefits shall remain the same as received by a full-time employee. In addition, the employee shall be granted full-day sick leave credits even though working half-time and shall be deducted a full-day sick leave for any half-day sick leave absence.

**G. RETIREMENT**

Participating employees and the District shall contribute to State Teachers Retirement System as if the employees were full-time.

## ARTICLE 10 - GRIEVANCE PROCEDURE

### A. PURPOSE

The purpose and intent of this procedure is to secure, at the lowest possible administrative level, prompt, orderly, and equitable solutions to the problems which may arise from time to time affecting the employment conditions of the certificated staff represented by the Alisal Teachers' Association.

### B. DEFINITIONS

1. **Grievance:**

A grievance shall mean a complaint by a member of the bargaining unit that (1) s/he has been treated unfairly or inequitably, or (2) there is a violation, misinterpretation or misapplication of the provisions of this Agreement or of established policy or practice, or (3) his/her health and safety is jeopardized by conditions which can be corrected by the employer.

2. **Grievant:**

A grievant shall mean either (1) an individual employee, or (2) group of employees having the same grievance.

3. **Days:**

The term "days" when used in this Article shall mean working school days or days when the District Office is open.

### C. PROCEDURE

**Step 1:** Within twenty (20) days after the grievant knew or should have known of the event or circumstances occasioning the grievance, an employee and an Association representative, if the employee so desires, shall first discuss the problem with the school official serving as his/her immediate supervisor. If the employee does not wish to be represented by the Association, s/he may be accompanied by another teacher of his/her own choice, provided that such teacher is not an officer, agent or representative of any other teacher organization. If the matter is not satisfactorily adjusted within five (5) days, the employee shall submit it in writing within five (5) days to the same immediate supervisor.

**Step 2:** Such immediate supervisor may request a meeting with the employee and an Association representative, if the employee so desires, prior to making his/her decision, but, in any event, such supervisor must render his/her decision, in writing, with two (2) copies to the employee within five (5) days of the submission to him/her by the employee.

**Step 3:** Failing satisfactory settlement within such time, the aggrieved employee, if his/her immediate supervisor is not his/her school principal, may, within five (5) days, appeal to his/her school principal, or his/her designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above, and the grounds upon which the appeal is based.

**Step 4:** Such school principal, or his/her designated representative, shall meet with the employee and an Association representative, if requested by the employee, within five (5) days after receipt by him/her of such appeal, and shall give his/her decision, in writing, with two (2) copies to the employee, within five (5) days of such meeting.

**Step 5:** An employee assigned to any school, failing satisfactory settlement after submission of his/her grievance to his/her school principal, or if such employee does not have a specific school principal, failing satisfactory settlement after submission of his/her grievance to his/her immediate supervisor, within the time prescribed hereby, the aggrieved employee may, within five (5) days, appeal to the Superintendent, or his/her designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based in first step above, upon any appeal taken, and the grounds upon which the appeal allowed by this sub-paragraph is based.

**Step 6:** The Superintendent and/or his/her representative shall meet with the employee, and an Association representative if requested by the employee, within five (5) days of the receipt by him/her of such appeal, and shall give his/her decision, in writing, with two (2) copies to the employee within five (5) days of such meeting.

**Step 7:** Failing satisfactory settlement at Step 6 above, the aggrieved may appeal in writing to the Board. Representatives of the Board shall hold a hearing within ten (10) days of receipt of such notice of appeal, and shall render a decision, in writing, with two (2) copies to the aggrieved within ten (10) days of such hearing.

**D. TIME LIMITATIONS AND GENERAL PROVISIONS**

1. Time limits can be extended or reduced by mutual consent or due to unusual circumstances.
2. Every effort should be made to process grievances during non student instruction times; however, should the processing of a grievance require that an employee be released from his/her regular assignment, s/he shall be released without loss of pay or benefits.
3. The fact that a grievance is raised by a member of the bargaining unit, regardless of the ultimate disposition, shall not be recorded in the employee's file nor in any file nor record utilized in the promotion process, nor shall such fact be used in any written recommendations for job placement, nor shall such an employee, and employees who participate in any way in the grievance procedure, be subjected to reprisal for having processed a grievance.
4. All documents, records, tapes or other matters relating to the findings, recommendations or decisions occurring from the grievance hearings, after Trustee decision, shall be delivered to the Superintendent to be stored, except pursuant to legal order to do so arising from a subsequent administrative or judicial proceeding held in connection with the matter.
5. Either party to the grievance may request a personal conference in order to resolve the grievance at any level. Either party may request the presence of conferees at this meeting, and if grievance is resolved, the resolution shall be put in writing and interested parties notified of the terms of such resolution.
6. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Association.

## ARTICLE 11 - TRANSFER AND REASSIGNMENT

### A. DEFINITIONS

1. Assignment is a particular placement with particular duties as a certificated employee (i.e. Bilingual Second Grade at Alisal; Resource Teacher at Sanchez; English-Only Component of a Bilingual Team at Steinbeck, etc.).
2. Transfer is a change of assignment from one (1) school/facility to another school/facility.
3. Reassignment is a change of assignment within a school/facility.
4. Involuntary transfer or reassignment is a transfer or reassignment, which the employee does not request, including when the employee's original position is deleted or reclassified.
5. A qualified volunteer is defined as an employee with the appropriate credentials and certificates to teach in a particular position as defined by CTC standards.
6. An assignment opening includes openings due to resignation, death, retirement, leaves of absence, transfer, reassignment, and newly created positions, including positions created as a result of increased student enrollment. Assignment openings, due to reassignments within a site, shall occur after all assignment changes within the site have been finalized. The reassignment process within the site shall be deemed final on the date the Personnel Request Form, the formal request to fill the position, is received in the Human Resources Office.
7. In-District applicant means a District employee who has made written application, which includes a statement as to why s/he wishes to be considered for the assignment, and how s/he is qualified to fill the assignment.
8. Work day, for this Section, means a day when the District Office is open.
9. School day, for this Section, means a day when teachers are working.
10. For the purposes of this article, "seniority" shall be defined as the employee's initial date of probationary service in the District. Ties

will be broken by the initial date of probationary one (1) service and if a tie still exists, by lot. Approved leaves count for calculating seniority by date of hire, but not for calculating years of service to the District.

**B. PHILOSOPHY AND PURPOSE**

The purpose of this procedure is to provide a fair method of transfer and reassignment within the District for all certificated personnel. It shall be the policy of the District to transfer all certificated personnel, so that the best interests of the students are served, a positive school climate is fostered, and the abilities and desires of personnel are coordinated with District needs. The District recognizes the importance of balance when staffing schools.

1. The filing of a request for transfer or reassignment is without prejudice to the employee concerned. It shall not jeopardize his/her present assignment.
2. The transfer/reassignment of personnel shall be the responsibility of the Superintendent or his/her designee who shall see that all laws and regulations are met. Employees are employees of the District at large and there may be times when the Superintendent has to make staff transfers/reassignments.
3. Employees reassigned or transferred while school is in session shall be given not less than two (2) school days of non-classroom assignment. Upon request of the person being transferred during the school year, transportation shall be provided by the District for moving personal materials from the previous site to the new site.

**C. POSTING OF ASSIGNMENT OPENINGS**

1. Assignment openings occurring during the school year shall first be posted for at least five (5) work days at the site where the assignment opening occurs and the resulting assignment opening shall be posted for at least five (5) days in the District Office and at each school site (with the exception of combination grades as specified in 3. below). In the event an employee at the site of the assignment opening requests reassignment after the expiration of the five (5) day site posting, that employee shall be given the same consideration as an employee requesting transfer from another site.

E-mail will be sent to site secretaries, principals, and members of the ATA Rep Council on Fridays for Monday through Friday postings. By Monday morning, two (2) hard copies will be posted at each site and e-mail will be sent to all staff members. As of August 2003, assignment openings will be posted on the Alisal Human Resources web site.

2. Assignment openings for the next school year, shall be posted for at least five (5) workdays in the District Office and at each school site (with a copy sent to the Association President and any off-duty teacher who has requested copies of such postings) in a timely manner, as assignment openings occur. During the time school is not in session, assignment openings need not be posted at the school sites. However, assignment openings shall be posted at summer school sites during summer school. E-mail will be sent to site secretaries, principals, and members of the ATA Rep Council on Fridays for Monday through Friday postings. By Monday morning, two (2) hard copies will be posted at each site and e-mail will be sent to all staff members. As of August 2003, assignment openings will be posted on the Alisal Human Resources web site.
3. In the case of a reassignment from a combination to a single grade and vice versa where:
  - a. there is a common grade between the single grade and combination assignments, and
  - b. the teacher presently filling the deleted assignment fills the new assignment, the regular assignment opening procedure need not be followed.
4. Staff members wishing to have assignment opening notices mailed to them during the time school is not in session may request such in writing. This request must include a mailing address and self addressed stamped envelopes.
5. The assignment opening notice shall state:
  - a. type of assignment\* (e.g., English only, bilingual, reading specialist, etc.)
  - b. grade level
  - c. school site
  - d. starting date (e.g., immediate, September 19, etc.)
  - e. official posting date (date on which copies of the assignment opening notice are posted at the school sites and the District Office)
  - f. closing date for application (which shall not be less than five (5) school days after the official posting date)
  - g. person to contact/application procedure
  - h. funding source of assignment
  - i. ESEA (No Child Left Behind) competency requirements, if they are required at a particular site

\*Job descriptions shall be available for all positions, but need not be included in the assignment opening notice.

**D. VOLUNTARY TRANSFER/REASSIGNMENT**

1. Assignments shall be filled in the following order:
  - a. Staff from within the school where the assignment opening occurs.
  - b. Staff from other schools within the District.
  - c. Recruits from outside the District.
2. Applications will not be given more or less priority due to filing date provided that they are received before the closing date.
3. No assignment shall be filled until all in-District applicants have been paper-screened and/or interviewed.
4. In the circumstance of voluntary transfers/reassignments, the following criteria will be considered but not ranked by priority:
  - Bilingualism/Biliteracy
  - Credentials held District Seniority Employee preference
  - Expertise in a particular skill
  - Grade level experience and/or preference
  - State and Federal guidelines/laws/regulations
  - Years at school site Years of experience
5. An applicant who fails to appear for a previously agreed upon interview without notification shall be deemed to have withdrawn his/her application for the assignment.
6. All in-District applicants shall be notified of the disposition of the assignment opening after the final selection.
7. Upon written request, persons not selected for an assignment shall be afforded a conference with management personnel involved in the selection process to discuss the reasons for the person not being selected.
8. The District is encouraged to utilize teachers from the receiving school in the screening of applicants. The Association President or his/her designee may be contacted for the names of teachers available for such screening during the time school is not in session.

9. When assignment openings occur during the instructional year, the aforementioned transfer procedure will be utilized to select a qualified employee for the position. However, transfers from other schools shall be implemented at the beginning of the following school year unless the Principals of the sending and receiving schools agree otherwise.

**E. INVOLUNTARY TRANSFER/REASSIGNMENT**

There are two types of involuntary transfers/reassignments. One type results from downsizing, loss of program, or changes in enrollment. This can cause involuntary displacement. The other type of involuntary transfer/reassignment may result from not providing adequate service to the children as shown by the employee's written evaluation(s).

**Involuntary Displacement Process:**

1. Based on site enrollment projections, the Principal reports the changes in the staffing allocation. In cases of overstaffing, the least senior employees are displaced to the site displacement pool. Employees in the site displacement pool will be ranked in order of seniority.
2. Grade level reductions may cause additional staff displacements based on enrollment or program reductions in Bilingual and/or EO assignments.
3. The Principal will seek a qualified volunteer(s) at that grade level for possible displacement. Said employee(s) shall be considered involuntarily displaced and placed in the site displacement pool.
4. If no volunteer can be found, then qualified employee(s) at that grade level who were last hired will be involuntarily displaced. Said employee(s) shall be placed in the site displacement pool. To discuss the reasons for involuntary displacements before an involuntary transfer/reassignment occurs, a conference shall be held with the Principal and/or Human Resources with an employee who might be affected by the involuntary displacement.
5. To discuss the reasons for involuntary displacements before involuntary transfer/reassignment occurs, a conference shall be held with the Principal and/or Human Resources with an employee who might be affected by the involuntary displacement.

6. Employees in the site displacement pool, in order of seniority, shall have first consideration for existing site vacancies. If an involuntarily displaced person chooses not to accept an existing site vacancy, that person shall then be placed into the district displacement pool and be considered involuntarily transferred. If the involuntarily transferred/reassigned person's former assignment becomes open, s/he must submit a written request to Human Resources to have first consideration for that assignment.
7. An involuntarily transferred person shall be assigned to a district displacement pool along with those employees who are returning from a Leave of Absence who have been displaced. Assignments to district vacancies shall be based on District seniority and appropriate credentialing. The Human Resources administrators, in consultation with the site administrator, shall counsel with the employee to assist in the selection of an assignment. Beginning with the most senior employee in the district displacement pool, s/he shall have first opportunity to select an assignment for which s/he is qualified. After all the displaced employees are assigned, district transfer requests will be considered.
  - a. If the involuntarily transferred person's former assignment becomes open due to funding restoration, s/he shall have first consideration for that assignment based up his/her written application.
  - b. Such assignment changes shall be implemented at the beginning of the following school year unless Principals of the sending and receiving schools agree otherwise.
8. At the earliest possible opportunity, the newly assigned teacher will meet with the site administrator/ team.
9. No employee will be involuntarily reassigned or transferred two (2) years in succession unless s/he is not providing adequate service to the children as shown by the employee's written evaluation(s).
10. Involuntary Transfer/Reassignment Related to Performance: An involuntary transfer/reassignment related to performance shall not be arbitrary, capricious or without basis in fact.

The PAR/Evaluation committee, within the 2003-2004 school year, will design the guidelines for involuntary transfer/reassignment related to performances around the PAR concept.

Tentative Agreement Reached on June 4, 2003.

## ARTICLE 12 - CLASS SIZE

- A. Maximum class size limits before stipends are earned:
- K – 1 - 29
  - 2 – 3 - 30
  - 4 – 6 - 31
- B. Effective March 30, 2005, the following method for determining stipend payments will be applied:
1. The District will have twenty days to re-designate students to restore class size to class size limits above. For each student over the class size limit stated above that is in a teacher's class on the 21<sup>st</sup> day, the teacher will receive a one-time one hundred dollars (\$100) per student, and, thereafter, five dollars (\$5) per day per student over the class size limit until class size is restored.
  2. Stipends will be paid on a regular monthly paycheck following the month earned, upon submittal of the class size stipend form to the Fiscal Service Office, no later than the 7<sup>th</sup> day of the month. Forms received after the 7<sup>th</sup> of the month will be paid the following month.
  3. All efforts will be made to place excess students in grade appropriate placements.

**ARTICLE 13 - FAIR SHARE PLAN**

- A. Any unit member who is a member of the ATA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
  
- B. Any unit member who is not a member of the ATA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this agreement or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a service fee.
  
- C. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support ATA/CTA/NEA;
  - 1. Except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one (1) of the following non-religious, non-labor organization, charitable funds exempt from taxation under section 501(c) (3) of Title 26 of the Internal Revenue Code.

|                             |                                |
|-----------------------------|--------------------------------|
| Alliance on Aging           | Domestic Crisis Services, Inc. |
| American Cancer Association | March of Dimes                 |
| American Heart Association  | United Way                     |
| American Red Cross          |                                |
  
  - 2. Proof of payment and a written statement of objection along with verifiable evidence of their membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organization pursuant to paragraph #C-1 above, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of paragraph A and B of this Article. Payments shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before same date as ATA/CTA/NEA dues are paid each school year.

- D. With respect to all sums deducted by the District pursuant to authorization of the unit member, whether for membership dues or service fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.
- E. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- F. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.
- G. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in sections B and C above shall or shall not be compromised, resisted, defended, tried or appealed.

## **ARTICLE 14 - NEGOTIATIONS**

- A. If either party desires to alter or amend this Agreement, it shall be done according to the provisions set forth in Chapter 10.7 - Meeting and Negotiation in Public Educational Employment (The Rodda Act).
  
- B. Alisal Teachers' Association will make its initial proposal (sunshine) for reopening negotiations for the next school year at the first School Board meeting in March. The District will respond in April. This timetable can be changed by mutual agreement of both parties.

## ARTICLE 15 - MEETINGS

- A. Regular school site meetings: There will be up to four (4) required meetings per month scheduled on Monday and Tuesday.
1. On the first and third calendar Mondays of the month, there will be grade level collaboration meetings. The first Monday meeting will follow a teacher-generated agenda; the meeting on the third Monday will follow an administrator-generated agenda. The purpose of the meetings will be grade level collaboration centered around school and grade level activity planning, such as lesson development, student academic Data Analysis, test preparation (pre/post). All Monday meetings will dismiss by end of the workday. If the first Monday meeting day falls on a holiday, and there is a fifth Monday in that month, there will be no meeting.
  2. On the second and fourth calendar Tuesdays of the month, there will be staff meeting/professional development meetings directed by the principal or designee for professional development, data analysis, housekeeping and other subjects pertinent to the school. The workday will be 8 hours and 30 minutes inclusive of a duty-free uninterrupted lunch period no less than fifty (50) minutes unless provisions of Article 4 are implemented. If the first Tuesday meeting date falls on a holiday and there is a fifth Tuesday in that month, there will be no meeting.
  3. If for any reason other than illness a staff member can not attend a faculty meeting, professional courtesy demands that the principal be informed before the meeting.
  4. The Administration may not schedule any mandatory meetings on Wednesdays, Thursdays or Fridays except as outlined in Article 20-A3 or by Education Code.
  5. On all Fridays, the workday will be 6 hours and 55 minutes inclusive of duty-free uninterrupted lunch period not less than fifty (50) minutes, unless provisions of Article 4 are implemented.
- B. The District shall schedule meetings at times that do not conflict with the monthly Association meeting.

- C. Unit members' participation on District level committees shall be voluntary.
- D. Unit members shall be granted release time during their workday at no loss of pay or benefits to serve on District level meetings.

## ARTICLE 16 - EVALUATION

### A. EVALUATION PROCEDURE

1. It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable the Board of Education decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.
2. As per CA Ed Code Section 44664, probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members shall be evaluated every other school year. Upon receiving a less than "Proficient" Summative Evaluation, the unit member's evaluation cycle shall begin the following school year.
3. Permanent Bargaining unit members shall be evaluated every five (5) years if they have:
  - a. Ten (10) years of teaching service in the District
  - b. Two (2) previous evaluation cycles with a rating of proficient or better
4. Bargaining unit members who meet the above qualifications may, with the agreement of their evaluator, elect to complete a teacher project/portfolio in lieu of the classroom evaluation procedure described below.
5. All teacher projects/portfolios will align with the California Standards for the Teaching Profession and be mutually agreed upon between the bargaining unit member and his or her evaluator.
6. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.
7. Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15<sup>th</sup> of the year in which the evaluation is to take place.

8. The unit member being evaluated and the evaluator shall meet no later than October 15<sup>th</sup> of the evaluation year to discuss the following:
  - a. Objectives and standards to be achieved during the evaluation period to reflect the CSTP (CA Standards For The Teaching Profession)
  - b. A schedule of observations, conferences, and final evaluation date
  - c. In the event of a disagreement over the objectives, standards, and/or evaluation schedule, the unit member and the evaluator shall:
    1. Make a good faith effort to resolve the differences themselves.
    2. If the disagreement persists, the parties may invite a third party (District designee from Superintendent's Cabinet Assistant/Directors) to assist in resolving the differences. The third party shall make the final decision to resolve the differences.
  
9. The formal evaluation procedure shall be as follows:
  - a. A goal setting conference shall be held prior to October 15
  - b. Formal observations shall last at least 30 minutes
  - c. The formal observation lesson plan shall be discussed at a pre-observation conference meeting between the unit member and the evaluator at least two (2) days prior to the formal observation. The formal observation shall be followed by a post-observation conference meeting with written feedback within five (5) working days of the observation
  - d. The formal observation shall be one (1) in number
  - e. In the case of an "Unsatisfactory" formal observation, the formal observations shall be two (2) in number
  - f. An "Unsatisfactory" rating in a Standard is a result of receiving a majority of "Unsatisfactory" elements in any CSTP

- g. Unit members receiving "Unsatisfactory" ratings in two (2) or more Standards, 1 through 6, shall receive an overall "Unsatisfactory" on their Summative Evaluation. CSTP 6 is not subject to PAR.
  - h. Upon receiving an overall "Unsatisfactory" rating in two (2) or more of the CSTP, 1 through 5, the unit member shall be referred to PAR, the unit member's evaluation cycle shall begin the following school year.
  - i. The Summative Evaluation represents data collected through formal classroom observations, supervisor classroom visitations, other job related observations, and evaluation conferences as measured by the AUSD Evaluation Rubric. The summative evaluation shall be due no later than 30 days before the last school day scheduled on the school calendar as per Education Code # 44663.
  - j. Evaluation Standard Scale Rating:
    - 1. Distinguished: 4 out of 5 total elements evident or 5 out of 6 total elements evident
    - 2. Proficient: 3 out of 5 total elements evident or 4 out of 6 total elements evident
    - 3. Needs Improvement: 2 out of 5 total elements evident or 3 out of 6 total elements evident
    - 4. Unsatisfactory: 1 or fewer of 5 total elements evident or 2 or fewer of 6 total elements evident
10. In preparing the summative evaluation for placement in the unit member's personnel file, the evaluator shall only rely upon data collected through job related observations and evaluation conferences. Any deficiencies that may have been brought to the attention of the unit member, and subsequently corrected utilizing the 15 Day Modification Plan, shall not be included in the final summative evaluation form. Unsubstantiated statements shall not be included in the evaluation.
11. A final evaluation conference between the unit member and the evaluator shall be held no later than 30 days prior to the end of the school year to discuss the content of the final summative evaluation. In the event the unit member disputes the content, the unit member may prepare a written statement, which shall be attached and incorporated into the final evaluation.

12. A unit member shall not be evaluated on or held accountable for any deficiencies or other aspects of the educational program over which the unit member has no authority or ability to correct.
13. Informal observations constitute any random visitations by the evaluator and will not require formal preparation by the unit member; however, weekly lesson plans, as required by Board Policy, shall be available.
14. Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members.
15. The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:
  - a. Standardized achievement test results except as mandated in CA Education Code Section 44662.
  - b. Results of any tests utilized for the purpose of a School Improvement Plan.
  - c. Achievement of objectives stated in Individual Education Programs (IEPs) of Special Education pupils.
  - d. Correlation of classroom curriculum to state or local curriculum frameworks, except as mandated in CA Education Code Section 44662, which may require classroom curriculum to conform to statewide content standards.
  - e. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
  - f. The personal life or lifestyle of a unit member, nor their personal opinions, scholarly, literary, or artistic endeavors.
  - g. Intercoms and television cameras used for communications and monitoring safety conditions.

**B. TEMPORARY AND PROBATIONARY EMPLOYEES**

1. The immediate supervisor shall meet with Temporary and Probationary employees by October 15<sup>th</sup>.

2. By December 1<sup>st</sup>, the immediate supervisor shall review the teacher's performance in the first trimester and inform the teacher whether any problems were noted that could result in the teacher not being reelected.
3. If any such problems are identified, the immediate supervisor shall provide the unit member, at this meeting, with a written assistance plan designed to allow the unit member to make the improvements necessary to attain permanent status.

**C. EVALUATION FORMS**

1. Evaluation forms, as noted in appendix D & E shall be utilized for all certificated bargaining unit members.

## **ARTICLE 17 - JOB SHARING**

- A.** Job Sharing is a plan whereby two (2) people share the full responsibilities of one (1) full-time position. Job Sharing is a one-year agreement. It shall be agreed upon by both parties, school site administration, and the Superintendent.

## ARTICLE 18 - LONGEVITY

1. Each employee will receive one (1) year credit for each year service credit in the District. The actual longevity step will be calculated by adding the number of years service in the District plus the initial step the employee started on when hired into the District. (For example, an employee who is given seven (7) years service from another district and has worked ten (10) years in the District will be on the eighteenth (18) step.) All current members will be converted to the attached salary schedule and placed on the step which corresponds to the number of years of credited service in the District plus their initial hiring step.
2. Longevity is applied to columns C through F in the following manner:
  - Column C - from Step 14 to Step 21
  - Column D - from Step 14 to Step 27
  - Column E - from Step 14 to Step 30
  - Column F - from Step 14 to Step 30
3. All raises on the salary schedule will be applied to all steps including longevity.
4. School Psychologist and Outreach Counselor Salary Schedules which are based on a five (5) step schedule will receive beginning with step six (6) and continuing to step thirty (30), the longevity amounts equal to the teacher's salary schedule.
5. As of July 1, 2000, the base longevity increment on the teacher's salary schedule will be six hundred dollars (\$600).

## ARTICLE 19 - YEAR-ROUND EDUCATION

This Article applies only to employees who are assigned to a year-round school site. For the purposes of this section, "year-round education" is noted as "YRE."

### A. LEAVES OF ABSENCE

All provisions of Article 3 - Leaves of Absence of the current agreement apply to YRE school employees including the following:

1. Sick Leave: Unit members whose work year is 196 days shall accrue eleven (11) days of sick leave annually.

### B. TRANSFER AND REASSIGNMENT

All provisions of Article 10 -Transfer and Reassignment of the current agreement apply to YRE school employees including the following:

1. The District will make every effort to staff YRE schools with employees who have volunteered. However, the following YRE provisions do not guarantee a transfer to traditional year schools.
2. Definitions:
  - a. Assignment is a particular placement with particular duties as a certificated employee (i.e. Bilingual Second Grade on B Track at Alisal; Resource Teacher at Sanchez; English-Only Component of a Bilingual Team at Steinbeck, etc.).
  - b. Reassignment after initial placement is a change of assignment and/or track within a school/facility.
3. Involuntary Transfer/Reassignment:
  - a. Employees who work extra days because of involuntary transfer or reassignment shall be compensated at their per diem rate for the extra days.

### C. CLASS SIZE

All provisions of Article 12 - Class Size of the current agreement apply to YRE school employees including the following:

1. At YRE school sites, the number of students shall be distributed as equitably as possible among tracks.

**D. GENERAL**

1. Employees in YRE schools are entitled to the same rights, privileges and/or compensation as traditional school employees.
2. The base work year shall be 178 days for all unit members who are assigned only to YRE schools.
3. YRE employees working more than the base work year and assigned only to a YRE site shall be paid a per diem for each day in excess of the base work year.
4. All YRE unit members shall be provided their contracts by April 15<sup>th</sup> which shall be returned to the District by May 1<sup>st</sup>. Except, YRE unit members who are off track will be sent their contracts by May 7<sup>th</sup> which shall be returned to the District by May 20<sup>th</sup>.
5. No rover shall be required to serve on more than one (1) committee.

**E. WORK YEAR FOR SUPPORT PERSONNEL**

In 1992-93, the work year for support personnel will be increased as outlined below, unless funding is reduced for the program(s). The actual days worked will be mutually arranged by the principal/department head and the unit member by June 11, 1992. Every effort shall be made to provide services equitably to all tracks and all schools. Any newly created positions of more than 183 days must be negotiated with the Association.

Bilingual Resource Teacher - 196 days

Migrant Resource Teacher - 178 days

Miller-Unruh Reading Specialist Teacher - 178 days

Resource Specialist - 178 days

Music Teacher - 183 days

Outreach Counselor - 183 days

School Nurse - 183 days

School Psychologist - 235 days

Speech Therapist - 196 days

**F. EXCHANGE DAYS**

1. Definition: Exchange Days:

Non-work days in which an employee at a school site agrees to provide service for an on-track employee at a YRE site in exchange for reciprocal service. Exchange days between employees assigned to traditional, sites are not allowed.

2. Unit members shall be eligible for exchange days subject to the following conditions:

- a. Each employee shall be entitled to up to five (5) exchange days annually.
- b. Exchange days must be arranged and agreed upon by both employees. Any dispute regarding exchange days must be handled by the employees involved.
- c. The District shall not be held responsible for compensation for exchange days, which are served and not returned. In the event that days are not reciprocated, the number of days needed to complete the exchange will be deducted from the non-reciprocating unit members' personal leave.
- d. The use of an exchange day shall be subject to the advance approval of the principal or designee. Reasons for denial of any request shall be provided in writing by the principal or designee upon request.
- e. This section is not subject to the grievance procedure.
- f. The District shall not be held responsible for any dispute arising between unit members.

**G. REGULAR TEACHERS AS SUBSTITUTE TEACHERS**

Regular teachers may be employed to substitute during their "off-duty" time as follows:

Regular employees who are off duty, upon notification to the District of their desire, shall be given priority to serve as Substitute Teachers in the District.

**H. STORAGE CABINETS**

Each teacher shall be provided a lockable storage cabinet. Assistance shall be provided in moving the storage cabinets in and out of classrooms.

**I. STUDENTS AS CHILDREN OF EMPLOYEES**

Employees with children attending District schools shall have the opportunity, when possible, to place their children at a school site and/or on a track which allows the employee and children to have similar school schedules.

**J. TRACK ASSIGNMENT**

Assignment to a track shall only be done when the teacher possesses the appropriate certification for his/her assignment.

STEP 1: Teachers from same grade level meet to determine track placements.

STEP 2: If resolution of track assignments cannot be reached at STEP 1, the site principal meets with teachers to reach resolution.

STEP 3: If resolution of track assignments cannot be reached at STEP 2, District seniority will be the determining factor.

STEP 4: If those affected by STEP 3 have same District seniority, selection will be by lot.

## ARTICLE 20 - WORKDAY/WORK YEAR

- A. Effective July 1, 2009, classroom teacher work hours will be as follows:
1. Unit-members shall be responsible for instruction and assigned duties for seven hours for the Fiscal year 2009-10 and every year thereafter inclusive of a duty-free, uninterrupted lunch period no less than fifty (50) minutes unless provisions of Article 4 are implemented.
    - a. On the first and third calendar Mondays of each month, the workday will be seven (7) hours and twenty-five (25) minutes inclusive of a duty-free uninterrupted lunch period no less than fifty (50) minutes.
    - b. On the second and fourth calendar Tuesdays of each month, the workday will be eight (8) hours and thirty (30) minutes inclusive of a duty-free uninterrupted lunch period of no less than fifty (50) minutes.
  2. All site certificated staff shall spend the work day on campus except for lunch, unless excused by the site administrator or designee. The site administrator or designee shall have the authority to excuse unit members earlier than the end of the workday. Each request for an early dismissal shall be individually considered by the administrator; however this will not be precedence setting.
  3. The start time of the instructional day at each school site shall be established by District management with the approval of the Board. In addition to the above requirements of A1 and A2, teachers shall be responsible for other professional obligations, which include, but are not limited to, attendance at District wide meetings, open house, back to school night, program development, professional growth activities, and other non-weekend and typical paid assignments as determined by district/site management. Parent-teacher conferences held outside of the workday will not count as part of the six (6) hours of additional duties. However, such additional duties shall not exceed six (6) hours per month. Any unit member required to spend more than six (6) hours per month on such obligations shall be compensated at the hourly rate as outlined in Article 6-A.

4. Classroom Teacher Instructional Time: The District shall provide to students the minimum instructional time of 54,360 minutes annually.
  - a. The District may establish an early primary program pursuant to Education Code 8970-8974, effective July 1, 2005, that will change Kindergarten to a minimum of 54,360 instructional minutes to reflect a full day of instruction equal to 4-6 grade levels or a modified Kinder Plus which equates to 240 minutes per instructional day.
  - b. Instructional minutes: grades 1-3 same as grades 4-6, effective July 1, 2005.
  
5. Preparation periods for classroom teachers:
  - a. Effective July 1, 2005, the District shall make preparation time (preparation, planning, and conferences) available to classroom teachers of regular and special day classes on the following basis:
  - b. In full five (5) day work weeks, there shall be two (2) fifty (50) minute preparation periods and one (1) twenty (20) minute preparation period.
  - c. In four (4) day work weeks, there shall be two (2) fifty (50) minute preparation periods.
  - d. In work weeks of three (3) or fewer days, there shall be one (1) fifty (50) minute preparation period.
  - e. In any work week when there are three (3) or more minimum days, there shall be no preparation period.
  - f. The classroom teacher will not be responsible for the instructional program, during the fifty (50) minute preparation periods. There will be no required meetings during prep time.
  - g. Any unit member may leave the site for professional reason during prep time and they will notify the site administrator or designee prior to leaving site.

- h. If for any reason, a unit member needs to flex prep time, they will notify the site administrator or designee prior to leaving the site.
  - i. One day a week, teachers will have a planning afternoon after the early release of students, to be used for teacher preparation, or teacher-initiated collaborative meetings. No administrative meetings shall be scheduled for this time, unless it is decided by mutual agreement between the staff and the administration at the site. The amount of planning time may vary between sites and grade levels, and it may change from year to year, due to site program needs.
  - j. In the event substitute teachers are not available and students are redirected, the receiving teacher(s) shall not be responsible for lesson plans for the additional students.
- k. Based on changes in Article 15, which makes the Friday work day 6 hours and 55 minutes long, the preparation period on Friday will be twenty (20) minutes in length.
6. Alternative Education Teachers:
- a. The normal workday excluding lunch, for the Lead Community Day School Teacher shall be eight (8) hours with financial compensation equal to a responsibility factor of 1.15. The normal workday for all other Community Day School Teachers shall be eight (8) hours with the financial compensation equal to a responsibility factor of 1.10.

## **ARTICLE 21 - SAVINGS PROVISION**

- A.** If a court of competent jurisdiction should find that any provision of this Agreement is contrary to law, then such provision should not be valid and should be suspended until the court decision is final, but all other provisions shall continue in full force and effect.

## **ARTICLE 22 - PEER ASSISTANCE AND REVIEW PROGRAM**

### **A. OPENING STATEMENT**

The Alisal Teachers Association ("ATA") and the Alisal Union School District ("District") continuously strive to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction for the children of the District through expanded and improved professional development and peer assistance. Teachers are viewed as valuable professionals who deserve to have the best resources available to them in the interest of improving performance to a successful standard.

### **B. HISTORY**

The California Peer Assistance and Review Program ("PAR") was enacted in March of 1999 and mandates that districts and associations negotiate the provisions of this program. In order for a district to continue to receive specified funds, the law requires a district to implement PAR as required by Assembly Bill IX. The District submitted the required notification on June 18, 1999.

### **C. PURPOSE**

The PAR Program is intended to be a positive feedback mechanism that allows exemplary teachers to assist teachers in need of development in subject matter knowledge, teaching strategies, or both.

### **D. EXCLUSIONS**

The PAR Program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct, which are distinct from teacher evaluations in relationship to the California Standards for the Teaching Profession and the Evaluation Article of the contractual agreement.

**E. JOINT COMMITTEE**

The Joint Committee serves as the governing body for the program and determines program guidelines that are consistent with the terms of the Collective Bargaining Agreement. The Joint Committee consists of four (4) members who are teachers in the District, selected by ATA, and three (3) members who shall be administrators, selected by the District.

Administrative Interns who are unit members shall not be eligible to be appointed to the Joint Committee. Beginning with the 2007-08 school year, the Joint Committee will review the composition of the committee contingent on the budget allocation.

**F. TERMS OF OFFICE**

Initially, two (2) of the ATA members shall serve two (2) year terms and two (2) for three (3) year terms. All subsequent terms shall be for two (2) years.

**G. MEETINGS OF THE JOINT COMMITTEE**

1. Teachers must constitute a majority of those present in order to hold a Joint Committee meeting.
2. The Joint Committee shall meet as needed, but not less than (10) ten times a year.
3. The Joint Committee shall annually select a Chairperson. The Chairperson shall alternate annually between teacher members and administration.
4. Minutes shall be kept of all meetings.

**H. COMPENSATION**

1. **Size of Committee and Stipends Review:** The PAR Joint Committee will review the stipend amount and size of the Joint Committee. Each year, as part of the annual PAR budget review, the Joint Committee will determine whether the budget will support the size of the Joint Committee or stipend amounts and make appropriate adjustments as needed.
2. **Consulting Teachers:** The Consulting teachers shall receive a stipend of \$5,000 payable in two payments. The first payment will be in December. The second payment will be in May.

3. **Panel Members:** The PAR Joint Panel members shall receive a stipend of \$4,000 payable in two payments per year. The first payment will be in December. The second payment will be in May.
4. **PAR PALS:** Two PAR Pals per site shall receive \$1,000 each per year.

I. **JOINT PANEL DUTIES AND RESPONSIBILITIES**

1. Develop a recommended list of trainers/training providers for joint committee members and/or Consulting Teachers
2. Select Consulting Teachers
3. Adopt Rules and Procedures for all aspects of the PAR Program
4. Annually distribute copies of the adopted Rules and Procedures to all bargaining unit members and administrators
5. Establish a procedure for application as a Consulting Teacher
6. Develop and recommend a budget based on the dollars generated by PAR
7. Determine its own meeting schedule
8. Participate in any training required to implement the program
9. Recommend for Board approval the Lead Consulting Teachers and support personnel by majority vote
10. Review documentation submitted by the Consulting Teachers and the site administrator
11. Make Recommendations to the Governing Board regarding the Referred Participating (RPT) Teacher's progress in the PAR Program
12. Evaluate annually the impact of the program and make recommendations to improve the program
13. Develop a format for the Consulting Teacher's final report
14. Submit names to the Governing Board of those Referred Participating Teachers who did not complete the Assistance Plan

**J. CONSULTING TEACHER (CT)**

**1. Qualifications:**

At a minimum, a teacher seeking to be designated as a Consulting Teacher must meet each of the following:

- a. Be a credentialed teacher with permanent status.
- b. Have spent the last 5 years teaching in a self-contained classroom. If no appropriate person is on the Consulting Teacher list, the Joint Committee will seek a qualified Consulting Teacher who meets the qualifications of number three (3) below.
- c. Have demonstrated exemplary teaching ability in one or more of the following areas:
  - I. Effective communication skills.
  - II. Subject matter knowledge.
  - III. Classroom expertise in methodological areas, such as motivation, teaching techniques, and classroom management.
  - IV. Skills in interpersonal relations with students and faculty, problem solving, and decision making.
  - V. Recent involvement in formal and/or informal professional development and growth programs/activities.
  - VI. A mastery of a range of teaching strategies necessary to meet the needs of students in different contexts.
- d. No bargaining unit member who is an administrative intern may serve as a Consulting Teacher.

**2. Duties:**

The Consulting Teacher shall assist Participating Teachers in realizing their maximum potential. The Consulting Teacher shall:

- a. Meet with the Referred Participating Teacher and the Site Administrator as soon as possible after the referral to discuss the PAR Program.
- b. Establish mutually agreed upon performance goals.
- c. Develop an assistance plan and a process for determining successful completion of the assistance plan.
- d. Meet regularly for observations/discussions with the Referred Participating Teacher and provide specific and immediate feedback after each observation.
- e. Document observations, visitations, and meetings/contacts.
- f. Monitor the prescribed Assistance Plan of the RPT and continue to provide assistance, until the plan is completed.
- g. Submit a Final Report to the Joint Committee.

**3. Term of Office:**

Half of the original Consulting Teachers selected by the Joint Committee shall serve terms of 3 years and half will serve terms of 2 years. All subsequent terms shall be for 2 years.

**4. Application for Consulting Teacher Designation:**

A teacher seeking Consulting Teacher designation shall submit his/her written application to the Director of Human Resource by the posted application deadline.

**K. INDEMNITY**

The District will defend and indemnify Joint Committee Members and Consulting Teachers against claims arising out of their good faith performance of duties under this Article. Joint Committee Members and Consulting Teachers, who act pursuant to the program, shall have the same protection from liability and access to appropriate defense, as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

## **L. PARTICIPATING TEACHER**

### **1. Referred Participating Teacher (RPT):**

A teacher shall be referred by the Principal to the PAR Program upon receipt of an unsatisfactory performance evaluation. A referral to the PAR Program can only be made for unsatisfactory performance in any of the following California Standards for the Teaching Profession (CSTP) 1-5:

- a. Standard One: Engaging and Supporting All Students in Learning;
- b. Standard Two: Creating and Maintaining Effective Environment for Student Learning;
- c. Standard Three: Understanding and Organizing Subject Matter for Student Learning;
- d. Standard Four: Planning Instruction and Designing Learning Experiences for All Students;
- e. Standard Five: Assessing Student Learning.

Following the post observation conference in which the teacher is referred and in which the Participating Teacher and Principal discuss the available Consulting Teachers, the Participating Teacher may select his or her Consulting Teacher from the list of Consulting Teachers provided by the Joint Committee. The PAR Program will be provided to the RPT for no more than two years.

### **2. Unsatisfactory Evaluations:**

Upon receiving an Unsatisfactory Rating in two or more of CSTP's 1-5, the teacher will be referred to the PAR program. An unsatisfactory rating is a result of receiving a majority of unsatisfactory elements in a CSTP Standard.

- a. PAR Process:
  - I. Goal Setting
  - II. Formal Observation
  - III. Fifteen Day Modification Plan
  - IV. Formal Observation
  - V. Unsatisfactory Summative Evaluation shall result in PAR referral

Areas of need that do not constitute subject matter knowledge or teaching strategies shall not qualify a teacher to be referred to the PAR Program.

**3. Voluntary Participating Teacher (VPT):**

The purpose of voluntary participation (VP) in the PAR program is to assist permanent unit members who seek to improve their teaching performance. Volunteers may request the Joint Panel to assign a PAR PAL or a Consulting Teacher (CT) to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the PAR PAL or the Consulting Teacher shall play no role in the evaluation of the teaching performance of a Voluntary Participating Teacher. The VPT shall indicate area(s) s/he seeks assistance. The assistance provided will not exceed six weeks.

Teachers may volunteer to participate if they are permanent employees of the District. Participation in PAR by a Voluntary Participating Teacher may be terminated at any time by the Voluntary Participating Teacher without any repercussions or written documentation impacting the Voluntary Participating Teacher's performance review. The Joint Committee shall determine the application process for the VPT's. All communication between the CT and the VPT shall be confidential, and without the written consent of the VPT, shall not be shared with others.

**M. CONFIDENTIALITY**

All materials relating to evaluations, reports, and other personnel matters, which are created or reviewed by the Joint Committee and/or Consulting Teacher, shall be confidential. Therefore, Joint Committee Members and/or Consulting Teachers may not disclose such information obtained during the PAR process except on a need to know basis.

**N. PAR PALS**

- 1. Duties:** The site principal and the PAR Panel select PAR Pals for a term of one year. PAR Pals will meet with site principal to discuss duties and responsibilities and develop an action plan to support the teacher.

The Joint Panel will allocate two PAR Pal positions to each school site.

2. **Criteria:**
  - a. Experienced tenured, credentialed teacher
  - b. Successful recent classroom experience
  - c. Mastery of a wide range of teaching strategies
  - d. Knowledgeable about the California Standard for the Teaching Profession
  
3. **Qualities:**
  - a. Demonstrates strong inter-personal skills
  - b. Committed to supporting and working with new teachers
  - c. Effectively communicates with colleagues
  - d. Provides logistical and emotional support

**O. PEER ASSISTANCE AND REVIEW PROCESS**

1. **Preparation of the Assistance Plan:** As soon as possible after referral to the PAR Program, the Consulting Teacher, the Participating Teacher, and the site administrator will meet to develop a plan for improvement. This plan will include goals and objectives for improvement and a projected date for completion.
  
2. **Classroom Observation:**
  - a. Article 16 of the ATA Contract will remain in effect.
  - b. The CT will conduct multiple observations of the RPT's classroom instruction.
  
3. **Documentation:**
  - a. At dates specified during the development of the Assistance Plan, the CT shall prepare progress reports for the Joint Committee (copies to the RPT and the site administrator). In addition, a copy of the final report shall be made available for placement in the RPT's personnel file (pursuant to EC 44500) after the RPT has had an opportunity to review and comment on it. The Final Report shall not constitute the District's evaluation of the employee's performance.
  
  - b. The Site Administrator will submit all evaluation documentation, as requested by the RPT, and a copy of the Assistance Plan to the Joint Committee for the purpose of program evaluation. All references to the RPT will be by a pre-assigned number to preserve confidentiality.

- c. The Joint Committee shall forward to the Governing Board through the Superintendent the names of teachers who, after up to two (2) years of sustained assistance, are not able to demonstrate satisfactory performance.
- 4. A progress report shall be submitted by the Consulting Teacher to the Site Administrator no later than April 1 each year. The site administrator shall complete the annual evaluation after receiving the progress report, but no later than April 30<sup>th</sup>.

## **ARTICLE 23 - TERM OF AGREEMENT**

- A. This Agreement is made effective July 1, 2008. It shall remain in full force and effect up to and including June 30, 2011.
- B. The Contract term will be extended to June 30, 2011, with a rollover of language that is not changed by the agreement above. No articles will be open for negotiation for either the District or ATA for the 2009-2011 school years.
- C. Both ATA and the District agree that the Board Policy 4118 and Administrative Regulations 4218 and 4118 on Discipline discussed and adopted in 1988, will be attached to the current contract as an appendix.

**ALISAL UNION SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE  
2007-2008**

0.8000% OVER 07-08

| <b>RANGE</b> | <b>A</b>    | <b>B</b>         | <b>C</b>         | <b>D</b>                              | <b>E</b>                                    | <b>F</b>                                    |
|--------------|-------------|------------------|------------------|---------------------------------------|---|---|
|              | <b>B.A.</b> | <b>B.A. + 15</b> | <b>B.A. + 30</b> | <b>B.A. + 45<br/>Or<br/>M.A./M.S.</b> | <b>B.A. + 60<br/>or M.A./<br/>M.S. + 15</b> | <b>B.A. + 75<br/>or M.A./<br/>M.S. + 30</b> |
| 1            | 37,743      | 38,059           | 40,274           | 40,592                                | 42,804                                      | 45,021                                      |
| 2            | 39,254      | 39,581           | 41,884           | 42,521                                | 44,710                                      | 46,914                                      |
| 3            | 40,823      | 41,165           | 43,559           | 44,388                                | 46,608                                      | 48,815                                      |
| 4            | 42,457      | 42,811           | 45,302           | 46,283                                | 48,502                                      | 50,767                                      |
| 5            | 44,155      | 44,524           | 47,114           | 48,190                                | 50,442                                      | 52,798                                      |
| 6            | 45,922      | 46,304           | 48,998           | 50,117                                | 52,460                                      | 54,910                                      |
| 7            | 47,758      | 48,156           | 50,958           | 52,123                                | 54,558                                      | 57,106                                      |
| 8            | 49,668      | 50,082           | 52,996           | 54,207                                | 56,741                                      | 59,390                                      |
| 9            | 51,655      | 52,085           | 55,116           | 56,376                                | 59,011                                      | 61,765                                      |
| 10           | 53,721      | 54,170           | 57,321           | 58,630                                | 61,371                                      | 64,237                                      |
| 11           | 55,870      | 56,337           | 59,614           | 60,976                                | 63,825                                      | 66,806                                      |
| 12           | 58,104      | 58,590           | 61,999           | 63,414                                | 66,378                                      | 69,478                                      |
| 13           | 60,429      | 60,933           | 64,479           | 65,951                                | 69,034                                      | 72,258                                      |
| 14           |             |                  | 65,203           | 66,015                                | 69,758                                      | 72,982                                      |
| 15           |             |                  | 65,927           | 67,399                                | 70,482                                      | 73,706                                      |
| 16           |             |                  | 66,651           | 68,124                                | 71,207                                      | 74,430                                      |
| 17           |             |                  | 67,376           | 68,848                                | 71,931                                      | 75,155                                      |
| 18           |             |                  | 68,100           | 69,572                                | 72,655                                      | 75,879                                      |
| 19           |             |                  | 68,824           | 70,296                                | 73,379                                      | 76,603                                      |
| 20           |             |                  | 69,548           | 71,021                                | 74,104                                      | 77,327                                      |
| 21           |             |                  | 70,273           | 71,745                                | 74,828                                      | 78,051                                      |
| 22           |             |                  |                  | 72,469                                | 75,552                                      | 78,776                                      |
| 23           |             |                  |                  | 73,193                                | 76,276                                      | 79,500                                      |
| 24           |             |                  |                  | 73,917                                | 77,000                                      | 80,224                                      |
| 25           |             |                  |                  | 74,642                                | 77,725                                      | 80,948                                      |
| 26           |             |                  |                  | 75,366                                | 78,449                                      | 81,673                                      |
| 27           |             |                  |                  | 76,090                                | 79,173                                      | 82,397                                      |
| 28           |             |                  |                  |                                       | 79,897                                      | 83,121                                      |
| 29           |             |                  |                  |                                       | 80,622                                      | 83,845                                      |
| 30           |             |                  |                  |                                       | 81,346                                      | 84,569                                      |

ALISAL UNION SCHOOL DISTRICT  
 CERTIFICATED SALARY SCHEDULE  
 2007 - 2008 with .8%

**SCHOOL PSYCHOLOGIST & OUTREACH COUNSELOR**

**NORMAL TEACHER WORKDAY**

| WORK YEAR | 194                    | 183                |
|-----------|------------------------|--------------------|
|           | SCHOOL<br>PSYCHOLOGIST | OUTREACH COUNSELOR |
| 1         | 65,477                 | 59,390             |
| 2         | 68,098                 | 61,765             |
| 3         | 70,822                 | 64,237             |
| 4         | 73,654                 | 66,806             |
| 5         | 76,601                 | 69,478             |
| 6         | 77,323                 | 70,200             |
| 7         | 78,045                 | 70,922             |
| 8         | 78,768                 | 71,644             |
| 9         | 79,490                 | 72,366             |
| 10        | 80,212                 | 73,088             |
| 11        | 80,934                 | 73,810             |
| 12        | 81,656                 | 74,532             |
| 13        | 82,378                 | 75,254             |
| 14        | 83,100                 | 75,977             |
| 15        | 83,822                 | 76,699             |
| 16        | 84,544                 | 77,421             |
| 17        | 85,266                 | 78,143             |
| 18        | 85,989                 | 78,865             |
| 19        | 86,711                 | 79,587             |
| 20        | 87,433                 | 80,309             |
| 21        | 88,155                 | 81,031             |
| 22        | 88,877                 | 81,753             |
| 23        | 89,599                 | 82,475             |
| 24        | 90,321                 | 83,198             |
| 25        | 91,043                 | 83,920             |
| 26        | 91,765                 | 84,642             |
| 27        | 92,488                 | 85,364             |
| 28        | 93,210                 | 86,086             |
| 29        | 93,932                 | 86,808             |
| 30        | 94,654                 | 87,530             |

\* Based on F-9 of Teachers Salary Schedule @ 194 for Psychologist

\*\*Equal to F-8 of Teachers Salary Schedule for Counselors

(10% over psychologist salary schedule for extra hours and extra duties)

ALISAL UNION SCHOOL DISTRICT  
 CERTIFICATED SALARY SCHEDULE  
 2007 - 2008 with .8%

**SCHOOL PSYCHOLOGIST**

**8 am to 5 pm Workday**

|    | SCHOOL<br>PSYCHOLOGIST |
|----|------------------------|
| 1  | 72,025                 |
| 2  | 74,908                 |
| 3  | 77,905                 |
| 4  | 81,019                 |
| 5  | 84,261                 |
| 6  | 85,056                 |
| 7  | 85,850                 |
| 8  | 86,644                 |
| 9  | 87,439                 |
| 10 | 88,233                 |
| 11 | 89,027                 |
| 12 | 89,822                 |
| 13 | 90,616                 |
| 14 | 91,410                 |
| 15 | 92,205                 |
| 16 | 92,999                 |
| 17 | 93,793                 |
| 18 | 94,587                 |
| 19 | 95,382                 |
| 20 | 96,176                 |
| 21 | 96,970                 |
| 22 | 97,765                 |
| 23 | 98,559                 |
| 24 | 99,353                 |
| 25 | 100,148                |
| 26 | 100,942                |
| 27 | 101,736                |
| 28 | 102,531                |
| 29 | 103,325                |
| 30 | 104,119                |

\*F-9 of Teachers Salary Schedule @ 194 for Psychologist

(10% over psychologist salary schedule for extra hours and extra duties)

ALISAL UNION SCHOOL DISTRICT  
 CERTIFICATED SALARY SCHEDULE  
 2007 - 2008 with .8%

**SPEECH AND LANGUAGE THERAPIST**

**NORMAL TEACHER WORKDAY**  
 WORK YEAR 194 DAYS

|    | SPEECH & LANGUAGE<br>THERAPIST |
|----|--------------------------------|
| 1  | 65,477                         |
| 2  | 68,098                         |
| 3  | 70,822                         |
| 4  | 73,654                         |
| 5  | 76,601                         |
| 6  | 77,323                         |
| 7  | 78,045                         |
| 8  | 78,768                         |
| 9  | 79,490                         |
| 10 | 80,212                         |
| 11 | 80,934                         |
| 12 | 81,656                         |
| 13 | 82,378                         |
| 14 | 83,100                         |
| 15 | 83,822                         |
| 16 | 84,544                         |
| 17 | 85,266                         |
| 18 | 85,989                         |
| 19 | 86,711                         |
| 20 | 87,433                         |
| 21 | 88,155                         |
| 22 | 88,877                         |
| 23 | 89,599                         |
| 24 | 90,321                         |
| 25 | 91,043                         |
| 26 | 91,765                         |
| 27 | 92,488                         |
| 28 | 93,210                         |
| 29 | 93,932                         |
| 30 | 94,654                         |

\*Must hold clear credential in either Speech and Language or Communicatively Handicapped and working with students qualified for speech and language services.

APPENDIX A - Page 4 of 5  
 ALISAL UNION SCHOOL DISTRICT  
 CERTIFICATED SALARY SCHEDULE  
 2007 - 2008 with .8%

**SPEECH AND LANGUAGE THERAPIST**

**8 am to 5 pm Workday**  
 WORK YEAR 194 DAYS

|    | SPEECH & LANGUAGE<br>THERAPIST |
|----|--------------------------------|
| 1  | 72,025                         |
| 2  | 74,908                         |
| 3  | 77,905                         |
| 4  | 81,019                         |
| 5  | 84,261                         |
| 6  | 85,056                         |
| 7  | 85,850                         |
| 8  | 86,644                         |
| 9  | 87,439                         |
| 10 | 88,233                         |
| 11 | 89,027                         |
| 12 | 89,822                         |
| 13 | 90,616                         |
| 14 | 91,410                         |
| 15 | 92,205                         |
| 16 | 92,999                         |
| 17 | 93,793                         |
| 18 | 94,587                         |
| 19 | 95,382                         |
| 20 | 96,176                         |
| 21 | 96,970                         |
| 22 | 97,765                         |
| 23 | 98,559                         |
| 24 | 99,353                         |
| 25 | 100,148                        |
| 26 | 100,942                        |
| 27 | 101,736                        |
| 28 | 102,531                        |
| 29 | 103,325                        |
| 30 | 104,119                        |

\*Must hold clear credential in either Speech and Language or Communicatively Handicapped and working with students qualified for speech and language services.

(10% over Speech and Language/Communicatively Handicapped salary schedule for extra hours and extra duties)

**ALISAL UNION SCHOOL DISTRICT  
GRIEVANCE FORM**  
(To be used to submit a grievance in writing)

NAME Last First Middle

ADDRESS

HOME TELEPHONE

WORK LOCATION REPRESENTATIVE (IF ANY)

IMMEDIATE SUPERVISOR DATE GRIEVANCE OCCURRED

GRIEVANCE (concise statement of circumstances and grievance)

CONTRACT PROVISION(S) VIOLATED, MISAPPLIED OR MISINTERPRETED

SPECIFIC REMEDY SOUGHT

CONFERENCE REQUESTED YES NO

GRIEVANT'S SIGNATURE DATE

RECEIVED BY:

SIGNATURE TITLE

- Distribution:  
Original - Human Resources  
Yellow - Supervisor  
Pink - Employee

**ALISAL UNION SCHOOL DISTRICT  
HUMAN RESOURCES  
APPLICATION FOR CONSULTING TEACHER**

Complete the following information:

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
LAST                      FIRST                      MIDDLE

Address: \_\_\_\_\_ School Site: \_\_\_\_\_  
STREET                      CITY

YRE or Traditional: \_\_\_\_\_ Track: \_\_\_\_\_ Current Grade: \_\_\_\_\_ Work Phone: \_\_\_\_\_

How long have you been a classroom teacher? \_\_\_\_\_

How long have you been a classroom teacher with the Alisal Union School District? \_\_\_\_\_

Grade levels taught : \_\_\_\_\_

Type of Credential(s): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List the following:

| Degree | Institution | Year | Major/Minor |
|--------|-------------|------|-------------|
|        |             |      |             |
|        |             |      |             |
|        |             |      |             |
|        |             |      |             |

Please list the names of an administrator, an Association representative, and a teacher who are familiar with your teaching experience. Request that they each forward a letter of recommendation to Human Resources.

\_\_\_\_\_  
Name                                      Administrative Supervisor                      Location

\_\_\_\_\_  
Name                                      ATA Representative                      Location

\_\_\_\_\_  
Name                                      CLASSROOM TEACHER                      Location







## ALISAL UNION SCHOOL DISTRICT CERTIFICATED EVALUATION

|   |
|---|
| <b>STANDARD SCALE</b><br>UN = Unsatisfactory<br>NI = Needs Improvement<br>P = Proficient<br>D = Distinguished<br>Observation Comments<br>Required |
|---|

Teacher: \_\_\_\_\_ School: \_\_\_\_\_  
 Assignment: \_\_\_\_\_ Evaluator: \_\_\_\_\_ :Date: \_\_\_\_\_

**GOAL SETTING** to be completed, agreed upon, and signed no later than October 15.  
**CSTP Focus Standards- Check two mutually agreed upon California Standards for the Teaching Profession**

Standard I     Standard II     Standard III     Standard IV     Standard V     Standard VI

How do you intend to accomplish these goals? (Please provide attachment if necessary.)

Number of Students: \_\_\_\_\_ Combination Class: \_\_\_\_\_ Select:  Evaluation Year     Non-Evaluation Year  
 Select:  Probationary 1     Probationary 2     Temporary     Permanent

PLEASE SELECT THE APPROPRIATE BOX

**FORMAL OBSERVATION** to be completed by November 15<sup>th</sup> for Temporary and Probationary; February 1<sup>st</sup> for Tenured.

**SUMMATIVE** to be completed by January 1<sup>st</sup> for Temporary and Probationary; May 1<sup>st</sup>

DATES FOR:  
*Meetings Regarding:*     Goal Setting     Classroom Visitations     Teacher Observations     Data Review / Collaboration

|   |   |
|---|---|
| <p><b>TEACHER OBSERVATION:</b></p> <p>Date: _____ Time: _____ From: _____ To: _____</p> <p>1. Number of Students _____</p> <p>2. Combination Class _____</p> <p>3. Lesson: _____</p> <p style="padding-left: 20px;">a. Whole Class</p> <p style="padding-left: 20px;">b. Small Group</p> <p>4. Lesson Plans _____</p> <p>Identify your instructional focus for this lesson: (Please provide attachment if necessary.) _____</p> | <p><b>LEARNING PRINCIPLES: (Check Items Observed)</b></p> <p><input type="checkbox"/> Objective Aligned    <input type="checkbox"/> Instruction / Input / Teacher Explanation</p> <p><input type="checkbox"/> Practical Application    <input type="checkbox"/> Anticipatory Set</p> <p><input type="checkbox"/> Closure / Assessment    <input type="checkbox"/> Questioning /Assessment</p> |
|---|---|

**STANDARD I-ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING**

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

RATING \_\_\_\_\_ (COMMENDATIONS / COMMENTS / SUPPORT)

**STANDARD II-CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR ALL**

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

RATING \_\_\_\_\_ (COMMENDATIONS / COMMENTS / SUPPORT)

**STANDARD III-UNDERSTANDING & ORGANIZING SUBJECT MATTER/KNOWLEDGE**

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

RATING \_\_\_\_\_ (COMMENDATIONS / COMMENTS / SUPPORT)

**STANDARD IV- PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL**

|  |  |
|--|--|
|  | Element: 4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs |
|  | Element 4.2 Establishing and articulating goals for student learning                                   |
|  | Element 4.3 Developing and sequencing instructional activities and materials for student learning      |
|  | Element 4.4 Designing short-term and long-term plans to foster student learning                        |
|  | Element 4.5 Modifying instructional plans to adjust for student needs                                  |

**RATING \_\_\_\_\_ (COMMENDATIONS / COMMENTS / SUPPORT)**

**STANDARD V- ASSESSING STUDENT LEARNING**

|  |  |
|--|--|
|  | Element: 5.1 Establishing and communicating learning goals for all students                  |
|  | Element: 5.2 Collecting and using multiple sources of information to assess student learning |
|  | Element: 5.3 Involving and guiding students in assessing their own learning                  |
|  | Element: 5.4 Using results of assessments to guide instruction                               |
|  | Element: 5.5 Communicating with students/families/others about student progress              |

**RATING \_\_\_\_\_ (COMMENDATIONS / COMMENTS / SUPPORT)**

**STANDARD VI-DEVELOPING AS A PROFESSIONAL EDUCATOR (Not subject to PAR)**

|  |  |
|--|--|
|  | Element 6.1 Reflecting on teaching practice and planning professional development              |
|  | Element 6.2 Establishing professional goals and pursuing opportunities to grow professionally. |
|  | Element 6.3 Working with communities to improve professional practice                          |
|  | Element 6.4 Working with families to improve professional practice                             |
|  | Element 6.5 Working with colleagues to improve professional practice                           |
|  | Element 6.6 Balancing professional responsibility and maintaining motivation                   |

**RATING \_\_\_\_\_ (COMMENDATIONS / COMMENTS / SUPPORT)**

**Upon receiving an overall unsatisfactory rating in two or more of CSTP Standards I-The teacher shall be referred to PAR. An unsatisfactory rating is a result of receiving a majority of unsatisfactory elements in a CSTP Standard.**

SUMMATIVE:

Standard I\_\_\_ Standard II\_\_\_ Standard III\_\_\_ Standard IV\_\_\_ Standard V\_\_\_ Standard VI\_\_\_

STANDARD SCALE: UN= Unsatisfactory NI= Needs Improvement P= Proficient D= Distinguished Observation Comments Required

**ADDITIONAL COMMENTS BY EVALUATOR:**

- PLAN FOR IMPROVEMENT HAS BEEN ATTACHED AS DOCUMENTED BY THE COMPLETION OF THE 15 DAY MODIFICATION
- PLAN TO THE FORMAL OBSERVATION

FOLLOW-UP FORMAL OBSERVATION RECOMMENDED

**COMMENTS BY EVALUATEE: (Attach Additional Paper If Needed)**

**EVALUATEE \_\_\_\_\_ DATE: \_\_\_\_\_ EVALUATOR \_\_\_\_\_ DATE: \_\_\_\_\_**

ATA Approved: \_\_\_\_\_ ATA Tentative Agreement: 12-02-2005 Board Approved: 3-1-2006

# ALISAL UNION SCHOOL DISTRICT CLASSROOM VISITATION FORM

**STANDARD SCALE**  
 UN = Unsatisfactory  
 NI = Needs Improvement  
 P = Proficient  
 D = Distinguished

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_  
 Assignment: \_\_\_\_\_ Number of Students: \_\_\_\_\_ Combination Class: \_\_\_\_\_ Instructional Activity: \_\_\_\_\_  
 CSTP: \_\_\_\_\_

**CSTP OBSERVED (Check CSTPs Observed)**

**STANDARD I-ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING**

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

**STANDARD II-CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR ALL**

|              |  |
|--------------|--|
| Element 2. 1 | Creating a physical environment that engages all students                        |
| Element 2. 2 | Establishing a climate that promotes fairness and respect                        |
| Element 2.3  | Promoting social development and group responsibility                            |
| Element 2.4  | Establishing and maintaining standards for student behavior                      |
| Element 2.5  | Planning and implementing classroom procedures and routines that support student |
| Element 2.6  | Using instructional time effectively   |

**STANDARD III- UNDERSTANDING & ORGANIZING SUBJECT MATTER / KNOWLEDGE**

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

**STANDARD IV- PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL**

|             |   |
|-------------|---|
| Element 4.1 | Drawing on and valuing students' backgrounds, interests, and developmental learning   |
| Element 4.2 | Establishing and articulating goals for student learning                              |
| Element 4.3 | Developing and sequencing instructional activities and materials for student learning |
| Element 4.4 | Designing short-term and long-term plans to foster student learning                   |
| Element 4.5 | Modifying instructional plans to adjust for student needs                             |

**STANDARD V- ASSESSING STUDENT LEARNING**

|             |   |
|-------------|---|
| Element 5.1 | Establishing and communicating learning goals for all students                  |
| Element 5.2 | Collecting and using multiple sources of information to assess student learning |
| Element 5.3 | Involving and guiding students in assessing their own learning                  |
| Element 5.4 | Using results of assessments to guide instruction                               |
| Element 5.5 | Communicating with students/families/others about student progress              |

**STANDARD VI- DEVELOPING AS A PROFESSIONAL EDUCATOR (Not subject to PAR)**

|             |   |
|-------------|---|
| Element 6.1 | Reflecting on teaching practice and planning professional development             |
| Element 6.2 | Establishing professional goals and pursuing opportunities to grow professionally |
| Element 6.3 | Working with communities to improve professional practice                         |
| Element 6.4 | Working with families to improve professional practice                            |
| Element 6.5 | Working with colleagues to improve professional practice                          |
| Element 6.6 | Balancing professional responsibility and maintaining motivation                  |

Principal's Comments: (Observation comments required) \_\_\_\_\_

## STANDARD I-ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

| ELEMENT   | UNSATISFACTORY  | NEEDS IMPROVEMENT  | PROFICIENT  | DISTINGUISHED  |
|---|---|--|---|--|
| 1.1 Connecting students' prior knowledge, life experience, and interests with learning goals                          | There was no evidence that the teacher makes any connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher does not elicit student questions or comments during a lesson. | There was some evidence that the teacher makes connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher occasionally elicits student questions or comments during a lesson. | There was evidence that the teacher makes connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher elicits student questions or comments during a lesson most of the time. | The teacher makes connections between the learning goals and the students' prior knowledge, life experiences and interests.  |
| 1.2 Using a variety of instructional strategies and resources to respond to students diverse needs                    | The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. No adjustments are made to respond to students' needs.                  | The teacher uses a selection of instructional strategies that are inappropriate to the students, and the instructional goals, and are not responsive to student needs.   | Teacher uses a selection of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully, making some adjustments to respond to students' needs.    | The teacher consistently elicits student questions or comments during a lesson. The teacher builds on student questions and comments during lessons to modify instruction. |
| 1.3 Facilitating learning experiences that promote autonomy, interaction, and choice                                  | Learning experiences as facilitated by the teacher do not promote student autonomy, interaction, or choice.   | Some learning experiences as facilitated by the teacher promote student autonomy, interaction, or choice.  | Most learning experiences as facilitated by the teacher promote student autonomy, interaction, or choice.   | All learning experiences as facilitated by the teacher promote student autonomy, interaction, or choice.   |
| 1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful | Few learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.  | Some learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.  | Learning opportunities and support are provided for most students to engage in problem solving, analysis, or inquiry within or across subject matter areas.   | Learning opportunities and support are provided for all students to engage in problem solving, analysis, or inquiry within or across subject matter areas.                 |
| 1.5 Promoting self-directed, reflective learning for all students   | Few opportunities are provided for students to initiate their own learning or to monitor their own work. (The teacher gives a lecture, assigns reading and questions to be answered & doesn't check for understanding)                | Some opportunities are provided for students to initiate their own learning or to monitor their own work. (The teacher gives a lecture, assigns reading and questions to be answered & doesn't check for understanding)                  | Opportunities are provided for most students to initiate their own learning or to monitor their own work.   | Opportunities are provided for all students to initiate their own learning and to monitor their own work.  |

## STANDARD II-CREATING & MAINTAINING EFFECTIVE ENVIRONMENT FOR ALL

| ELEMENT   | UNSATISFACTORY  | NEEDS IMPROVEMENT   | PROFICIENT   | DISTINGUISHED   |
|---|---|---|--|---|
| 2.1 Creating a physical environment that engages all students                                 | The physical environment is not arranged for safety and accessibility. There are one or more safety hazards, which make materials difficult to access when needed.  | The physical environment is arranged for safety and accessibility, and it provides some individual student engagement in learning.  | The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.   | The arrangement of the physical environment ensures safety and accessibility and facilitates positive interaction and purposeful engagement for all students in learning activities.  |
| 2.2 Establishing a climate that promotes fairness and respect*                                | The classroom climate does not promote fairness or respect between teacher and student or among students. Teacher response to inappropriate behaviors is unfair or inequitable.   | The teacher for some students establishes a climate of fairness, caring, and respect. Only a few students take risks and the teacher does little to encourage them. The pattern of teacher response to inappropriate behaviors tends to be unfair or inequitable. | The teacher maintains a climate of fairness, caring and respect, and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behaviors tends to be fair and equitable. | Teacher ensures a climate of fairness, caring and respect is maintained in the classroom, and that all students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behaviors is fair and equitable. |
| 2.3 Promoting social development and group responsibility                                     | Students do not work independently and collaboratively and do not maintain a classroom community in which they respect each other's differences.  | Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences some of the time.   | Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences most of the time.  | Students work independently and collaboratively and maintain a classroom community, in which they respect each other's differences, assumes responsibility for themselves and follow classroom rules.   |
| 2.4 Establishing and maintaining standards for student behavior                               | The teacher does not maintain established standards for behavior and/or the standards are confusing to the students. Teacher does not respond to misbehavior or the response is overly repressive, or does not respect the students' dignity. | Standards for behavior are established, are clear to some students, and maintained by the teacher. The teacher's response to student behavior is fair and equitable to some students.   | Standards for behavior are established, are clear to most students, and maintained by the teacher. The teacher's response to student behavior is appropriate to most students.   | Standards for behavior are established, are clear to all students, and maintained by the teacher. The teacher's response to student behavior is fair and equitable.   |
| 2.5 Planning and Implementing classroom procedures and routines that support student learning | The teacher does not ensure that classroom procedures and student routines operate seamlessly and efficiently with loss of instructional time.  | The teacher ensures that some classroom procedures and student routines operate seamlessly and efficiently with loss of instructional time.   | The teacher ensures that most classroom procedures and student routines operate seamlessly and efficiently with minimal loss of instructional time.  | The teacher ensures that classroom procedures and student routines operate seamlessly and efficiently without loss of instructional time.   |
| 2.6 Using instructional time effectively  | Pacing of the lesson is not adjusted as needed to ensure the engagement of students in learning activities. Transitions are not seamless.   | Pacing of the lesson is adjusted as needed to ensure the engagement of some students in learning activities. Transitions are seamless.  | Pacing of the lesson is adjusted as needed to ensure the engagement of most students in learning activities. Transitions are seamless.   | Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.   |

### STANDARD III-UNDERSTANDING & ORGANIZING SUBJECT MATTER/KNOWLEDGE

| ELEMENT  | UNSATISFACTORY   | NEEDS IMPROVEMENT  | PROFICIENT   | DISTINGUISHED  |
|--|--|--|--|--|
| 3.1 Demonstrating knowledge of subject matter content and student development                                    | Does not incorporate different perspectives to teach to master the current key concepts, underlying themes and relationships in the subject areas to be taught.  | Teaches the current key concepts, underlying themes and relationships in the subject areas to be taught.   | Teaches to master the current key concepts, underlying themes and relationships in the subject areas to be taught.   | Incorporates different perspectives to teach to master the current key concepts, underlying themes and relationships in the subject areas to be taught.  |
| 3.2 Organizing curriculum to support student understanding of subject matter                                     | Activities and assignments are inappropriate for student needs. Does not identify and integrate most subject matter concepts.  | Some activities and assignments are appropriate to students and engage them but are applied inconsistently.  | Most activities and assignments are appropriate to students and are designed to engage them in learning.   | Students are cognitively engaged in the activities and assignments in their exploration of content based on all students' developmental level. Teacher provides opportunity for students to initiate or adapt activities and projects to enhance understanding. Teacher, using an extensive repertoire of strategies and soliciting additional resources from the school, persists in seeking effective approaches for students who need help. |
| 3.3 Interrelating ideas and information within and across subject matter areas                                   | Does not help the majority of students to relate subject matter concepts to previous lessons and their own lives in order to apply learning from different curricular areas to solve problems  | Identifies and integrates most subject matter concepts. Helps the majority of students to relate subject matter concepts to previous lessons and their own lives in order to apply learning from different curricular areas to solve problems.   | Identifies and integrates subject matter concepts. Helps all students to relate subject matter concepts to previous lessons and their own lives in order to apply learning from different curricular areas to solve problems.  | Develops units and lessons that integrate subject matter concepts. Helps all students to relate subject matter concepts to previous lessons and their own lives in order to apply learning from different curricular areas to solve problems.  |
| 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter | When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.  | Teacher accepts responsibility for the success of students but has a limited repertoire of instructional strategies to use.  | Teacher, possessing a moderate repertoire of strategies, persists in seeking approaches for students who have special learning needs.  | Teacher, using an extensive repertoire of strategies and soliciting additional resources from the school, persists in seeking effective approaches for students who need help.   |
| 3.5 Using materials, resources, and technologies to make subject matter accessible to students                   | Teacher is unaware of materials, resources, and technologies available through the school district.<br><br>Does not help the majority of students, considering the diversity in the classroom, gain access to useful materials, resources, and technologies to support their learning of subject matter. | Teacher demonstrates limited awareness of materials, resources, and technologies available through the school or district Helps the majority of students, considering the diversity in your classroom, gain access to useful materials, resources, and technologies to support their learning of subject matter. | Teacher is aware of materials, resources, and technologies available through the school or district. Helps students, considering the diversity in your classroom, gain access to useful materials, resource, and technologies to support their learning of subject matter. | In addition to being aware of school and district materials, resources, and technology, the teacher consistently actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.<br><br>Helps all students, considering the diversity in your classroom, gain access to useful materials, resources, and technologies to support their learning of subject matter.               |

## STANDARD IV-PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL

| ELEMENT  | UNSATISFACTORY   | NEEDS IMPROVEMENT  | PROFICIENT   | DISTINGUISHED   |
|--|--|--|--|---|
| 4.1 Drawing on and valuing students backgrounds, interests, and developmental learning needs | The instructional delivery does not reflect students' backgrounds, experiences, interests, and developmental needs, and does not support students learning.  | The instructional delivery occasionally reflects students' backgrounds, experiences, interests, and developmental needs.   | The instructional delivery reflects students' backgrounds, experiences, interests, and developmental needs, and does support students learning most of the time.   | The instructional delivery reflects students' backgrounds, experiences interests, and developmental needs to support students' learning.  |
| 4.2 Establishing and articulating goals for student learning                                 | Challenging short- and long-term goals are not set by the teacher to enhance student learning. Teacher does not integrate student's language, experience, and school expectations. Teacher expectations are low for students learning. | Some short- and long-term goals are set by the teacher to enhance student learning. Teacher integrates some student language, experience, and school expectations. Teacher expectations are inconsistent for students. | Most short- and long-term goals are set by the teacher to enhance student learning. Teacher integrates some student language, experience, and school expectations. Teacher expectations are generally high for students. | Established challenging short- and long-term goals are set by the teacher to enhance student learning. Teacher integrates student's language, experience, and school expectations. Teacher expectations are consistently high for students. |
| 4.3 Developing and sequencing instructional activities and materials for student learning    | Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage students to think critically or to extend their knowledge.  | A repertoire of instructional strategies is used to make content accessible to some students, to challenge them to think critically, and deepen their knowledge and enthusiasm for subject matter.                     | A repertoire of instructional strategies is used to make content accessible to most students, to challenge them to think critically and deepen their knowledge and enthusiasm for subject matter.                        | A repertoire of instructional strategies is used to make content accessible to all students, to challenge them to think critically and deepen their knowledge and enthusiasm for subject matter.  |
| 4.4 Designing short-term and long-term plans to foster student learning                      | No evidence of short- or long-term goals is evident in teachers' yearly plans to foster student learning.  | Adherence to short- and long-term plans tends to be inconsistent. Learning sequences adhere to the needs of some students.   | Short- and long-term plans are coherent. Learning sequences adhere to the needs of most students.  | Short- and long-term plans are highly coherent. Learning sequences adhere to the needs of all students.   |
| 4.5 Modifying instructional plans to Adjust for student needs                                | Instructional plans are not modified, in spite of evidence that modifications would improve.   | Instructional plans are modified as needed, based on formal and informal assessment of some students.  | Instructional plans are modified as needed, based on formal and informal assessment of most students.  | Instructional plans are modified as needed, based on formal and informal assessment of all students.  |

**STANDARD V-ASSESSING STUDENT LEARNING**

| ELEMENT   | UNSATISFACTORY   | NEEDS IMPROVEMENT  | PROFICIENT   | DISTINGUISHED   |
|---|--|--|--|---|
| 5.1 Establishing and communicating learning goals for all students                    | Does not use subject matter standards from District or State to guide the establishment of learning goals that reflect the key subject matter concepts, skills, and applications for all students.<br>Does not communicate with students, families, and other educators to establish learning goals. Assessment tools that promote student learning and ensure that the grading system reflects goals for all student's learning of state standards are not evident. Learning goals are not evident. | Uses subject matter standards from District and State to guide the establishment of learning goals that usually reflects the key subject matter concepts, skills, and applications for the majority of the students.<br>Inconsistently communicates with students, families, and other educators to establish learning goals. Assessment tools that promote student learning and ensure that the grading system reflects goals for all student's learning of state standards are evident but not used.<br>Does not review and revise learning goals. | Uses subject matter standards from District and State to guide the establishment of learning goals that reflect the key subject matter concepts, skills, and applications for all students.<br><br>Communicates with students' families and other educators to establish learning goals. Assessment tools that promote student's learning and ensure that the grading system reflects goals for all student's learning of state standards. Reviews and revises learning goals with the majority of students.                 | Uses subject matter standards from District, State and other sources to guide the establishment of learning goals that reflect the key subject matter concepts skills and applications for all students.<br><br>Communicates with students, families, and other educators to establish learning goals. Assessment tools that promote student learning and ensure that the grading system reflects goals for all students learning of state standards are evident. Reviews and revises learning goals with all students.   |
| 5.2 Collecting and using multiple sources of information to assess student learning   | No regular assessment of student performance is evident.<br>Selection of assessment tools is limited to student feedback from paper and pencil activities. No link of assessment with Content Standards.   | Evaluates students subjectively. Uses primarily paper and pencil assessment but begins to use assessment information from a variety of sources.<br>Selection of assessment tools is appropriate in some subject areas.<br>Teacher is familiar with and can occasionally link assessments to Content Standards.   | Collects student's performance assessment information from a variety of sources, e.g.<br><ul style="list-style-type: none"> <li>• Standardized tests</li> <li>• Diagnostic tools (running record,</li> <li>• Observation survey)</li> <li>• Developmental assessments (rubrics)</li> <li>• Teacher-made assessment materials</li> </ul> Teacher selects and uses assessment tools, which match and support goals for individual student learning. Teacher can describe how assessment tools are linked to Content Standards. | Collects student's performance assessment information from a variety of sources. Uses those listed previously and adds:<br><ul style="list-style-type: none"> <li>• Portfolios of student work,</li> <li>• Family information,</li> <li>• Observation (student observation),</li> <li>• Whole child information, such as motivation, collaboration, attendance patterns &amp; learning modalities.</li> </ul> Teachers educate students based on assessment. Teacher helps students understand classroom assessment tools. Teacher creates assessment tools, which articulate Content Standards when appropriate. |
| 5.3 Involving and guiding all students in assessing their own learning                | Assessment is teacher directed and does not involve students input. Teacher's evaluation of student performance is subjective.<br>Teacher does not communicate grading procedures to students.   | Occasionally asks students to reflect on learning. Teacher begins to involve students in assessing against a standard. Teacher occasionally communicates grading procedures.   | Models and provides opportunities for students to self reflect. Teacher enables student understanding of performance against a standard. Teacher enables students to report reasons why they receive a particular score.   | Teacher can create assessment tools, which articulate District curriculum. Self-reflection is the norm for student performance. Teacher enables students to create tools for self/peer assessment against a standard. Teacher enables understanding of the purpose and processes of assessment.   |
| 5.4 Using the results of assessments to guide instruction                             | Teacher adheres rigidly to lesson plans or publisher recommendations without awareness of student needs. Teacher plans activities without awareness of outcomes and success.   | Based on assessment analysis, teacher occasionally plans activities with awareness of outcomes and success, begins to explore more effective teaching strategies, and infrequently revisits content.   | Based on assessment analysis, teacher establishes learning outcomes and success indicators, plans more effective ways of teaching subject matter concepts and processes, and determines when and how to revisit content that has been taught.  | Concepts and skills are embedded in content areas. Teacher's choice of instructional strategies and techniques are based on assessment data and are integrated with content area instruction.   |
| 5.5 Communicating with students, families, and other audiences about student progress | Does not send home progress reports and report cards.<br>Student progress is either not provided in a timely manner, or is of poor quality.<br><br>Does not attempt to communicate with parents.   | Assessment information is communicated to students and parents through progress reports and report cards only.<br><br>Occasionally attempts to communicate with parents.   | Assessment is on going. Information is communicated to students and their families through conferences, progress reports, report cards and/or regular contact. Feedback is consistently provided in a timely manner.<br>Communicates occasionally for both positive and negative reasons. Attempts to communicate with parents frequently in a variety of ways (formal and informal).  | Assessment information is communicated regularly to students and parents through a variety of means and students have the opportunity to share their learning with others.<br><br>Feedback is consistently provided in a timely manner. Feedback is consistent and includes both positive and negative aspects.   |

## **SALARY (Historical Language: Article 6 – Salary)**

- A. The 1999-00 Salary Schedule will be modified to provide all steps, one through thirteen, a minimum of four percent (4%) step increments. There will be a base six hundred dollar (\$600) longevity increment for Steps 13 through 30.
- B. A five percent (5%) salary increase will be applied to the 1999-00 Modified Salary Schedule (as calculated in (A) effective July 1, 2000.
- C. A five percent (5%) salary increase will be applied to the 2000-01 Salary Schedule effective July 1, 2001.
- D. A three percent (3%) salary increase will be applied to the 2000-02 Salary Schedule effective July 1, 2002.

## **STAFF DEVELOPMENT BUY-BACK DAYS (Historical Language: Article 6 – Salary)**

- 1. Monies from one (1) furlough day for 2004-2005 and two (2) furlough days for 2005-2006 will be used to defer the cost of medical benefits for 2004-2005 and 2005-2006.
- 2. In the 2004-05 school year, a combination of different percent ratios will be utilized to allow for one buy-back day at a full daily rate for one furlough day for the 2004-2005 school year.
  - a. June 13, 2005, a buy-back day, will be a workday. Attendance will be mandatory for this day in order for employees to receive a full year STRS credit (183 days), for the 2004-2005 school year and will be paid at .545% of their annual salary for a full day of attendance.
  - b. June 14, 2005, a buy-back day will be paid at .480% of their annual salary for a full day attendance.
  - c. June 15, 2005, a buy-back day will be paid at .475% of their annual salary for a full day attendance.
- 4. In the 2005-06 school year the two furlough days will be "back filled" with Professional Development block grants monies. The District will use Professional Development block grants monies (AB825 Staff Development Block Grant) and reserve funds (as outlined under employee benefits - paragraph 2) to assure the **teachers receive their full salary for the 2005-2006 school year**. The two professional development days will be regular work days and be added to salary schedule. The 2005 -2006 work year will consist of 183 regular days minus two furlough days plus two Professional Development Days, which will equal a total of 183 workdays for the 2005-2006 work year.

**HEALTH AND WELFARE BENEFITS (Historical Language: Article 7 – Employee Benefits)**

- A. For 2004-2005, the District's obligation for health benefits shall be to fully pay the cost based on the Monterey County Schools Insurance Group (MCSIG) plan B for seven months for bargaining unit members and their dependents. The District's contribution to medical benefits will be \$296,000 from the District's current base contribution for this year only. A full-time employee who renders a full contract year shall be entitled to receive District-paid portion of benefits for twelve (12) months.
- B. For the 2004-2005 school year, the District will hold \$45,000 in reserve from the seven months rebate in health benefits in case the Program Development dollars used to back-fill two day comes in at less than the amount required to back-fill the two furlough days at the unit members daily rate. If the Professional Development block grant funding comes in over the projected \$800 amount per certificated teacher, a portion or the full \$45,000 will be returned to the bargaining unit members depending on the amount of funding.
- C. As stated in above, The ATA bargaining unit agrees to one (1) furlough day for the 2004-2005 and the District agrees to use the monies from the furlough day to defer the cost of medical benefits.
- D. Effective 2005-06, the District shall contribute \$317,000 above the current as July 1, 2004 based District contribution for health benefits (employee - \$5,972.04; employee + one - \$9,280.68; and families -\$13,254.06). The District will provide Plan II medical benefits at the three-tier rate illustrated below. The unit member will have the option to move to plan B or plan C. Plan II tier is listed below for 2005-06 school year (District Contribution of Benefits (DCFB) plus funds from 2 furlough days). This rate is based on the assumption that all MCSIG medical plans will have a 15% increase. These tier rates will change if the program increases are less than the assumed increase. The overall principal will be to have Plan II fully funded for Employee and Employee plus one and reduce families to the lowest possible figure with additional monies.

Three - tier DCFB

|                |             |
|----------------|-------------|
| Family         | \$14,152.20 |
| Employee + one | \$11,760.13 |
| Employee only  | \$ 7,609.78 |

The base rate for 2006-2007 District benefit contribution and negotiations will be:

Three-Tier DCFB

|                |             |
|----------------|-------------|
| Family         | \$13,360.97 |
| Employee + one | \$11,072.19 |
| Employee only  | \$ 7,157.22 |

The ongoing Year-Round Committee, co-chaired by one (1) member of the Association negotiating team and one (1) representative from the District's negotiating team shall continue through the 1997-98 school year. The committee will be composed of at least two (2) teachers from each year round site. The purpose of this committee is to discuss all year-round issues including the opening of new year-round sites and incentives for YRE school personnel. The Committee will meet and make recommendations, which can be negotiated immediately in the form of side bar, until the next contract is finalized.

#### EVALUATION STUDY COMMITTEE

The parties agree to continue the Evaluation Study committee meetings.

## **Memorandum of Understanding**

Between the Alisal Teachers Association And Alisal Union Elementary School District  
Regarding Changes to Article 22, Peer Assistance and Review  
March 9, 2006

1. This Memorandum of Understanding is entered into effective, March 9, 2006, between the Alisa Teachers Association ("ATA") and the Alisal Union Elementary School District ("District"), (collectively known as "the parties").
2. The parties mutually recognize the immediate need for contract language that defines the peer assistance and review process to be used across the District. It is the desire of both parties to put these agreed upon PAR procedures and forms into place as soon as possible.
3. This language, and attached rubric and forms will be brought to both the Governing Board of the Alisal Union School District and the Alisal Teachers Association for ratification at the conclusion of 2005-06 negotiations. Until such time that this proposal can be ratified, the District shall use the procedures and timelines stated in the proposed article until such time that formal ratification results indicate that the new language is rejected or accepted by either party.
4. If ratified, the District shall be responsible for updating Board Policy and Administrative Regulations to reflect the ratified language.
5. The parties agree to remove the current language in Article 22 of the contract and replace it with the attached article.

### ***Alisal Teachers Association***

Name

Date

---

---

---

---

---

---

---

---

### ***Alisal Union School District***

Name

Date

---

---

---

---

---

---

---

---

- A. A four percent (4%) salary increase will be applied to the 2005-2006 (unmodified as of 2002-03) salary schedule and school psychologist schedule retroactive to July 1, 2006.
- B. A one percent (1%) minimum salary increase will be applied to the 2006-2007 modified salary schedules, speech and language professional schedules, outreach counselor schedule, and school psychologist schedule effective July 1, 2007, with additional percentage added as savings from health and welfare benefits and/or step-and-column costs materialize. Both parties agree to negotiate further if COLA exceeds 4.50% or the District receives any other on-going, unrestricted source of revenue (e.g. equalization funding) for 2007-08.
1. Savings: Any savings from an increase in bargaining unit health benefits that is less than \$250,000 (inclusive of the one-time \$66,000 professional development day adjustment) will be applied to the Association certificated bargaining unit salary schedule. (This captures any savings generated by Association bargaining unit members who move from Plan I or II to Plan III in 2006-07 or 2007-08).
  2. Step-and-Column: The District will implement step-and-column salary increases on July 1, 2007. The District currently estimates the 2007-08 net placement costs (net cost of step-and-column movement and additional hires paid from non-grant programs minus any savings due to retirement or attrition) to be the salary schedule equivalent of 2.0%. If these costs for all Association bargaining unit members are determined to be less than 1.5%, the District will apply that difference up to 1.5% to the Association certificated bargaining unit schedule retroactive to October 1, 2007.
- C. For the 2007-2008 school year and thereafter, a separate salary schedule (identical to the 2006-2007 school psychologist schedule with the one percent (1%) increase noted above) will be created for fully credentialed employees in the area of with Speech and Language and/or Communicatively Handicapped credentials whose assignment involves delivering services to students who qualify for Speech and Language services or are enrolled in a Severe Delay of Language Program (including Itinerant Pre-school Program).
1. A separate salary schedule will be developed for Speech and Language Professionals and Psychologists to reflect the longer work day. They will receive an additional .10 factor for working an 8:00 a.m. to 5:00 p.m. work day inclusive of a one hour lunch period. The decision of a longer work year will be established on an annual basis with mutual agreement between the District and the individual employee.

D. Staff Development Buy Back Days:

1. Definition: A "Buy Back Day" is defined as a staff development day that is funded by the State of California upon each employee's daily attendance.

In the 2006-07 school year the two furlough days will be "back filled" with Professional Development block grants monies. The District will use Professional Development block grants monies (AB825 Staff Development Block Grant) to ensure teachers receive their full salary for the 2006 -2007 school year. The two professional development days will be regular work days and be added to salary schedule. The 2006-2007 work year will consist of 183 regular days minus two furlough days plus two Professional Development Days, which will equal a total of 183 workdays for the 2006-2007 work year.

1. For the 2007-2008 school year, three professional development (formerly known as "buy-back") days will be utilized to help pay for bargaining unit health benefits. It is proposed that the day before the first student day of attendance be designated a teacher workday and include the Welcome Back breakfast. Two professional development days will be scheduled at the beginning of the school year. A configuration for scheduling the third required professional development day may be utilized with the agreement of both parties. If no agreement is reached by May 4, 2007, the third day will be divided into three two-hour sessions on Wednesdays after the end of the student day.

1. All mandatory in-service days above the contract year and outside of buy back/professional development days will be paid at a per diem rate. All non-required days above the contract year and outside of buyback/professional development days will be offered at a posted stipend level.

**Article 23 D of the 2006-2008 ATA CBA states: "Both ATA and the District agree that the Board Policy 4118 and Administrative Regulations and 4118 on Discipline discussed and adopted in 1988, will be attached to the current contract as an appendix."**

**Those policies and administrative regulations are attached.**

### **Alisal Union ESD Board Policy BP 4118**

Personnel

Suspension/Disciplinary Action

Suspension Without Pay

Suspension without pay is applied when an employee's unprofessional conduct is not considered serious enough to warrant dismissal. A permanent certificated employee may be suspended on grounds of unprofessional conduct. The procedure to be followed in initiating a suspension without pay shall be as designated in Section 44932(b) of the Education Code.

A probationary certificated employee may be suspended without pay for a specified period as an alternative to dismissal. The procedures for such a suspension are set forth in the Education Code (e.g. Education Code 44948.3(b))

Progressive Discipline

Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code. Discipline less than dismissal shall be in accordance with the following procedures:

1. Employees may be disciplined only for just cause resulting from violations of Education Code Sections 44932 and 44948-44948.5 and/or from violations of written Board policies and written procedures, including the provisions of this agreement.
2. Progressive discipline shall be utilized except for conduct, which is of such a nature that injures or threatens to injure the safety of students or other employees or causes substantial disruption of the educational program.
  - a. Before issuing a verbal warning the principal or immediate supervisor shall first discuss and clarify specific acts and/or omissions with the employee.
  - b. If a verbal warning does not result in corrective conduct, a written reprimand shall be issued for a similar and separate action and/or omission. Reprimands shall not be based upon unsubstantiated evidence.  
The elements of progressive discipline shall be administered in a timely manner. Verbal and written reprimands shall be administered within five (5) working days of the questioned acts or omissions.

3. Prior to administering any formal discipline subsequent to the oral and written reprimands, and employee shall be provided notice within ten (10) working days after an infraction following the written reprimand and an opportunity to meet with the Superintendent or designee. Notice shall include a statement of the incidents or misconduct occurring within a six (6) month period forming the basis for disciplinary action and a statement of the discipline to be imposed. The employee shall be given seven (7) working days within which to reply, in writing. The proposed formal discipline shall not be imposed until after the employee's written reply has been received and given consideration by the administration.
4. If suspension without pay is recommended as a disciplinary action, it shall be preceded by at least one (1) written reprimand. A suspension without pay may not exceed fifteen (15) working days except no suspension in excess of three (3) days shall be given unless the employee has first been suspended for up to three (3) days for a similar and separate action.
5. Any initial suspension of an employee pending a disciplinary hearing shall be with pay.
6. Any employee may be represented, upon request, at any disciplinary meeting or hearing.

Legal Reference:

EDUCATION CODE

44932 Grounds for dismissal of permanent employee

44933 Other grounds for dismissal

44940 Sex offenses and narcotic offenses; compulsory leave of absence

44942 Suspension or transfer of certificated employee on ground of mental illness

44948 Grounds & procedures for dismissal of probationary employees

45055 Drawing of warrants for teachers

51530 Advocacy or teaching of communism

GOVERNMENT CODE 3543.2 Scope of Representation

CSBE v. FOOTHILL COMMUNITY COLLEGE Dist., 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr. 830 (1975) ("Conduct unbecoming an employee too vague")

Policy ALISAL UNION SCHOOL DISTRICT adopted: 2/23/88 Salinas, California

## Personnel

Suspension/Disciplinary Action Cause: Dismissal/Suspension/Disciplinary Action  
A certificated permanent employee may be dismissed by the Governing Board for a violation of any of the causes for dismissal listed in Education Code Sections 44932 and 44933, as listed below:

1. Immoral or unprofessional conduct.
2. Commission, aiding or advocating the commission of acts or criminal syndicalism, as prohibited by Chapter 188, Statutes of 1919, or in any amendment thereof.
3. Dishonesty.
4. Incompetency.
5. Evident unfitness for service.
6. Physical or mental condition unfitting the employee to instruct or associate with children.
7. Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the schools by the State Board of Education or by the Governing Board of this district.
8. Conviction of a felony or of any crime involving moral turpitude.
9. Violation of Education Code Section 51530 or conduct specified in Section 1028 of the Government Code, added by Chapter 1418 of the Statutes of 1947.
10. Violation of any provision of Education Code Sections 7001 to 7007, inclusive.
11. Knowing membership by the employee in the Communist Party.
12. Alcoholism or other drug abuse which makes the employee unfit to instruct or associate with children.

## Legal Reference:

### EDUCATION CODE

44932 Grounds for dismissal of permanent employee

44933 Other grounds for dismissal

44942 Suspension or transfer of certificated employee on grounds of mental illness

44948 Grounds and procedures for dismissal of probationary employees

51530 Advocacy or teaching of communism

CSBE v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156, 124 Cal. Rptr. 830 (1975) ("Conduct unbecoming an employee too vague")  
Regulation ALISAL UNION SCHOOL DISTRICT approved: 02/23/88 Salinas, California

## **Alisal Union ESD Administrative Regulation AR**

### **4218 Personnel**

#### Dismissal/Suspension/Disciplinary Action

A permanent classified employee may be disciplined only in accordance with this regulation.

#### Disciplinary Action

The following disciplinary actions may be taken by the district against a permanent employee for the cause:

1. Dismissal

Dismissal is removal from the employment of the district.

2. Suspension

Suspension is temporary removal from service for a specified period of time with or without pay.

3. Involuntary Demotion

Involuntary demotion is placement in a lower classification without the employee's written consent.

4. Involuntary Reassignment/Transfer

Involuntary Reassignment is a change of assignment whereby an employee is deprived of an incident of classification.

#### Cause

A permanent employee may have disciplinary action taken against him/her for any of the following causes:

1. Failure to adequately perform requirements of the position held.
2. Failure to comply with contractual conditions of employment.
3. Willful or negligent violation of district rules and regulations or the rules and regulations of a federal, state or local governmental agency which are applicable to public schools.
4. Violation of any lawful order by a superior employee, Board policy or administrative regulation.
5. Insubordination.
6. Dishonesty.

7. Drinking alcoholic beverages on the job or reporting to work while intoxicated.
8. Use of narcotics or controlled substances on the job or reporting to work while under the influence of a narcotic or controlled substance.
9. Disorderly or immoral conduct.
10. Conviction of a sex offense as defined in Education Code Section 44010, conviction of narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter I, Part 1.5, Division 6 of the Health and Welfare Code.
11. Repeated tardiness.
12. Failure to report to work.
13. Discourteous, offensive or abusive treatment of the public, other employees or students.
14. Willful or negligent damage to school property or willful waste of district supplies or equipment.
15. Evident unfitness for service.
16. Failure to maintain licenses or certificates required for the position by law or district policy or job description.
17. Misrepresentation or concealment of any relevant fact in connection with obtaining employment or during employment.
18. Misappropriation of district funds or property.
19. Conviction of a felony, or conviction of a misdemeanor involving moral turpitude. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
20. Physical or mental incapacity to perform duties.
21. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
22. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

## Disciplinary Procedure

### 1. Immediate Suspension

An employee may be immediately suspended without pay pending a hearing under the circumstances in which it would be seriously detrimental to the welfare of the district, students and employees. Such immediate suspensions may be ordered by the Superintendent or designee after the employee has been notified of the charge(s) against him/her and has been given an opportunity to respond to the Superintendent or designee. The Superintendent shall have the authority to immediately suspend an employee without giving the employee an opportunity to respond when any delay occasioned by a prior hearing could cause real and present danger to person and property.

### 2. Informal Hearing at District's Option

An employee against whom disciplinary action will be taken shall meet with the Superintendent or designee prior to written notification of official charges. The employee shall be informed orally of the reasons for disciplinary action and the action to be taken and be given an opportunity to respond. The employee may be represented at the hearing by a representative of his/her choice.

### 3. Written Notice

An employee against whom disciplinary action is taken shall be informed in writing, either in person or by certified/ registered mail to last known address of the following:

- a. **Statement of Charges.** A statement of the specific charges against the employee shall be written in ordinary and concise language and shall include the cause and the specific acts and omissions on which the disciplinary action is based. No charge, however, shall be made which occurred prior to the employee's becoming permanent nor more than (2) years prior to the filing of this statement of charges, unless such facts were concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the district.
- b. **Right to a Hearing.** The employee may request a hearing in writing either by mail or personal delivery within five (5) calendar days after service of the statement of charges. A card or letter shall be provided to the employee, the signing of which shall constitute a demand for a hearing and denial of all charges. In the absence of a request for a hearing demand for a hearing and denial of all charges. In the absence of a request for a hearing within the five (5) calendar days, the disciplinary action shall be effective on the date set forth in the written notice.
- c. **Access to Material.** The employee may, upon request, have copies of the material upon which the charges are based.

#### 4. Hearing

- a. The hearing shall be held within a reasonable period of time after the filing of a request for a hearing.
- b. If the employee does not request a hearing by the set date, disciplinary action may be taken without a hearing.
- c. The employee may be represented at the hearing by a representative of his/her choice
- d. Technical rules of evidence shall not apply at the hearing.
- e. For a suspension of five (5) days or less, involuntary reassignment/transfer hearing shall be delegated to the Superintendent or designee.
- f. Upon the employee's request, a hearing for a suspension of six (6) days or more, demotion or dismissal shall be conducted by the Board or by an administrative law judge from the California State Office of Administrative Hearings, at the option of the Board. Either the employee or the administration may request that a record of the hearing be made. The requesting party shall bear the cost of such record.
- g. The hearing before the Board shall be in closed session unless the employee makes a written request for a public hearing at least five (5) days prior to the hearing. The Board may deliberate in the absence of the employee and the administration.
- h. The employee shall have the right to personally appear and testify, to call witnesses and to cross-examine witnesses called by the administration.
- i. Board's Action on Administrative Law Judge's Decision.
  - (1) The Administrative Law Judge shall submit a written recommendation decision to the Board which shall include proposed findings of fact and determination of issues. A copy of the recommended decision shall be sent to the employee.
  - (2) Prior to making a final decision, the Board shall afford the employee and the administration the opportunity to present arguments to it on the sufficiency of cause for disciplinary action.
  - (3) The Board may accept, reject or modify the recommended decision; it shall first review the findings of fact.