

AGREEMENT BETWEEN

**SHORELINE UNIFIED
SCHOOL DISTRICT**

AND

**SHORELINE EDUCATION
ASSOCIATION**

CONTRACT PERIOD

July 1, 2021 through June 30, 2024

(Reflects all changes through June 30, 2024)

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TERMS OF THE AGREEMENT

1. The articles and provisions contained herein constitute a bilateral binding agreement, hereinafter referred to as the "Agreement", by and between SHORELINE UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT" and the SHORELINE EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION."
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
3. This Agreement shall remain in full force and is subject to negotiated revisions and amendments.
4. This Agreement comprises the entire Agreement between the District and the Association on the matters within the lawful scope of negotiations and shall supersede any rules, regulations, and practices between the District and the Association.
5. Procedures for negotiations shall be determined by mutual agreement between negotiating representatives prior to the commencement of negotiations when the contract is reopened.

ARTICLE I
RECOGNITION

- 1.1 The District recognizes the Association as the exclusive representative for employees in the Certificated Unit which consists of employee positions set forth below:

Regular full-time, part-time, itinerant, Chapter 1 and special education teachers, teachers-in-charge, counselors, librarian, temporary teacher and summer school teachers and shall exclude: Superintendent, principals, directors, and psychologists, home and hospital teachers, and substitutes.

- 1.2 The District shall not negotiate directly with a bargaining unit member without approval of the Association.

ARTICLE II
DISTRICT RIGHTS

- 2.1 All District rights and functions, including its power and authority to direct manage, and control the operation of the District, shall remain vested with District, except as specifically and expressly abridged by this Agreement.
- 2.2 The District shall make rules and regulations pertaining to employees consistent with the Agreement.

ARTICLE III
EMPLOYEE RIGHTS

- A.1 Employees shall have the right to become members of and participate in legitimate activities of employee organizations.
- A.2 Employees shall have the opportunity for involvement in decision-making through discussions concerning staffing patterns, curriculum changes and development, which affect their teaching assignments. The parties, the Association and immediate supervisor, shall attempt to reach mutual agreement. Lacking mutual agreement, the parties may present the positions first to the Superintendent and then, if necessary, to the Board.
- A.3 In addition, the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.
- A.4 Exclusive of personal vehicles, the District shall compensate unit members for loss or damage to personal property used in the course of employment, provided that prior authorization in writing has been received for the use of such equipment. No unit member shall be required to utilize his/her personal vehicle in the performance of District business. Unit members who are authorized and voluntarily use their personal vehicle on District business agree that their property and liability insurance is primary to the District's property and liability insurance.
- A.5 Association representatives shall have input into the District's budget development.

ARTICLE IV
REDUCTION IN FORCE

4.1 Notification of Layoffs

4.1.1 Prior to the issuance of layoff notices to certificated unit members, the District will notify the Association of the following:

4.1.1.1 A list of all programs being reduced which will result in certificated layoffs and the number of certificated personnel to be laid off, including certificated management personnel.

4.1.1.2 A list of any extra duty assignments, if any, being considered for reduction to the extent they are being considered for reduction at that time.

4.1.2 Certificated unit members to be laid off shall be notified in writing in accordance with applicable provisions of the Education Code.

4.2 Criteria for Determining Layoff

4.2.1 Where the District determines it is necessary to reduce the number of certificated unit members on staff, layoffs shall be made on a District wide basis, in inverse order of seniority, in accordance with applicable provisions of the Education Code.

4.2.2 Seniority shall be determined by the certificated unit member's first paid date of service in a probationary status.

4.2.3 Certificated unit members shall retain the same seniority date while employed by the District in a probationary status unless there is a break in service caused by the unit member's resignation or termination. In such case, the unit member's seniority date shall be the first paid date of service in a probationary status upon his/her return to service.

4.2.4 Pursuant to the provisions of the Education Code, the District shall determine the criteria for determining the relative seniority for unit members with the same first paid date of service in a probationary status. In order to determine the relative seniority of unit members with the same first day of paid service in a probationary position, the following objective criteria and point allocation shall be applied:

4.2.4.1 Credentials and experience to teach or serve in a particular program or provide a particular service of need by the District.
Rating: +1 per credential; +1 per year of experience.

- 4.2.4.2 Credentials and experience to teach in a special categorical program (i.e., bilingual, special education).
Rating: + 1 per credential, + 1 per year of experience.
- 4.2.4.3 Years of experience previous to current employment as a full-time, credentialed teacher in a temporary/probationary/permanent K-12 teaching situation in a public school. Rating: + 1 per year.
- 4.2.4.4 Number of supplementary authorizations. Rating: + 1 per supplementary authorization.
- 4.2.4.5 Number of teaching and/or special service credentials.
Rating: + 1 per credential
- 4.2.4.6 Earned degrees beyond the BA/BS level.
Rating: + 1 per degree
- 4.2.4.7 Multiple language skills relevant to District need.
Rating: + 1 per relevant language
- 4.2.4.8 Emergency v. Preliminary v. Clear/Life Credentials.
Rating: + 1 per emergency; +2 per preliminary; +3 per clear/life credential.

In the event that teachers with the same first day of paid probationary service have equal qualifications based on application of the above criteria, the district will then break ties by utilizing a lottery.

- 4.2.5 Upon request, the District shall annually furnish the Association with the current seniority list. The District shall update the list from time to time as necessary.

4.3 Recall Rights

- 4.3.1 Unit members who have been laid off shall be placed upon a reemployment list for a period of 24 months if probationary and 39 months if permanent.
- 4.3.2 Unit members who have been laid off shall be recalled in accordance with Education Code sections 44956 and 44957.
- 4.3.3 Offers of reemployment shall be made in seniority order as vacancies occur for which a unit member is credentialed and competent to render.
- 4.3.4 The offer of reemployment shall be made by certified mail, return receipt requested, to the laid off unit member's last address on file with the District.

- 4.3.5 The laid off unit member shall notify the District of his/her acceptance within ten (10) calendar days of the date the offer is mailed to the unit member. The unit member shall have the opportunity to refuse one offer of employment. If the unit member fails to respond to the second offer or rejects the second offer, his/her name shall be removed from the reemployment list and his/her right to reemployment shall be terminated.
 - 4.3.6 Upon written request to the District, a laid off unit member may request he/she not be offered reemployment for a period of up to one year. During such time, the unit member shall remain on the reemployment list. Such written request shall be limited to one per unit member during the reemployment period and shall in no event be construed to extend the unit member's reemployment period beyond the time limits in paragraph 4.3.1 above. Such requests shall not deprive the unit member any rights he/she may still have to subsequent offers of reemployment after the one year period has passed.
- 4.4 Effects of Layoff on Laid-Off Members
- 4.4.1 Laid-off unit members may continue on the District's health and welfare insurance programs at District expense for a period of not more than three (3) months after the layoff effective date provided this is acceptable to the District insurance carriers.
 - 4.4.2 Unit members who have received a notice of layoff may use their existing personal necessity leave for purposes of employment interviews.
 - 4.4.3 This section (4.4.1 and 4.4.2) constitutes the total contractual benefits that laid-off unit members will receive.
- 4.5 Effects of Layoff on Remaining Bargaining Unit Members
- 4.5.1 The Association reserves the right to bargain the impact (effects) of program reductions and/or layoffs of bargaining unit members on the remaining bargaining unit members in areas of wages, hours, and other terms and conditions of employment as defined in Government Code section 3543.2.

ARTICLE V
WAGES

5.1 Salary

Effective July 1, 2021, the Certificated Salary Schedule shall be increased by 3 and a half percent (3.5%).

Effective July 1, 2022, the Certificated Salary Schedule shall be increased by 3 and a half percent (3.5%).

Effective July 1, 2023, the Certificated Salary Schedule shall be increased by 3 percent (3.0+%).

5.1.1 Beginning with 2007-2008 negotiations will be conducted on the basis of Total Compensation: health and welfare benefits plus salary.

5.2 Extra-Curricular Activity Reimbursement - See Article 7.2.5, 7.2.6 and Exhibit A-4.

Effective July 1, 2014, all Extra Curricular Stipends in Exhibit A-4 shall be increased by the same percentage increase as the Certificated Salary Schedule increase.

(Exhibit A-4):

Assistant Coach:	Volleyball
	Boys' Soccer
	Girls' Soccer
	Boys' Basketball
	Girls Basketball
	Baseball Softball

These positions will be filled by recommendation of the school principal and athletic director. In cases where the head coach is of opposite sex to the team, gender the assistant coach will be of the team's gender.

Effective July 1, 2012, the THS Yearbook Teacher will be added to the Extra- Curricular Stipend Schedule (Exhibit A-4).

Effective July 1, 2018, the "Drama" extracurricular stipend will continue to be paid on a per performance basis and the Cheer extracurricular stipend will be paid on a per season basis (see Exhibit A-4).

All stipends will be listed in Exhibit A-4, regardless of funding source by May 1, 2019.

Stipends for year-round assignments will be paid as part of the unit member's monthly salary. Stipends for coaches will continue to be paid in one (1) payment at the conclusion of their season.

5.3 Salary Payments

Salary payments shall be paid in either eleven (11) or twelve (12) paychecks with the first payment being made on the last workday of August. Any change from eleven (11) to twelve (12) or twelve (12) to eleven (11) months must be in writing to the District Office by July 1st. Deferred net paychecks for July will be distributed at the end of June.

5.4 Initial Placement on Salary Schedule

5.4.1 The Superintendent will make the initial placement of employees on the salary schedule as per the current collective bargaining agreement.

5.4.2 Prior public school or accredited private school teaching experience shall be credited with one step for each approved year of prior professional experience up to ten (10) years for any new hires on or after July 1, 2003.

5.4.3 Initial placement will be on step and column, which can be substantiated at the time of employment. No credit will be granted at a later date for units, degrees, or experience previously earned which are not claimed on application of employment.

5.5 Step Advancement

5.5.1 An experience step shall be determined to mean active teaching experience equivalent to fifty percent (50%) of a contract year.

5.5.2 Part time employees will advance one step when accumulated part-time experience totals fifty percent (50%) or more of a school year. This applies to employees on reduced or shared teaching assignments.

5.5.3 Employees shall be granted one experience step increment for each year of satisfactory service, per Article XI, Procedures for Evaluation.

5.5.4 Employees on unpaid leave greater than fifty percent (50%) of the year shall not receive step advancement credit while on leave.

5.6 Class Placement and Reclassification

5.6.1 Semester units of college work (three quarter unit's equal two semester units) are the basis for granting credit. The term "one semester unit" shall mean a semester unit or the equivalent earned at an accredited state or private university or college.

5.6.2 Thirty days prior to commencing any course to be used for salary increment purposes, the employee is required to submit, on a form provided by the District,

request for approval of said course for the Superintendent, through the building principal.

- 5.6.3 The units required to advance from column to column shall be upper division, graduate, or professional courses from an accredited college or university, except that a total of nine (9) semester units of lower division courses may be submitted for column advancement. At the determination of the Superintendent, additional lower division units may be allowed toward salary advancement. These lower division units must be in the employee's major or minor field of preparation or directly related to his/her immediate teaching assignment as determined by the Superintendent. Prior approval is mandatory for salary advancement units. Units earned shall be submitted to the District Office prior to September 15 of each school year to be reflected in the salary schedule placement. Any units submitted after September 15 shall be reflected in placement for the following school year. No course credit (units) prior to September 1, 1989, shall be applied retroactively to this agreement.
- 5.6.4 Credit may be granted for repeat courses only upon prior written approval of the Superintendent when in his/her opinion such credit will be to the benefit of the District and the students.
- 5.6.5 Effective July 1, 2018, a \$1,250 stipend will be granted an employee possessing a Master's degree from an accredited school in the subject areas of the employee's major or minor or in a subject the employee teaches in the district or in a field directly related to public education. A \$1,250 stipend will also be granted for a Doctorate degree from an accredited school in the subject of the employee's major or minor or in a subject, the employee teaches in the district or in a field directly related to public education.
- 5.6.6 Certificated staff designated by the District as Teacher-in-Charge or assigned District responsibilities shall be paid as outlined in Exhibit A-3. Additionally, such stipend shall be included in Exhibit A-3 for 2003-04 and shall be annually increased by the statutory cost of living adjustment provided to school districts. Staff members so designated act in the capacity of the on-site principal during the principal's absence as authorized. No staff member shall be given such responsibilities unless he/she specifically consents to such assignment.
- 5.6.6.1 High School Teacher in Charge Job Description and Salary increase (retroactive to July 1, 2018) to be mutually developed and ratified by July 1, 2019. Staff member(s) will act in the capacity of the on-site principal during the principal's absence, as authorized. Specific responsibilities include:
- Taking the lead to address issues as they arise in the principal's absence. Issues may include discipline, safety concerns, and emergency situations.
 - Lunchtime supervision as needed.

- Acting as administrator-in-charge at six evening events per year. Any additional evening events that may arise would be compensated with extra duty hours.
- Other duties, as assigned, developed collaboratively with principal.

5.7 Association Dues

The District shall deduct and transmit to the Association all authorized deductions from all Association members with the unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the District and the Association. The written authorization for Association dues deduction shall remain in full force and effect during the term of this Agreement unless canceled in writing by the employee.

5.8 Travel Expenses

Travel expenses shall be reimbursed at the current, operative State Department of Education/I.R.S. rates as approved by the District Board. These rates include per diem allowance, in transit meal allowances, mileage rates, etc. Copies of the current rate regulations are available at the District Office.

5.9 Summer School/APEX

Summer session compensation shall be based on \$65.56 per hour. Teachers in charge receive an additional \$200 for the summer school session. Summer session teachers will be paid for one hour of preparation time daily, to be served on site either directly before or directly after the summer session instructional day, or in some combination thereof.

APEX is a credit recovery program offered during the summer session and during the regular school year as an after school program for grades 9-12.

Summer School/APEX compensation shall be increased by the same percentage increase as the Certificated Salary Schedule increase.

Summer School/APEX hourly rate	
Summer of 2022	\$67.85
Summer of 2023	\$70.22
Summer of 2024	\$72.33

5.10 Extra Duty Hours

Effective July 1, 2021, all extra duty hours will be compensated at the hourly rate of Step 4, Column 1 or the Certificated Salary Schedule or one (1) Personal day (maximum five [5] per year) for every six (6) hours of extra duty work.

5.11 Compensated Time Off

- 5.11.1 Members may accrue Compensated Time Off hours or days for performing extra duty work or for substituting for other teachers, that was approved by a site administrator, according to the provisions of sections 5.10 and 7.2.6 of the collective bargaining agreement.
- 5.11.2 All Compensated Time Off hours earned will be tracked and recorded by the unit member and signed off by the site administrator on the District recording form.
- 5.11.3 One full Compensated Time Off day is earned for every six (6) hours of Compensated Time Off hours accrued.
- 5.11.4 Unit members may only accrue a maximum of five (5) Compensated Time Off days per year.
- 5.11.5 Compensated Time Off days and hours must be used within one year from the time in they are earned. Any hours over the 5-day limit will be paid at either two hours at the current substitute rate or one hour at the extra duty rate depending on the way the hours were earned.
- 5.11.6 In lieu of using a Compensated Time Off day, unit members may elect to receive compensation for any unused Compensated Time Off hour(s) or day(s). Unit members requesting compensation shall be compensated at either two hours at the substitute rate or one hour at the extra duty rate depending on the way the hours were earned. Unit members have the sole responsibility of requesting payment for any unused Compensated Time Off prior to the expiration of any unused Compensated Time Off hour(s) or day(s). Requests must be submitted by the end of the month and will be paid on the regular mid-month payroll.
- 5.11.7 The District shall ensure that all processes and procedures regarding Compensated Time Off are consistently applied at all school sites and for all bargaining unit members.

ARTICLE VI
HEALTH AND WELFARE BENEFITS

6.1 The District shall offer the following plan for each full-time Certificated Employee.

Health:

The district will offer a high-deductible high premium (HDHP) -Health Savings Account (HSA) plan. The district will pay the total annual deductible into the health savings plan (Single - \$3,000; Plus, one and Family - \$6,000) at the beginning of the 2015-16 school year. In subsequent years, the district will contribute an amount equal to the annual deductible at the beginning of each calendar year. These funds will stay with the employee and unused funds will roll over each year. The district will cap Health and Welfare benefits at \$20,500 annually in 2021-22, at \$21,500 in 2022-23, and at \$22,500 in 2023-24 In addition, the district will pay the cost of single coverage for Dental, Vision and Life Insurance coverage. Employees can request additional coverage at their own cost.

When bargaining unit members are married and are both eligible for Family or Plus one coverage, only one member may receive Family or Plus one coverage. The other member will be eligible to receive Single coverage, and the district will contribute the annual family deductible amount to the HSA for each bargaining member.

<u>Delta Dental:</u>	Employee Only
<u>Vision:</u>	Employee Only
<u>Life:</u>	Employee Only

Employees may purchase additional coverage for their dependents through the District's dental and vision plans.

For employees who work less than full-time, the maximum district contribution shall be prorated based on FTE. The amount of the maximum district contribution shall be subject to future negotiations.

If the unit member chooses, the District will pay the comparable dollar amount towards other health plans offered by the District.

6.2 Beginning with 2005-06 the in lieu payment for health benefits will be frozen at the 2005- 06 rate of \$286.08. No new hires will be eligible for this option as of January 1, 2006. The District will consult with the Association regarding changes to providers and/or plans.

6.3 Section 6.2 above does not apply to retired employees.

- 6.4 The District shall pay health and welfare benefits for part-time employees on a prorated basis on the ratio of their assignment to a full-time employee within any constraints placed upon the District by insurance carriers.
- 6.5 The retiree only who is at least fifty-five (55) years of age and who has twelve (12) consecutive years of service in the District for retirement after June 30, 2007, he or she shall receive the same District health, dental and vision contributions paid by the District for an active employee to age sixty-five (65) or until the retiree becomes eligible for Medicare. The District will extend medical benefit premium cost up to the lowest single coverage Health Plan to out of state and out of coverage area retirees, subject to proof of coverage by a medical provider.
- 6.6 The District shall offer retirees and their eligible dependents all of the health, dental, and vision benefit plans provided to unit members at the District rate. Such coverage shall be supplementary to Medicare.
- 6.7 Employees who have been laid off shall be entitled to participate in District COBRA benefits.
- 6.8 Due to state tax implications regarding the implementations of the HSA-High Deductible Plan, the parties agree that for the duration of the current contract (July 1, 2021 through June 30, 2024), the district will pay a taxable stipend to each employee participating in that Plan by an amount equal to the amount paid in the calendar year by 9.3% based on the average teacher's salary for that year. In no event are the parties attempting to circumvent state tax laws.

For employees who turn 65 while still employed and are on the HSA-High Deductible Plan, the district will cover the premium cost for Kaiser High Plan 20 deductible or equivalent plan for single, plus 1 or family up to the cap amount in section 6.1 for health & welfare benefits. At plan open enrollment, employees turning 65 within that plan year need to request a change in coverage.

ARTICLE VII
WORK YEAR AND HOURS OF EMPLOYMENT

7.1 Calendar

The calendar shall be subject to negotiations.

7.2 Work Year

7.2.1 Beginning with the 2007-08 school year, the work year shall be 187 days including four (4) non-student workdays for planning, preparation, conferencing, meetings, and record keeping and three (3) staff development days to be decided upon by the faculty and site administrators.

7.2.1.2 Effective July 1, 2015, fifty (50%) percent of minimum days will be set aside for teacher planning, conferencing, record keeping, and this time will be left to the teacher's discretion. The other fifty (50%) percent can be used for all of the following listed above and any district business.

7.2.2 Staff Development is strongly encouraged for all staff members. Beginning with the 2007-08 school year, compensation for attending staff development training and/or coursework outside of the 187 day regular work year shall be at \$300 per day. All staff development opportunities must be pre-approved by a principal and the Superintendent and cannot exceed 10 days per school year. Unit members receiving a stipend from an outside agency for staff development attendance shall not be eligible to receive the SUSD compensation. Members that attend staff development workshops that are four hours or less will receive \$150 per day under the above stated conditions.

7.2.3 All unit members are expected to be accessible to students outside of class time both before and after school as determined by the unit member. Unit members will be accessible to students and/or families either thirty (30) minutes prior to the start of the work day or up to one (1) hour after the end of the student instructional day.

7.2.4 Recognizing that unit members are members of a profession, the terms of this agreement do not address specific hours of employment.

7.2.5 The responsibilities of the certificated unit member shall include activities, which are traditionally part of the District or Site educational program. These activities include, but are not limited to, Back-to-School Night, Open House, IEP/504/SST meetings, grade level/departmental meetings, and Site Staff or District Staff meetings. (School site and district leadership will work with unit members to ensure that all meetings are planned to ensure the efficient use of time and to ensure a balance in the monthly schedule.)

7.2.5.1 With the exception of Back to School Night and Open House, unit members attending activities and meetings described in section 7.2.5 shall be compensated at the rate of pay outlined in section 5.10 for their time. If the meeting exceeds one and one half (1.5) hours after the end of the student instructional day.

7.2.6 In addition, other responsibilities which may vary from site to site are parent advisory groups, committee meetings, supervision at school events and graduation exercises. A voluntary program of supervision will be offered. The rate of compensation will be the same as district pay outlined in 5.10 or one personal day (maximum of 5 per year) for every six (6) hours of supervision or two (2) site overnights. Designated activities will be approved by the site and District administration.

7.2.6.1 A voluntary program of substituting for teachers will be offered. Unit members who substitute for teachers will be compensated at the same rate as the District substitute pay. The substituting unit member will receive two hours of substitute pay or two hours of compensated Time Off for every hour they substitute. No unit member shall substitute for more than two (2) hours per day. Unit members shall receive compensation for all substitute hours provided.

7.2.7 The administration may designate activity coordinators to address extra-curricular activity needs at the school sites. (See Exhibit A-4.)

7.2.8 Responsibilities above and beyond the instructional day shall be assigned by the principal with the mutual agreement of the employee. Such assignments shall be allocated on an equitable basis as possible.

7.2.9 The District will provide for a minimum of four (4) hours of preparation time each week for PreK-8 unit members. The District will provide at least one (1) period a day or the equivalent time thereof each week for preparation time for 9-12 unit members. Unit members not assigned to a classroom shall receive an equal amount of preparation time as classroom teachers for the site(s) in which they are assigned to work. "Preparation time" this section refers to time for a unit member to plan, prepare for, and to complete job duties, which differs from the use of the term "course preparation" in section 7.3 of this agreement.

7.3 High School Assigned Course Preparation(s)

7.3.1 A course preparation shall be defined as follows: Each separately titled course taught in a semester shall be considered a course preparation. Two or more sections of the same course title taught in the same semester shall be considered one (1) course preparation.

7.3.2 Every effort shall be made to notify the teacher in a timely manner concerning their schedule, especially additions of course preparations. After consultation with teachers,

at the discretion of the high school principal, some unit members may be assigned extra periods (full or partial) of course preparation(s). This determination shall be made after considering academic load, number of course preparations, number of students, unit member requests, and the impact on other academic program offerings, Under the semester system, no unit member shall be assigned more than a maximum of eight (8) separate course preparations per year without additional compensation.

7.3.3 Annual financial compensation shall be as follows:

<u>Number of Preparations Per Year</u>	<u>Annual Compensation</u>
9	\$750
10	Additional \$750

There will be no compensation for a student load of 35 or less per semester.

7.4 Job Sharing

The Association and District Administration agree that job flexibility should be an option for unit members. Therefore, the opportunity for unit members to share a job assignment should be available at every site.

7.4.1 Job share applications for assignments for the following school year shall be filed with the District no later than March 15. Each application shall designate who are the proposed job share partners. The District shall approve or deny requests and notify, in writing, the applicants of its decision by the regularly scheduled April Board Meeting. If a request is denied, the applicants shall be notified of specific reasons for the denial. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked.

7.4.2 Each job-sharing unit member who works at least fifty percent (50%) shall receive a salary schedule increment each year.

7.4.3 Upon request of the two participants, a job-sharing assignment may be renewed provided the participants notify the District prior to March 15. In the event the two participants fail to notify the District of their desire to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the participants shall be returned to their previous status.

7.4.4 If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to a full-time assignment, the unit member will be assigned to the first available full-time position for which he or she is properly credentialed and in conformance with the provisions of this Agreement.

7.4.5 The Association and District Administration further agree to the setting of criteria and the standard job share agreement checklist as listed below that will be used by the principal to determine the viability of a job-share team. Reduced or shared teaching assignment contract requests will be considered by the administration and evaluated in terms of their benefit to the District's educational program and the welfare of the students. The principal will have the right and responsibility to determine, based on the district-wide criteria, if a job-share team should continue each successive year.

7.4.6 For employees on reduced or shared contracts who chose a leave, refer to Article 10.3.

7.5 Job-Sharing Criteria

7.5.1 Job share participants must be compatible in terms of instructional strategies, classroom management, and educational philosophy. This must be clearly stated in a detailed, written proposal that will be presented to the principal.

7.5.2 Anyone wishing to propose a job share must make his/her written proposal no later than March 15.

7.5.3 Proposed job-share positions will be posted within the District prior to being advertised outside the District.

7.5.4 A job-sharing commitment must be for at least forty percent (40%) to continue prorated benefits.

7.5.5 Each job-share proposal/agreement will be evaluated by the partners and the principal.

7.5.6 While the Association and District Administration agree that no unit member will be required to work more than the percentage of days required by their contract, the following responsibilities must be addressed in the proposal/agreement:

Staff meetings; Minimum days for staff development; Parent conferences, Back to School nights; and Teacher Work days.

7.5.7 The Association and District Administration will assist the participants to reach an agreement that is both educationally sound and equitable and in the best interests of students.

7.6 Job Share Agreement Checklist

7.6.1 Written statement that covers compatibility in the areas of educational philosophy, instructional strategies, and classroom management.

7.6.2 Purpose of the job share and a description of how it would work.

- 7.6.3 A plan to address attendance at staff meetings, staff development activities, parent conferences, parent communication, Back to School Night, Open House, and two teacher work days.
- 7.6.4 The strengths that each participant brings to the partnership.
- 7.6.5 A plan to assess the effectiveness of the job share.

ARTICLE VII
CLASS SIZE

8.1 Class sizes with the regular classroom teacher shall be within the following ranges: K-3

	9-30 pupils
4-8	15-35 pupils
9-12	5 - 35 pupils (Academic)
9-12	5 - 45 pupils (Non-Academic)

Should a class size exceed the above range, utilization of teacher aides shall be considered or such other assistance as agreed upon by the teacher and principal. Other factors to be considered by the teacher and administrator would be size of instructional space, class preparation, course content and teacher preparation requirements, teaching materials and supplies.

8.2 Grade Level Span

Multiple grade, self-contained classrooms of more than a two (2) grade level span shall be agreed upon by the teacher and principal. Should the grade level span exceed two (2) grade levels, utilization of teacher aides or other such assistance shall be considered.

ARTICLE IX
EMPLOYEE TRANSFERS

9.1 Definition of Terms

- 9.1.1 A "transfer" is the movement of a unit member from one work site to another work site. The transfer may include a change in grades or subject area or programs as long as the move involves changing work sites.
- 9.1.2 A "reassignment" is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one program to another program within the same work site.
- 9.1.3 A "vacancy" is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position.

9.2 Voluntary Transfer/Reassignment

- 9.2.1 A unit member may submit a request for transfer to the District at any time whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article. A unit member may only transfer into a vacancy, which is the same full-time equivalency (F.T.E.) that the unit member currently holds. Within seven (7) working days after notification of vacancies, employees desiring a transfer to a vacancy shall request such placements in writing, stating their reasons for transfer.
- 9.2.2 If two (2) or more unit members with state required credentials apply for a vacancy, the decision will be determined by the school administration based on the following unranked criteria: 1) benefit to the educational program resulting from the transfer; 2) length and nature of teaching experience; 3) job-related skills and competencies; and 4) personal and professional needs of the unit member. If all of the criteria are equal, seniority in the District shall be the deciding factor. If only one unit member applies the above language applies expect seniority is not applicable. Request for voluntary transfer does not guarantee assignment.
- 9.2.3 A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.
- 9.2.4 If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the unit member may request and shall receive written reasons for the denial.
- 9.2.5 If the unit member requests that his/her application for transfer be kept confidential, to the extent possible, such request shall be honored.

9.2.6 Unit members returning from leave shall be afforded all rights provided under this section.

9.3 Involuntary Transfer/Reassignments

9.3.1 There are times when it becomes necessary to move unit members from one District school to another District school because of enrollment, funding, or other compelling reasons. The wishes and qualifications of the unit member shall be considered. These include background and experience, staff compatibility, areas of expertise and commute. Final authority for transfer rests with the Superintendent who shall confer with those unit members involved in involuntary transfers/reassignments.

9.3.2 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, and/or for other compelling reasons, the District shall seek volunteers prior to making any involuntary transfer/reassignment.

9.4 Vacancies

9.4.1 Upon knowledge of vacancies, the District shall deliver to the Association and post in all school buildings a list of all vacancies, which occur during the school year and for the following school year. This list shall contain the following:

9.4.1.1 A closing date, which is at least five (5) working days following the posting date

9.4.1.2 A job description

9.4.1.3 Credentials and qualifications necessary to meet the requirements of the position.

9.4.1.4 No assignment to fill the vacancy shall be made until after the closing date.

9.4.1.5 No outside applicant shall be selected to fill a vacancy if there is a qualified unit member.

9.5 Seniority

9.5.1 Seniority is defined as the unit member's first date of paid service in a probationary position.

9.5.1.1 Unit members with the same initial date of service shall have their seniority number determined by criteria

ARTICLE X
LEAVES

10.1 Leave Rights

- 10.1.1 The benefits in this Article are benefits which are in addition to statutory leave benefits and it is understood and agreed that this Agreement does not waive any leave benefits provided by law or statute.
- 10.1.2 "Immediate family" shall mean the mother, father, spouse, domestic partner, partner, son, daughter, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-son, step-daughter, grandmother, grandfather, grandchild, brother, sister, brother-in-law, sister-in-law, of the unit member or the spouse or domestic partner of the unit member, or any relative living in the immediate household of the employee.
- 10.1.3 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, retirement credit, and such other rights and benefits in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the duration of the leave. District, at its discretion, may require the unit member to pay health care premiums while out on unpaid leave.
- 10.1.4 A Unit Member returning from any type of leave shall be entitled to return to comparable position and assignment he/she had prior to the leave.

10.2 Sick Leave

- 10.2.1 Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave available to the unit member from the first workday of each year. Sick leave may be used by the unit member for illness, injury, or quarantine of the unit member or the unit member's immediate family as defined in section 10.1.2. In addition, sick leave may also be used for purposes of parental leave for reason of birth, adoption, or foster care placement of a child. Sick leave that is not used shall accumulate from year-to-year without limit. The District may request a doctor's certificate before allowing pay for absence due to illness, accident, quarantine, or medical appointment.
- 10.2.2 Unit members who work less than full-time and/or who work during summer session shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 10.2.3 In addition to all sick leave entitlement a unit member may accumulate with the District, she/he shall also be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications with another public school district.

10.2.4 The District shall provide each member with an accounting of the number of days of sick leave she/he has accumulated, plus the number of days to which the unit member is entitled for the current school year.

10.2.5 In the case of absence due to illness or accident, unit members shall notify the Sub Service, their Principal or designee as soon as possible but not later than 7:00 A.M. of the day sick leaves commences. The Sub Service, site principal or designee shall be notified of the intent not to return to work as soon as possible on the day of the absence. If such notification is made, a substitute will be asked to report for work on the following day and if both the substitute and the unit member report for duty, the substitute shall be paid for service and the unit member sent home and charged a sick day.

10.2.6 Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under provisions of this Article, as certified in writing by the unit member's doctor, shall receive, for up to one hundred (100) workdays, the difference between her/his pay and the amount actually paid a substitute, or if no substitute has been employed, the amount that would have been paid a substitute, or fifty percent (50%) pay, whichever is greater.

10.3 Pregnancy Disability Leave

10.3.1 Unit Members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence for other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician.

10.4 Parental/Child Bonding Leave

10.4.1 Employees with at least twelve (12) months of service at the District are eligible to take up to twelve (12) workweeks of parental/child rearing leave within the 12-month period following the birth of a child of the unit member or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member. Unit members shall be entitled to take this leave all at once or intermittently.

10.4.2 After exhaustion of sick leave, a unit member who continues to be absent on account of parental leave shall be paid for the remaining portion of the 12-workweek period of parental leave either the differential rate or 50% of the employee's regular salary, whichever is greater.

10.4.3 Parental leave under this section runs concurrently with baby bonding leave under CFRA, FMLA, and Government Code section 12945.6.

10.5 Family Care and Medical Leave

The District shall provide a unit member, upon request, Family Care and Medical Leave in accordance with this Article.

- 10.5.1 All unit members who have served the District at least one continuous year with at least 1,250 hours worked during that year are eligible for leave under this Article. Family care and medical leave shall not exceed 12 work weeks during any 12 month period. This 12-month period shall coincide with the fiscal year.
- 10.5.2 Leave under this Article shall be granted upon request of a unit member, whenever the unit member needs leave because of the unit member's serious health condition which makes the employee unable to perform the functions of the employee's job, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or placement of a child with a unit member in connection with adoption or foster care of the child by the unit member.
- 10.5.3 As used in this Article, "immediate family" includes all persons listed in Section 10.1.2 of this Agreement. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either of the following: (A) Inpatient care in a hospital, hospice, or residential health care facility. (B) Continuing treatment or continuing supervision by a health care provider. (Government Code section 12945.2).
- 10.5.4 A unit member's eligibility for leave under this Article shall not be affected by entitlement, or lack thereof, of another member of the unit member's family to any leave benefit under any statute or any employment. A unit member eligible for leave under this Article may substitute therefore any accrued leave, paid or unpaid, under this Agreement.
- 10.5.5 Leave under this Article may be as long as an entire work year and may be as short as half a workday. If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations.
- 10.5.6 Leave under this Article shall entitle the unit member to all economic benefits of employment, except for salary, on the same basis as if the unit member were not on leave.
- 10.5.7 Leave under this Article shall entitle the unit member to continued accrual of all "service related" rights of employment, including, without limitation, seniority, reemployment, and participation in optional benefit programs such as early retirement.
- 10.5.8 Leave under this Article shall run concurrent with other leave available to the unit member.
- 10.5.9 Leave under this Article shall terminate whenever the unit member returns to continuous active service following notice as provided below:

- 10.5.9.1 A unit member returning from leave under this Article shall be reinstated immediately to the same or comparable position as one held by the unit member at the commencement of the leave, unless laid off or non-re-elected during the leave period.
- 10.5.9.2 A unit member who while on leave under this Article gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave. The unit member shall notify the District Office no later than 30 days prior to termination of leave.
- 10.5.10 Leave under this Article shall commence on the date indicated by the unit member in the leave notice provided by the unit member to her/his supervisor.
- 10.5.11 The unit member shall give the district at least 30 days' written advance notice of his/her need for family care and medical leave. If the unit member learns of the need for this leave fewer than 30 days in advance, he/she shall provide such notice as soon as practical. The leave notice shall specify: Leave will be taken pursuant to this Article; the date the leave commences; the anticipated pattern of leave use, including intermittently if the unit member will not be absent continuously; whether the unit member will substitute other paid leave for leave under this Article and, if so, how much paid leave; and the anticipated date of return to continuous active service, if known to the unit member.
- 10.5.12 Leave under this Article shall terminate on the next working day following the date indicated by the unit member in the return notice provided by the unit member to her/his supervisor.
- 10.5.13 The return notice shall specify: That the unit member is on leave pursuant to this Article, that the unit member will return to continuous active service, and the date upon which the unit member will return to continuous active service.
- 10.5.14 Delivery of a leave or return notice shall be by any means reasonably likely to inform the supervisor of the unit member's absence from or return to continuous active service
- 10.5.15 If a unit member on leave under this Article determines to resign or retire without returning to continuous active service, the unit member shall provide written notice of such determination to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next workday following the day designated by the unit member as the last day of employment.
- 10.5.17 A. When requesting family care and medical leave because of a serious health condition, the request shall be supported by a certification from the health care provider of the person requiring care. This Certification shall include the following:

- a. The date on which the serious health condition began;
- b. The probable duration of the condition;
- c. If the unit member is requesting leave to care for a child spouse or parent who has a serious health condition, the health care provider's certification of both of the following:
 - 1) Estimated amount of time the health care provider believes the unit member needs to care for the child, parent or spouse.
 - 2) Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse.

B. If the unit member is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the unit member is requesting leave because of his/her own serious health condition, the unit member is unable to perform the functions of his/her job.

C. The health care provider's certification need not identify the serious health condition involved. When the unit member is requesting leave because of his/her own serious health condition, this information may be included at the unit member's option.

D. If additional leave is needed when the time estimated by the health care provider expires, the district may require the unit member to provide recertification as specified above.

E. If the unit member is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

F. If the district has a reason to doubt the validity of a certification that accompanies a request for leave, the district may challenge the certification and require the unit member to obtain at district expense, a second opinion from a district approved health care provider. If the second opinion is contrary to the first, the district may require, again at district expense, that the unit member obtain a third medical opinion from a health care provider approved by the unit member and the district.

10.5.18 Leave taken pursuant to the California Family Rights Act shall run concurrently with leave taken pursuant to the Federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or

related medical conditions. Leave taken for the birth or placement of a child must be concluded within one year of the birth or placement of the child. Such leave does not have to be taken in one continuous period of time. The basic minimum duration of the leave shall be two weeks. During the period of family care and medical leave, the district shall require the employee to use his/her accrued time off and any other paid or unpaid time off negotiated with the district.

10.6 Catastrophic Leave Bank

10.6.1 Creation

- 10.6.1.1 The Association and the District agree to create a Catastrophic Leave Bank effective July 1, 2021. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 10.6.2 below.
- 10.6.1.2 For the purposes of this section, a "day" shall be any day a unit member is expected to be on duty as determined by the terms of this Agreement.
- 10.6.1.3 Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 10.6.1.4 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 10.6.1.5 The Catastrophic Leave Bank shall be administered by a joint committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District.

10.6.2 Eligibility and Contributions

- 10.6.2.1 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank.
- 10.6.2.2 Participation is voluntary but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 10.6.2.3 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of twenty (20) days after joining the bank before becoming eligible to withdraw from the Bank.
- 10.6.2.4 The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit member.
- 10.6.2.5 Cancellation occurs automatically whenever a unit member fails to make

her/his annual contribution or assessment. Cancellation, on the proper form, may be affected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the unit member effects cancellation.

10.6.2.6 Contributions shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within 30-calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

10.6.2.7 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave that shall be deemed to equate to the legal minimum required by Education Code Section 44043.5.

10.6.3 Withdrawal from the Bank

10.6.3.1 Catastrophic Leave Bank participants whose paid leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member or a member of the unit member's family for over ten (10) consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within 12 months, it shall be deemed catastrophic after five (5) consecutive days. Thus, a unit member who used the Bank, after exhaustion of sick leave, for 25 days to care for her/his spouse who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the bank after five (5) consecutive days off work.

10.6.3.2 Unit members must use all sick leave, but not differential leave, as defined in Article 10, Section 10.2, available to them before being eligible for a withdrawal from the Bank.

10.6.3.3 Unit members who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The District shall pay the unit member full pay and the Bank shall be charged one-half (1/2) day.

10.6.3.4 The first ten (10) days of illness or disability must be covered by the unit member's own sick leave, differential leave, or leave without pay, the first time said unit member qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the unit member's own sick leave, differential leave, or leave without pay.

- 10.6.3.5 If a unit member is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the unit member family.
- 10.6.3.6 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than 30 duty days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the bank may not exceed the statutory maximum period of twelve (12) consecutive months.
- 10.6.3.7 Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
- 10.6.3.8 Leave from the Bank may not be used for illness or disability which qualifies the unit member for worker compensation benefits.
- 10.6.3.9 If the Catastrophic Leave Bank does not have sufficient days to fund a request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the unit member, in writing, of the reason for the denial.
- 10.6.3.10 Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Sections 10.6.2.3 and 10.6.3.4, whichever is greater.
 - 10.6.3.10.1 For example, if a unit member contributed when first eligible to contribute (Section 10.6.2.3) and had ten (10) days of accumulated sick leave when the illness began (Section 10.6.3.4), she/he shall begin withdrawing upon the 11th duty day, if otherwise eligible. If the unit member had 15 days of sick leave at the beginning of the illness, she/he shall begin withdrawing days on the 16th duty day. If the unit member had five (5) days of sick leave at the beginning of the illness, she/he shall begin withdrawing days on the eleventh 11th duty day.

10.6.4 Administration of the Bank

- 10.6.4.1 The Catastrophic Leave Bank committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the unit member participants, to the Association, and to the District.

- 10.6.4.2 The committee's authority shall be limited to administration of the Bank. The committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- 10.6.4.3 Applications shall be reviewed and decisions of the committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- 10.6.4.4 The committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any denials.
- 10.6.4.5 By October 5 of each school year, the District shall notify the committee of the following:
 - 10.6.4.5.1 The total number of accumulated days in the Bank on June 30th of the previous school year.
 - 10.6.4.5.2 The number of days contributed by unit members for the current year.
 - 10.6.4.5.3 The names of participating unit members.
 - 10.6.4.5.4 The number of days contributed by the District.
 - 10.6.4.5.5 The total number of days available in the Bank.
- 10.6.4.6 As requested by the Committee, the District shall notify the committee of the following:
 - 10.6.4.6.1 The names of any additional unit members who have joined in accordance with Section 10.6.2.
 - 10.6.4.6.2 The names of any unit members who have canceled participation in accordance with Section 10.6.2.
 - 10.6.4.6.3 The total number of days in the Bank at the beginning of the previous month.
 - 10.6.4.6.4 The total number of days added to the Bank by new participants and the District's match.
 - 10.6.4.6.5 The total number of days awarded during the previous month and to whom they were awarded.
 - 10.6.4.6.6 The total number of days remaining in the Bank on the last day of the month.

10.6.4.7 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the then current members of the Bank proportionately.

10.7 Personal Necessity Leave

10.7.1 A unit member may use, at her/his election, not more than seven (7) days of unused sick leave for the purpose of personal necessity leave.

10.7.2 Unit members shall submit notification for personal necessity leave to their immediate supervisor at least two (2) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible.

10.7.3 Personal Necessity Leave may be used for any of the following:

a. Accident or illness involving the employee or a member of the employee's immediate family.

b. Personal property emergencies such as flood, theft, or disaster to the property of the employee or spouse.

c. Personal legal matters such as appearance in court as a litigant, or attorney appointments (that cannot be conducted after regular working hours or during vacation).

d. Personal business such as arranging bank loans, closing escrow, IRS that cannot be conducted after regular working hours or during vacation.

e. Four (4) days may be used as personal days, with no more than two (2) days used consecutively, unless it is signed off by the Principal and reviewed and approved by the Superintendent. The District may require verification for absences under items a, b, c, and d.

10.9 Personal Leave Without Pay

10.9.1 A unit member may request, subject to District approval, an unpaid health leave of absence for the remainder of the current school year and up to one (1) additional school year. The unit member shall furnish the District, upon request, a physician's verification of her/his need for such health leave. Such leave may be extended for an additional twelve (12) months upon District approval.

10.11 Bereavement Leave

10.11.1 A unit member shall be granted leave of absence for the death or imminent death of

any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for five (5) days. Such days need not be taken in consecutive order. If needed, additional absence without loss of salary may be authorized by the Superintendent. If additional time is needed, the unit member may use accrued comp time or request a leave of absence without pay. The Superintendent may or may not, in his/her discretion, grant a leave of absence without pay for purposes of bereavement.

10.12 Jury Duty/Witness Leave

10.12.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

10.12.1.2 The unit member must provide to their immediate supervisor the court summons prior to receiving leave and reporting to court. Upon returning to work, the unit member must provide verification of appearance.

10.12.1.3 The District shall pay the unit member the substitute rate when the unit member reschedules his/her request to appear and provides written verification when occurring outside of the work year.

10.12.1.4 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

10.13 Industrial Accident and Illness Leave

10.13.1 Section 44984 of the Education Code shall be supplemented as follows:

10.13.1.1 A unit member shall be entitled to such leave limited to a total of 60 work days.

10.13.1.2 The total of the unit member's temporary disability indemnity and the portion of salary due him/her during her/his absence shall equal her/his full salary.

10.13.1.3 A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as she/he and her/his physician agree that there has been such a recovery.

10.13.1.4 An industrial accident or illness, as used in this paragraph, means any injury or illness whose cause can be traced to the performance of services for the District.

10.13.1.5 The District's report of an industrial accident or illness shall be

kept on file in the Business Office.

10.13.1.6 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness.

10.14 Unit members who were or may have been potentially exposed to a contagious disease and are required by order of a Local, State, or Federal health agency to be quarantined shall be placed on paid leave, which shall not be deducted from the member's sick, personal, or extended illness leave.

10.15 Instructional Employees: Leaves Near the End of the Term The District may require an instructional employee to continue taking a requested leave until the end of the term in any of the following situations:

1. If the instructional employee begins a leave of three (3) or more weeks' duration more than five (5) weeks before the end of a term and would subsequently return to work during the last three (3) weeks of the term.

2. If the instructional employee, for reasons other than his/her own serious health condition, begins a leave of more than two (2) weeks' duration during the period that begins five (5) weeks before the end of the term and would subsequently return to work during the last two (2) weeks of the term.

3. If the instructional employee, for reasons other than his/her own serious health condition, begins a leave of more than five (5) days' duration during the period that begins three (3) weeks before the end of the term.

10.16 Intermittent/Reduced Work Schedule Leave

1. Leave related to the serious health condition of the unit member or his/her child, parent or spouse may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the District may limit leave increments to the shortest period of time that the payroll system uses to account for absences or use of leave. The unit member may also be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The unit member must be qualified for the position, but the position does not need to have equivalent duties.

2. Transfer to an alternative position may include altering an existing job to better accommodate the unit member's need for intermittent leave or a reduced work schedule.

10.17 Maintenance of Benefits

1. During the period of family care and medical leave, the unit member shall continue to be entitled to participate in the district's medical, dental and vision plan.

2. If the unit member fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the unit member's control, the unit member may be required to reimburse any health premiums paid by the District during the period of leave.

3. The unit member shall also continue to be entitled to participate in life, disability and accident insurance plans, pension and retirement plans, supplemental unemployment benefit plans, and/or any other unit member welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

4. In the absence of these conditions, the unit member shall continue to be entitled to participate in these plans and the District may, at its discretion, require the unit member to pay the premium for periods not covered by accrued leave.

10.18 Association Leave

Association representatives shall have a combined total of ten (10) days per year to participate in Association business. Requests for such leave shall be made to the Superintendent in writing by the Association President three (3) days prior to the intended absence. The Association will pay the daily substitute pay rate. The District shall not be responsible for the Association cost related to the leave.

ARTICLE XI
PROCEDURES FOR EVALUATION

Note: For the 2004-05, the parties agree to continue to pilot the new evaluation process that is aligned with the California Standards for the Teaching Profession. Any and all changes will be referred back to the negotiating teams for final negotiations before inclusion into the Agreement.

11.1 General Provisions

11.1.1 No later than October 15th of the year in which a formal evaluation is to take place, each administrator charged with evaluating personnel will confer with the evaluatee as to his/her objectives and anticipated educational techniques as prescribed in the California Education Code.

11.1.2 Permanent Certificated Employees covered by this Agreement shall be evaluated in writing by the immediate supervisor every other year no later than thirty (30) days prior to the last school day.

11.1.3 Probationary Certificated Employees covered by this Agreement shall be evaluated in writing by the immediate supervisor every year no later than thirty (30) days prior to the last school day.

11.1.4 Upon request of the evaluatee and/or evaluator an interim evaluation in writing will be completed no later than March 1st.

11.1.5 Permanent Certificated Employees covered by this Agreement may choose one of the Self-Directed Professional Growth Plans listed:

11.1.5.1 Peer Observation/Coaching

11.1.5.2 Self-directed Study/Research

11.1.5.3 Growth Portfolios

If the permanent employee so chooses, the traditional method can be used. See Exhibit "C" for Certificated Evaluation forms.

11.1.6 The performance of the evaluatee shall be measured against the goals and expectations referred to in "11.1" above, as reflected by the requirements of the law, District adopted Academic Standards, the Code of Ethics of the Teaching Profession, job description, and criteria enumerated on the evaluation form itself.

- 11.1.7 Any deficiencies cited by an evaluator must be accompanied by specific written recommendations for improvement.
- 11.1.8 The final written evaluation shall be signed by the evaluator and evaluatee. The evaluatee may attach dissenting comments to the evaluator's evaluation, and both shall be placed in the evaluatee's personnel file.

11.2 Self-Directed Professional Growth Plan for Permanent Teachers

11.2.1 Introduction

The self-directed evaluation process of the Shoreline Unified School District is based on these commonly held assumptions:

TRUST	Change in teacher performance occurs when teachers are empowered to direct their own evaluation
AUTONOMY	Each teacher is capable of increasingly self-directed behavior in relation to his/her own teaching.
LEARNING	A self-directed evaluation system should enhance and facilitate teacher learning which in turn supports student growth and development.
PROFESSIONAL DEVELOPMENT CYCLE	A self-directed evaluation system should enable teachers in different stages of their professional development, to identify their current learning needs.

11.2.2 Definition

The parties define a self-directed evaluation system as one that facilitates trust between staff and administration, supports teacher autonomy and learning which in turn will serve as a model for student autonomy and learning, and acknowledges the varying states of a teacher's professional development as they progress through their careers.

11.2.3 How it Works

The self-directed evaluation process begins in the fall. A teacher designs his/her goals and writes a plan to accomplish them prior to October 15. The teacher meets with the principal by October 15 to discuss implementation of the plan and to decide on check point dates. As the year proceeds, the plan may change or be updated with informal conferences. (See Attachment A).

11.2.4 Self-Directed Criteria and Format

11.2.4.1 Eligibility

Permanent Teacher

Optional process-teacher choice

11.2.4.2 Recommendation Regarding Evaluation based on this Format Final

approval rests with the administrator.

11.2.4.3 Focus on Self Directed Areas of Choice

Impact on student learning

Why am I interested?

What do I expect to accomplish?

What data, information or evidence will I collect to show progress?

What activities and actions will I use?

11.2.4.4 Areas of Choice and Description

1. Peer Observation/Coaching (See Attachment B)

Trained teachers working voluntarily with other teachers whom they trust in exchanging observations. Observations are preceded by a session or sessions where feedback is modeled and practiced. Working compatibility, technical feedback, analysis of application, adaptation to students and facilitation are aspects of Peer Observation. The minimum number of required observations is three (3).

2. Self-Directed Study/Research (See Attachment C)

Self-directed study/research involves critical thinking and problem solving directed toward classroom practices. Researchers will be able to link what he/she does with what a student learns with methods of assessment and data collection. Intensive research or training in an area that would have direct impact on that teacher's classroom environment. Some examples of work with a research project may include but are not limited to: literacy, portfolio development, and curricular areas.

3. Growth Portfolios (See Attachment D)

A collection of artifacts and documents that illustrate professional growth. Portfolios should provide current artifacts and evidences that serve the purpose of the portfolio: goals, curriculum, planning, learning experiences for students, evaluation of students' progress, and contributions to district and school.

ARTICLE XII
PEER ASSISTANCE

- 12.1 Teacher Induction Program Definitions:
- 12.1.1 Teacher Induction Program – a two-year job-embedded individualized induction program that is focused on extensive support and mentoring to new teachers in their first and second year of teaching. The program is designed for teachers with a preliminary teaching credential to meet the CTC requirements necessary to receive a clear credential.
 - 12.1.2 Participating Teacher – a new teacher with a preliminary credential who is a candidate participating in the teacher induction program.
 - 12.1.3 Mentor Teacher – a unit member with permanent status who is selected to provide coaching, mentorship, and help to participating teachers in the teacher induction program.
- 12.2 The Association and the District shall work jointly to ensure that the Teacher Induction Program meets the standards for professional teacher induction programs, as established by the California Commission on Teacher Credentialing (CCTC). No teacher shall be required by the District to participate in a teacher induction program that does not meet these standards, nor shall a teacher be required to participate in a teacher induction program that requires performance at a higher level that is required by these standards.
- 12.3 The performance evaluation in Article XI of this Agreement and the teacher induction program are separate and unrelated procedures. The teacher induction program is not a substitute for the contractual evaluation procedures.
- 12.4 The participation records of any teacher, including but not limited to, notifications, timelines, program participation, feedback about levels of participation, special assistance, etc. shall remain the property of the teacher and shall not be placed in the unit member’s personnel file or used in the unit member’s performance evaluation. Mentor teachers and teacher induction program coordinators/supervisors/administrators are not permitted to provide comments, feedback, documentation, or other items to a unit member’s evaluator.
- 12.5 Mentor Teachers
- 12.5.1 Any classroom teacher or teacher on special assignment with permanent status and at least four (4) years of satisfactory performance in the district is -eligible to apply to be a Mentor Teacher.
 - 12.5.2 Selection priority shall be given to unit members who work at the same school site as the Participating Teacher(s).
 - 12.5.3 All Mentor Teachers assigned to work with Participating Teachers shall be bargaining unit members and shall not come from outside the District or the bargaining unit.

- 12.5.4 Unit members selected to serve as Mentor Teachers shall receive a stipend consistent with the stipend in Appendix A-4 per Participating Teacher assigned to a Mentor Teacher.
 - 12.5.5 Mentor Teachers shall comply with all teacher induction program requirements of their position.
 - 12.5.6 Mentor Teachers shall be granted paid release time for agreed-upon professional development, or to meet with other Mentor Teachers to develop and refine their skills, to attend any required teacher induction program meetings, to attend any required observations of their assigned Participating Teachers, and for any other teacher induction program requirements that may occur during the regular work day and hours of the Mentor Teacher.
 - 12.5.7 Mentor Teachers shall not be required to pay any costs or other fees. Any costs or other fees required for Mentor Teachers as part of the teacher induction program shall be paid for by the District.
- 12.6 Participating Teachers
- 12.6.1 The District shall notify all eligible unit members of the teacher induction program(s) available to them as a condition of employment in the District.
 - 12.6.2 Unit members serving as a Participating Teacher shall be assigned a Mentor Teacher preferably from the same school site of the Participating Teacher and with similar or comparable classroom teaching experience (e.g. a Mentor Teacher with experience as a middle school English teacher assigned to a Participating Teacher working as a middle school English teacher).
 - 12.6.3 Participating Teachers shall be notified by the teacher induction program of all program completion requirements as well as to any expedited completion options for which the Participating Teacher may be eligible.
 - 12.6.4 When the Participating Teacher has completed the teacher induction program requirements, the teacher will be able to apply to the CCTC for a clear credential.
 - 12.6.5 Participating Teachers shall to the best of their abilities comply with the program requirements of the teacher induction program.
 - 12.6.6 Participating Teachers shall be granted paid release time for agreed-upon professional development, to meet with their assigned Mentor Teachers to develop and refine their skills, to attend any required teacher induction program meetings or any other teacher induction program requirements that may occur during the regular work day and hours of the Participating Teacher.
 - 12.6.7 Participating Teachers shall not be required to pay any costs or other fees during the first two years of the teacher induction program. Any costs or other fees required for Participating Teachers as part of the two-year teacher induction program shall be paid for by the District. If a unit member fails to complete the teacher induction

program requirements after two years, any further costs beyond the first two years of the teacher induction program shall be incurred by the unit member.

12.6.8 In the event that a unit member serving as a Participating Teacher is terminated, non-re-elected, resigns in-lieu of being non-re-elected, or is laid off (receives a Reduction In Force [RIF] Notice) prior to completing the two year teacher induction program, any costs or other fees paid by the District shall not be charged to the unit member or deducted from the unit member's compensation.

12.6.9 In the event that a unit member voluntarily resigns or otherwise breaks their employment contract without being released from the District unrelated to a non-re-election prior to completing the two years of the teacher induction program, the District may seek to recoup any pro-rated losses paid to the teacher induction program on behalf of the unit member. (For example, if a unit member resigns having completed 60% of the school year, the District may choose to recoup 40% of the fees paid to the teacher induction program for the year in which the resignation occurs.)

12.6.10 A Participating Teacher shall be afforded the opportunity to attach written responses to any final report issued by the Mentor Teacher and to appeal any negative reviews or decisions regarding completion of the teacher induction program requirements.

12.7 In order to achieve success in the teacher induction program both Mentor Teachers and Participating Teachers need to be able to maintain a positive report with each other. Any difficulties between the two unit members should be addressed together first. If the two unit members cannot resolve their difficulties, the Participating Teacher shall be reassigned to a new Mentor Teacher. A Mentor Teacher may be assigned a new Participating Teacher, if one is available.

12.8 Peer Assistance and Review Program Definitions:

12.8.1 Peer Assistance and Review Program - The Association and the District believe that all teachers should focus on continuous improvement in professional practice and that teachers can benefit from the assistance and review of colleagues. Therefore, the Association and the District have established a teacher Peer Assistance and Review Program (PAR), making available the skills of exemplary teachers to help teachers develop as professionals. PAR will be provided to permanent teachers who are referred to the program because of an unsatisfactory evaluation.

12.8.2 Referred Teacher is a permanent unit member who has received a final rating of unsatisfactory on the Final Evaluation Summary in the prior year. He/she shall be referred to the Joint Committee and required to participate in the PAR program.

12.8.3 PAR Mentor Teacher is a tenured or retired exemplary teacher who provides assistance and review to teachers participating in the program.

12.9 Joint Committee

- 12.9.1 The Joint Committee serves as the governing board of the PAR Program.
- 12.9.2 The Joint Committee shall be established and will be composed of five (5) members, three (3) classroom teachers and two (2) administrators.
 - 12.9.2.1 The Association is responsible for holding an election for classroom teachers to serve as Joint Committee members. One (1) classroom teacher shall be from the West Marin Elementary or Inverness Elementary School, one (1) from Tomales Elementary or Bodega Bay Elementary and one (1) from Tomales High School.
 - 12.9.2.2 The superintendent shall appoint the administrators selected as joint committee members.
- 12.9.3 Committee members will participate in training to understand PAR program not to exceed one day.
- 12.9.4 The Joint Committee shall establish its meeting schedule and meet as needed. To hold meetings, a majority of the members must be present including at least one (1) teacher and one (1) administrator.
- 12.9.5 The Joint Committee shall be responsible for the following:
 - 12.9.5.1 Adopt rules and operational procedures to effect the provisions of this program.
 - 12.9.5.2 Receive the necessary training to implement the PAR program.
 - 12.9.5.3 Select a PAR teachers pool by May 1 for the following year.
 - 12.9.5.4 The selection process for the PAR Mentor Teacher shall include a letter of intent speaking to selection criteria (section 12.10) and reference(s).
 - 12.9.5.5 Review the final report prepared by the PAY Mentor Teacher and make a written report to the District Board of Trustees regarding the Referred Teacher's progress in the PAR program. Only the panel's written report shall be made available for placement in the Referred Teacher's personnel file.
 - 12.9.5.6 Review the written reports prepared by the PAR Mentor relative to the results of the work with the Referred Teachers.
- 12.9.6 Teacher members of the Joint Committee shall receive extra-duty pay for time spent in training and meetings.
- 12.9.7 The Joint Committee Shall make decisions by consensus of the entire body. If consensus can't be reached, the decision shall be made by a majority vote with all five (5) members voting. PAR Mentor shall be chosen by majority vote.

12.9.8 All proceedings and materials related to evaluations, reports, and all personnel matters shall be strictly confidential. Such confidential information may be disclosed only by the Joint Committee, Referred Teacher, and Principal.

12.10 PAR Mentor Teacher

12.10.1 Classroom teachers shall submit a letter of intent and reference(s) to become a PAR Mentor Teacher no later than March 15 each year and shall meet the following qualifications:

12.10.1.1 Be a tenured or classroom teacher.

12.10.1.2 Possess substantial recent experience in classroom instruction of not less than four (4) years for both in-district and out-of-district applicants.

12.10.1.3 Selection criteria include but are not limited to the following:

- (i.) Knowledge of teacher development;
- (ii.) Knowledge of the state-adopted academic content and standards and performance levels for students, state-adopted curriculum frameworks, and the California Standards for the Teaching Profession;
- (iii.) Willingness to participate in professional training to acquire the knowledge and skills needed to be an effective support provider;
- (iv.) Willingness to engage in formative assessment processes, including non-evaluate, reflective conversations about formative assessment evidence with teachers.
- (v.) Willingness to share instructional ideas and materials;
- (vi.) Willingness to deepen understanding of cultural, ethnic, cognitive, linguistic, and gender diversity;
- (vii.) Effective interpersonal and communication skills;
- (viii.) Commitment to personal professional growth and learning;
- (ix.) Willingness and ability to be an excellent professional role model.

12.10.1.4 Commit to a formative assessment system program.

12.10.1.5 The Joint Committee may recommend or may direct that the PAR Mentor take additional training.

12.10.1.6 The PAR Mentor Teacher and Principal are expected to maintain a cooperative relationship in the PAR process.

12.10.2 PAR Mentor Teacher shall be appointed for a two-year term and may reapply.

12.10.3 PAR Mentor Teacher may be from another District and must meet the above criteria.

12.10.4 On an annual basis, no more than one (1) Referred Teacher may be assigned to a PAR Mentor Teacher who is a full-time teacher.

12.10.5 PAR Mentor Teachers shall prepare at least two (2) peer review reports and a final summary report per school year on the Referred Participating Teacher they assist. These reports shall contain a record of the events and observations which have occurred between PAR Mentor Teacher and Referred teacher and shall not be evaluative. They shall be submitted to the Joint Committee, the principal of the Referred Teacher and the Referred Teacher and shall not be made available for placement in the personnel file.

12.10.6 Stipends: PAR Mentor Teachers shall be paid a yearly stipend based on the following assignments (See Exhibit A-4).

Stipends are based on full year participation of staff. If staff participates for less than full term, stipend will be prorated.

12.10.7 The maximum caseload for each PAR Mentor Teacher will be one (1) Referred Teacher.

12.11 Referred Teacher

12.11.1 Referred teachers shall be provided:

12.11.1.1 Multiple PAR Teacher observations during classroom instruction.

12.11.1.2 Reasonable training and other support as needed to assist improvement in teaching skills and knowledge.

12.11.1.3 A Support and Improvement Plan (SIP) as outlined in Article 11.

12.12 Summary

12.12.1 The program should be designed so that participants shall expect and are strongly encouraged to have a cooperative relationship between the PAR Mentor Teacher and the principal/evaluator with respect to the process of PAR. The Principal shall retain the responsibilities for evaluation pursuant to Article 11.

12.12.2 The association and the District shall jointly monitor the development and implementation of this program.

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ARTICLE XIII
COMPLAINT PROCEDURE

13.1 In order to promote fair and constructive communication, the following procedures shall govern the resolution of complaints. Every effort should be made to resolve a complaint at the earliest possible stage.

13.2 No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints which have been received by the District from parents and/or guardians, unless the following procedures have been followed:

13.2.1 Complaints concerning unit members should be made directly by the complainant to the unit members against whom the complaint is lodged. Parents/guardians are encouraged to attempt to orally resolve concerns with the unit member personally.

13.2.2 If the complaint is not resolved at this level, the complainant may submit the complaint in writing to the school principal or immediate supervisor. A copy of the complaint shall be given the unit member within five (5) days of receipt. When necessary the administrative staff shall inform the complainant that they can seek assistance, if he/she is unable to prepare the written complaint without help.

A written complaint must include the name of each unit member involved and a brief but specific summary of the complaint and the facts surrounding it. It must also include a specific description of a prior attempt to discuss the complaint with the unit member involved and the failure to resolve the matter.

The principal or immediate supervisor is responsible for investigating complaints and will attempt to resolve the complaint to the satisfaction of the person(s) involved. A resolution meeting shall be held with the complainant, the unit member, and the immediate supervisor. If the complainant is unable or refuses to attend the meeting the principal shall take whatever steps are necessary to resolve the complaint. If the complaint is resolved, the principal will so advise all concerned parties, including the Superintendent or designee.

13.2.3 If the complaint remains unresolved after review by the principal or the immediate supervisor, the principal shall refer the written complaint, together with a report, and analysis of the situation, to the Superintendent or designee. Complainants should consider and accept the Superintendent's or designee's decision as final. However, the complainant, the unit member, or the Superintendent may ask to address the Governing Board regarding the complaint in accordance with Section 4 below.

- 13.2.4 Complaints concerning a unit member shall be addressed in a closed session of the Board unless the unit member requests that the issue be addressed in open session. No party to a complaint may address the Board, either in closed or open session, unless the Board has received the Superintendent's or designee's written report concerning the complaint. The Superintendent's or designee's report shall contain, but not be limited to:
- 13.2.4.1 The name of each unit member involved.
 - 13.2.4.2 A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the unit member(s) as to the precise nature of the complaint and to allow the unit member(s) to prepare a defense.
 - 13.2.4.3 A copy of the signed original complaint.
 - 13.2.4.4 A summary of the action taken by the Superintendent or designee, with his/her specific finding that disposition of the case at the Superintendent's level has not been possible and the reasons why.
- 13.2.5 All parties to a complaint, including the school administration, may be asked to attend a Board meeting or part of such meeting, in accordance with Section 4 above, for the purpose of presenting all available evidence and allowing every opportunity for explaining and clarifying the issue.
- 13.2.6 The decision of the Board following the hearing shall be final.
- 13.2.7 Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary nor dismissal action against the unit member.
- 13.2.8 All parties and the complainant shall use their best effort to keep all information or proceedings regarding any complaint confidential.

ARTICLE XIV
GRIEVANCE

14.1 Definitions

14.1.1 A "grievance" is an allegation by one or more bargaining unit members or by the local Association on behalf of a unit member that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

14.1.2 A "grievant" is a bargaining unit member or the Association of the District covered by the terms of this Agreement with an alleged grievance.

14.1.3 A "day" is any day in which the District Office is open for business.

14.2 Informal Level

14.2.1 Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor.

14.2.2 If the grievance is not resolved through informal conference, the grievant may request the assistance of an Association Representative to attempt an informal resolution of the grievance with the immediate supervisor and the grievant.

14.2.3 A grievant who so desires may meet with an Association Representative to assist the grievant in proceeding to the Formal Level.

14.3 Formal Level I

14.3.1 If the grievance is not resolved to the satisfaction of the grievant at the Informal Level, a formal grievance may be filed by the grievant within ten (10) days of the informal conference meeting. The grievant must present the grievance in writing on the form prescribed by the District (Exhibit B) to the immediate supervisor.

14.3.2 This statement shall be a clear, concise statement of the grievance, the specific section of the Agreement allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

14.3.3 The immediate supervisor shall meet with the aggrieved party and/or designated Association representative, and respond in writing as soon as possible but not to exceed fifteen (15) days from presentation of the written grievance. Failure by the grievant to appeal a decision within ten (10) days shall be deemed acceptance of the decision. Failure by the immediate supervisor to communicate the decision within the specified time limit shall permit the grievant to appeal to the next level without the written decision.

14.4 Level II

- 14.4.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the form prescribed by the District to the Superintendent, or designee, within ten (10) days after receiving a decision from Level I or if no decision ten (10) days from when the decision should have been made.
- 14.4.2 This statement shall include a copy of the original grievance and appeal, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- 14.4.3 The Superintendent, or designee, shall meet with the grievant and shall communicate a decision, in writing to the grievant as soon as possible, but not to exceed fifteen (15) days after receiving the appeal. Failure by the grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure by the Superintendent to communicate a decision within the specified time limits shall permit the grievant to appeal to the next level without a written decision.

14.5 Level III

- 14.5.1 The aggrieved party and/or the Association may appeal the Level II decision to Mediation by completing the prescribed form and submitting it to the Superintendent within ten (10) days after receipt of the decision from the Superintendent or designee.
- 14.5.2 Within five (5) days following the appeal, the Association shall so notify the California State Mediation and Conciliation Service. CSMCS shall appoint a mediator who shall schedule a mediation conference at the earliest possible date. Mediation conferences shall take place at a mutually convenient location and time.
- 14.5.3 Each party shall designate its representatives for the mediation conference. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.
- 14.5.4 The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of the grievance. If, after due diligence, not to exceed twenty (20) days, the mediator concludes resolution is not possible, the mediator shall notify both parties in writing. The cost, if any, of the mediator shall be borne by the District.

14.6 Level IV

14.6.1 If the grievance is not resolved at the mediation level (Level III), the grievant may, with the concurrence of the Association request arbitration of the dispute. The request shall be made by written notice to the Superintendent within ten (10) days of the receipt of notice by the mediator that resolution is not possible and shall contain the same information as set forth in Level II

14.6.2 After hearing the evidence, the arbitrator shall submit his/her findings and conclusions to the Association and Superintendent. The decision of the arbitrator will be final and binding upon the parties.

14.6.3 The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and the Association.

14.7 Miscellaneous

14.7.1 The time limits may be extended by mutual agreement.

14.7.2 No punitive actions will be taken by the Superintendent or by any member or representative of the administration or the Board against any grievant, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.

14.7.3 Until final disposition of a grievance is accomplished, the grievant is required to conform to the original direction of the immediate supervisor.

14.7.4 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she will, upon notice to the Principal or immediate supervisor by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings or hearings as a witness will be given an appropriate amount of time without loss of pay.

ARTICLE XV
PRE-RETIREMENT PART-TIME EMPLOYMENT

- 15.1 A certificated employee may be allowed to work on a part-time basis without losing retirement benefits under the following conditions:
- 15.1.1 The employee shall have his or her retirement allowance, as well as other health and welfare benefits to which the employee is entitled, based upon the compensation that the employee would have received if he or she had been employed on a full-time basis.
 - 15.1.2 The option to reduce the employee's workload shall be exercised at the request of the employee subject to approval by the Board of Trustees and may be revoked only with the mutual consent of the Board of Trustees and the employee.
 - 15.1.3 Pre-retirement part time employment requests will be considered by the administration and evaluated in terms of their benefit to the District's educational program and the welfare of the students.
 - 15.1.4 Prior to employment as an employee on a pre-retirement part time assignment, the employee and the administration will mutually agree in writing on actual time spent at school and other extra-curricular duties and activities on a pro-rata share.
 - 15.1.5 The employee shall have been employed full time to perform creditable service for at least ten (10) years including five (5) years of full time employment immediately preceding the reduction in workload.
 - 15.1.6 The employee shall not have had a break in service during the five (5) years immediately preceding the reduction in workload. Sabbaticals and other approved leaves of absence shall not constitute a break in service. However, time on a sabbatical or other approved leave of absence shall not be used in computing the five (5) year full-time requirement.
 - 15.1.7 The employee shall have reached the age of 55 years prior to the reduction in workload.
 - 15.1.8 The period of the reduced workload shall not exceed ten (10) years.
 - 15.1.9 The reduced workload shall be equal to not less than one-half of the full-time equivalent required by the employee's contract of employment during his or her final year of full-time employment.
 - 15.1.10 The employee shall be paid compensation that is the pro rata share of the compensation the employee would have earned had the employee not opted to reduce his or her workload.

15.1.11 Both the employee and District shall contribute to the STRS the amount that would have been contributed had the employee remained full-time.

The Superintendent or designee shall verify the employee's eligibility prior to the reduction of an employee's workload. This shall be done in conjunction with the administrative staff of STRS, in accordance with the law.

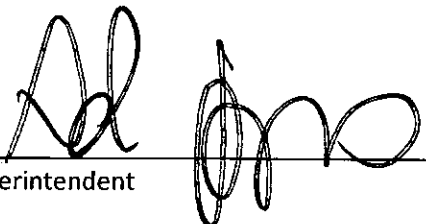
ARTICLE XVI
COMPLETION OF AGREEMENT

- 16.1 If the Public Employment Relations Board determines that other items within the Association's initial proposal are within the scope of representation as set forth in Government Code Section 3543.2, the parties shall reopen negotiations on such items and incorporate the agreement reached on such items into this Agreement.
- 16.2 The District shall establish no new policies falling within the scope of negotiations, but not covered under this Agreement, without consulting with the certificated exclusive representative.
- 16.3 This is a three (3) year closed agreement (2021-22, 2022-23, and 2023-24).

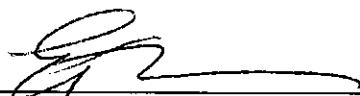
This contract is subject to revision at any time during the school year as mutually agreed upon by the Shoreline Unified School District and Shoreline Education Association.

SHORELINE UNIFIED SCHOOL DISTRICT

SHORELINE EDUCATION ASSOCIATION
Chapter of California Teachers Association/
National Education Association



Superintendent



President, Shoreline Education Association

10/14/22

Date

10/14/22

Date

**Shoreline Unified School District
Certificated Salary Schedule 2021-2022**

COLUMN	PRESCHOOL TEACHERS	I BA + 30	II BA + 45	III BA + 60 MA + 15	IV BA + 75 MA + 30
STEP					
1	32,313	60,161	62,269	64,377	64,377
2	32,797	62,060	64,171	66,276	66,276
3	33,289	63,963	66,070	68,178	68,178
4	33,789	65,863	67,973	70,080	70,080
5	34,295	69,667	71,774	73,880	73,880
6	34,809	71,774	73,880	75,991	75,991
7	35,332	73,880	75,991	78,099	78,099
8	35,862	75,991	78,099	80,204	80,204
9	36,400	78,099	80,204	82,315	82,315
10	36,945	82,315	84,418	86,525	86,525
11	37,500	84,418	86,525	88,638	88,638
12	38,062	86,525	88,638	90,745	90,745
13	38,633	88,638	90,745	92,853	92,853
14	39,213	90,745	92,853	94,960	94,960
15	39,801	92,853	94,960	97,067	97,067
16	40,398	94,960	97,067	99,174	99,174
17	41,004	97,067	99,174	101,284	101,284
18	41,619	99,174	101,284	103,390	103,390
19	42,244	101,284	103,390	107,268	107,268
20	42,877	103,226	105,283	107,893	107,893

Masters/PhD Stipend \$1.250/year

Negotiated Increase for 2021-2022: 3.5%

Negotiated Increase for 2022-2023: 3.5%

Board Approved June 16, 2022

Negotiated Increase for 2023-2024: 3.0%

**SHORELINE UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2022-2023**

COLUMN	PRESCHOOL TEACHERS	I BA + 30	II BA + 45	III BA + 60 MA + 15	IV BA + 75 MA + 30
STEP					
1	33,444	62,267	64,448	66,630	68,813
2	33,945	64,232	66,417	68,596	70,781
3	34,454	66,202	68,382	70,564	72,750
4	34,972	68,168	70,352	72,533	74,715
5	35,495	72,105	74,286	76,466	78,651
6	36,027	74,286	76,466	78,651	80,832
7	36,569	76,466	78,651	80,832	83,011
8	37,117	78,651	80,832	83,011	85,196
9	37,674	80,832	83,011	85,196	87,373
10	38,238	87,373	89,553	91,740	91,740
11	38,813	84,418	86,525	88,638	93,921
12	39,394	89,553	91,740	93,921	96,103
13	39,985	91,740	93,921	96,103	98,284
14	40,585	93,921	96,103	98,284	100,464
15	41,194	96,103	98,284	100,464	102,645
16	41,812	98,284	100,464	102,645	104,829
17	42,439	100,464	102,645	104,829	107,009
18	43,076	102,645	104,829	107,009	110,140
19	43,723	104,829	107,009	111,022	113,268
20	44,378	106,839	108,968	111,669	119,267

Masters/PhD Stipend \$1.250/year

Board Approved June 16, 2022

Negotiated Increase for 2021-2022: 3.5%

Negotiated Increase for 2022-2023: 3.5%

Negotiated Increase for 2023-2024: 3.0%

**SHORELINE UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE 2023-2024**

COLUMN	PRESCHOOL TEACHERS	I BA + 30	II BA + 45	III BA + 60 MA + 15	IV BA + 75 MA + 30
STEP					
1	34,447	64,135	66,381	68,629	70,877
2	34,963	66,159	68,410	70,654	72,904
3	35,488	68,188	70,433	72,681	74,933
4	36,021	70,213	72,463	74,709	76,956
5	36,560	74,268	76,515	78,760	81,011
6	37,108	76,515	78,760	81,011	83,257
7	37,666	78,760	81,011	83,257	85,501
8	38,231	81,011	83,257	85,501	87,752
9	38,804	83,257	85,501	87,752	89,994
10	39,385	87,752	89,994	92,240	94,492
11	39,977	89,994	92,240	94,492	96,739
12	40,576	92,240	94,492	96,739	98,986
13	41,185	94,492	96,739	98,986	101,233
14	41,803	96,739	98,986	101,233	103,478
15	42,430	98,986	101,233	103,478	105,724
16	43,066	101,233	103,478	105,724	107,974
17	43,712	103,478	105,724	107,974	110,219
18	44,368	105,724	107,974	110,219	113,444
19	45,035	107,974	110,219	114,353	116,666
20	45,709	110,044	112,237	115,019	122,845

Masters/PhD Stipend \$1.250/year

Negotiated Increase for 2021-2022: 3.5%

Board Approved June 16, 2022

Negotiated Increase for 2022-2023: 3.5%

Negotiated Increase for 2023-2024: 3.0%

EXTRACURRICULAR STIPENDS

	2021-2022 3.5% COLA	2022-2023 3.5% COLA	2023-2024 3.0% COLA
High School			
Athletics			
● Athletic Director	7341	7598	7826
● Coach Stipends Football, Volleyball, Soccer, Basketball, Baseball, & Softball			
○ Head Varsity Coach	3671	3799	3913
○ Asst. Varsity Coach	2504	2592	2670
○ Head JV Coach	2725	2820	2905
○ Asst. JV Coach	2504	2592	2670
● Coach Stipends Head Tennis, Asst. Varsity Tennis, Golf, Cheerleading (per season), Cross Country	2504	2592	2670
Activities			
● Activities Coordinator	4003	4143	4267
○ Drama, per production	1788	1851	1907
○ Band, per semester	1252	1296	1335
○ Mock Trial Coach	417	432	445
○ Yearbook	2527	2615	2693
○ Shoreline Comm. Mentor	5655	5853	6029
All Schools			
● Teacher in Charge			
○ BBS	2504	2592	2670
○ TES	2504	2592	2670
○ WMS	2504	2592	2670
○ INV	2504	2592	2670
○ THS	3130	3240	3337
Teacher Induction Program			
○ Mentor Teacher	2261	2340	2410
PAR Committee			
○ Committee Member	283	293	302
○ Volunteer Participant (per semester)	1131	1171	1206

Elementary Schools
Athletics

○ Flag Football	1492	1544	1590
○ Cross Country	1244	1288	1327
○ Track and Field	1244	1288	1327
○ Intramurals (per semester)	1244	1288	1327

Activities

○ Student Council	1977	2046	2107
○ Yearbook	1236	1279	1317

Grant Funded (Not subject to annual Cost of Living Increases)

P3 Facilitator* (TES & WMS)	7000	7000	7000

*Marin Community Foundation P3 Grant

MEMORANDUM OF UNDERSTANDING

Between the
Shoreline Education Association
and the
Shoreline Unified School District

August 10, 2015

The parties agree to establish a Joint Committee on Health and Welfare Insurance Benefits. The purpose of the Joint Committee will be to ensure the funds spent by the Shoreline District and its employees provides the best insurance coverage possible within the financial constraints of the Shoreline district and its employees.

The Joint Committee will be responsible for annually reviewing the packages and rates provided by our insurance carriers and making recommendations to the Superintendent on changes that could improve service without additional cost or reduce cost without reducing service. Any recommendations that required changes to the Association's contract will need to be negotiated as part of the established negotiation process.

The Joint Committee will be comprised of 2 SEA members, 2 CSEA members, a member of the administrative team and the CBO. The Committee will meet as needed during the spring of each year as rate information for the upcoming year becomes available.

For District:

For: Shoreline Education Association:

Nancy New
[Signature]
[Signature]
Noel J. [Signature]

Meredith Leask
[Signature]
Date: 8-10-2015

Date: 8/10/2015

MEMORANDUM OF UNDERSTANDING
Between
SHORELINE UNIFIED SCHOOL DISTRICT
And
SHORELINE EDUCATION ASSOCIATION

The Shoreline Unified School District (“District”) and the Shoreline Education Association (“Association”) enter into this Memorandum of Understanding (“MOU”) regarding the issue of procedures for evaluation.

The following amendments to the *Agreement Between Shoreline Unified School District and Shoreline Education Association* (“CBA”) shall be in effect for the 2022-2023 and 2023-2024 school years and shall only go into effect upon ratification of the Tentative Agreement for the 2021-2024 CBA between the parties. The parties agree that this MOU does not permanently repeal Article XI – Procedures for Evaluation as written in the 2018-2021 CBA and incorporated into the 2021-2024 CBA.

This MOU shall expire on June 30, 2024 and may be incorporated into the successor CBA by mutual agreement of the parties. If mutual agreement is not reached between the parties, Article XI shall automatically be opened for negotiations on the successor CBA subsequent to the 2021-2024 CBA.

ARTICLE XI
PROCEDURES FOR EVALUATION

General Provisions

- 11.1 No later than October 15, of the year in which a formal evaluation is to take place, each participating unit member and their evaluator will engage in a goal setting process, which is outlined as follows:
- 11.1.1 Unit members complete a self-evaluation using the Continuum appropriate for their assigned job classification. *Exhibits 12-14 for certificated evaluation forms*. Temporary and probationary employees will self evaluate on all six (6) standards. Permanent Unit members will choose two (2) standards for self-evaluation.
 - 11.1.2 Based on the self-evaluation, the unit member will choose two (2) standards to focus on for the evaluation cycle and will be evaluated on all standards.
 - 11.1.3 With support of their evaluator, the unit member will review site and district goals
 - 11.1.4 With support of their evaluator, the unit member will develop 2-3 evaluation goals based on their identified standards, tied to site and/or district goals.
 - 11.1.5 After determining personal evaluation goals, unit members will complete the Observation/Coaching Model Plan *Exhibit 2* or Self-Directed Professional Development Plan (if eligible) *Exhibit 3* and identify a Student Growth Measure for each goal. The plan is mutually agreed upon and signed off by both unit member and their evaluator.

11.2 Permanent Certificated Employees covered by this Agreement shall be evaluated in writing by the immediate supervisor every other year no later than thirty (30) work days prior to the last school day. Temporary and Probationary Certificated Employees will be evaluated every year until they become permanent. The evaluation process is outlined as follows:

11.2.1 Prior to the evaluator completing the summative evaluation, the unit member and evaluator will engage in a Summative Evaluation Preconference. To prepare for the pre-conference, the unit member will complete the Year-End Report for their appropriate evaluation model *Exhibit 7 or 8*.

11.2.2 Following the pre-conference, the evaluator will complete the SUSD Summative Evaluation *Exhibit 10*. The summative evaluation will then be reviewed in a meeting with the unit member.

11.2.3 There are multiple sources used in the evaluation process to determine the Summative Evaluation rating/s. Sources may include:

- a. Observations of teaching/instruction
- b. Conferences and/or meetings
- c. Participation in professional development opportunities
- d. Completion of professional duties and responsibilities (e.g. timeliness, meeting deadlines, and interactions with others)
- e. Student Growth Measures as identified by the unit member:
 - Pre- and post- tests of learning
 - Portfolios: evidence of student learning related to goals
 - Scored writing samples
 - Scored reading samples
 - Assessments
 - Student letter grades
 - Work samples and/or products created/developed by unit member
 - Unit member's written communications and/or reports

11.2.4 Each source used will be directly related to the evaluation of the unit member's progress toward the Professional Standards, as well as district and/or site goals. All sources utilized for evaluation will be reviewed with the unit member and documented in writing. Unsubstantiated statements shall not be considered a source for evaluation of the unit member.

11.3 Any deficiencies cited by an evaluator must be accompanied by specific written recommendations for improvement. Any Permanent unit member who receives a Needs Improvement rating on their evaluation will be required to work with their evaluator to create a Support and Improvement Plan (SIP) *Exhibit 11* for the following year, and will return to the evaluation cycle with the Observation/Coaching Model of evaluation. In the subsequent year, if the unit member does not meet the terms of the Support and Improvement Plan, they will receive an Unsatisfactory rating on their evaluation and be required to update their SIP and return to the evaluation cycle. They will again be evaluated using the Observation/Coaching Model and will also be

paired with a peer mentor, who will support them through Peer Assistance and Review as they work to complete their updated SIP.

Any Permanent unit member who receives an Unsatisfactory rating on their evaluation will be required to work with their evaluator and a mentor to create a Support and Improvement Plan (SIP) *Exhibit 11* for the following year, and will return to the evaluation cycle with the Observation/Coaching Model of evaluation.

- 11.4 The Final written evaluation shall be signed by the evaluator and the unit member. The unit member may attach comments to the evaluator's evaluation, and both shall be placed in the unit member's personnel file.
- 11.5 Probationary Certificated Employees covered by this agreement will follow the Observation/Coaching Model for their evaluation process.
- 11.6 Permanent Certificated Employees covered by this agreement who have had three (3) proficient (Exemplary and Proficient or the previous rating of Satisfactory) summative evaluations may choose either the Observation/Coaching Model or the Self-Directed Professional Development Model for their evaluation process.
- 11.7 The structure of the Observation/Coaching Model will include the following:
 - 11.7.1: One planned formal observation. This process will begin with a pre-conference meeting as outlined by the Pre-Observation Conference Template *Exhibit 4*. The evaluator will use the observation template appropriate for the unit member's job classification as a guide for the observation and a structure for feedback *Exhibit 5 and 6*.
 - 11.7.1.1: For observations will last a minimum of thirty minutes and take place in an instructional setting.
 - 11.7.1.2: For non-teaching certificated staff, observations will last a minimum of thirty minutes and take place during a presentation, meeting, or a non-confidential therapy or guidance session, as appropriate and pre-arranged by both the unit member and evaluator.

Within five (5) school days of the observation, the evaluator and unit member will meet for a post conference where the evaluator will lead a dialogue based on the feedback from the observation template.
 - 11.7.3: Subsequent formal observation(s). This is optional and may be scheduled at the request of either the unit member or the evaluator. This process will begin with a pre-conference meeting as outlined by the Pre-Observation Conference Template *Exhibit 4*. The evaluator will use the observation template appropriate for the unit member's job classification as a guide for the observation and a structure for feedback *Exhibit 5 and 6*.
 - 11.7.3.1: For observations will last a minimum of thirty minutes and take in an instructional setting.
 - 11.7.3.2: For non-teaching certificated staff, observations will last a minimum of thirty minutes and take place during a presentation, meeting, or a non-confidential

therapy or guidance session, as appropriate and pre-arranged by both the unit member and evaluator.

Within five (5) school days of the observation, the evaluator and unit member will meet for a post conference where the evaluator will lead a dialogue based on the feedback from the observation template.

11.7.4: **Unscheduled walkthroughs.** These consist of short visits to classrooms or meetings and presentations to support the evaluator in offering coaching. If a visit is considered a walkthrough, the evaluator will follow up with written communication (e.g. email. Memo, note, letter, etc.) within five (5) school days of the walkthrough.

11.8. The structure of the Self-Directed Professional Development (SDPD) Model is as follows:

11.8.1: The unit member and evaluator will agree on the Plan *Exhibit 3* as outlined in 11.1.5.

11.8.2: By January 15th, the unit member will prepare the SDPD Mid-Year Report *Exhibit 7* and submit it to their evaluator. A conference is not required to review the report, but may be requested by either the unit member or the evaluator.

11.8.3: **Unscheduled walkthroughs.** These consist of short visits to classrooms or meetings and presentations to support the evaluator in offering coaching. If a visit is considered a walkthrough, the evaluator will follow up with written communication. (e.g. email. Memo, note, letter, etc.) within five (5) school days of the walkthrough.

GRIEVANCE REPORT FORM

Grievance # _____ Shoreline Unified School District

Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Unit Member

GRIEVANCE REPORT

Submit to Principal in Duplicate

<i>Building</i>	<i>Assignment</i>	<i>Name of Grievant</i>	<i>Date Filed</i>

LEVEL 1

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance _____

2. Agreement Section(s) violated: _____

3. Decision reviewed at informal level: _____

4. Relief Sought _____

Signature _____ Date _____

C. Disposition by Principal _____

Signature _____ Date _____

D. Position of Grievant and/or Association _____

Signature _____ Date _____

(If additional space is needed in reporting Section B. 1 and B.2 above, attach an additional sheet.)

LEVEL II

A. Date Received by Superintendent or Designee _____
B. Disposition of Superintendent or Designee _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

LEVEL III

A. Date Submitted to Mediator _____

B. Resolution of Mediation _____

Signature

Date

LEVEL IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitration _____

Signature

Date

SHORELINE UNIFIED SCHOOL DISTRICT
CERTIFICATED EVALUATION CHECKLIST

Evaluatee _____
School _____
Year _____
Evaluator _____

I. Planning and Goal Setting Conference (by 10/15)

- A. Follow-up meetings (optional) by 11/15
- B. Goals, observations, expectations (attached)

Formal Observation I (by December deadline)

- B. Pre-Conference
- B. Observation
- C. Post-Conference
- D. Post-Observation Report (attached within 10 days)
- E. Teacher Response (optional) attached within 7 days

II. Formal Observation II (by May deadline)

- A. Pre-Conference
- B. Observation
- C. Post-Conference
- D. Post-Observation Report (attached within 10 days)
- E. Teacher Response (optional) attached within 7 days

III. Formal Observation III (Optional)

- A. Pre-Conference
- B. Observation
- C. Post-Conference
- D. Post-Observation Report (attached within 10 days)
- E. Teacher Response (optional) attached within 7 days

IV. Final Evaluation

- A. Written Report (attached: May deadline)
- B. Conference (by June 1)
- C. Teacher Response (Optional) attached within 7 days

V. File all reports with the Personnel Office

SHORELINE UNIFIED SCHOOL DISTRICT FINAL
CERTIFICATED EVALUATION REPORT
(Due by May 1)

TO: _____

FROM: _____

DATE: _____

SUMMARY:

SPECIFIC RECOMMENDATION:

- Satisfactory
- Unsatisfactory
- Incomplete

Administrator's Signature: _____

Date: _____

Unit Member's Signature: _____

Date: _____

SELF DIRECTED TEACHER EVALUATION PLAN

Complete and submit this plan to your administrator prior to October 15. The Administrator will meet with the teacher by October 15.

1. Self-Appraisal Focus Area:

Self-appraisal of the focus area must demonstrate evidence of:

- pupil progress toward the standards
- appropriate instructional techniques and strategies
- adherence to curricular objectives
- establishment and maintenance of a suitable learning environment

2. Goal with rationale (attach a narrative addressing these 5 points):

- Why am I interested?
- What I expect to accomplish?
- What data, information or evidence will I collect to show progress?
- What activities and action will I use?
- How will this impact student learning?

3. Areas of Choice:

- o Peer Observation/Coaching (Use Attachment B)
- o Self-Directed Study/Research (Use Attachment C)
- o Growth Portfolio (Use Attachment D)

4. Final Evaluation Report

- Discussed and completed by teacher and administrator by May 1.

5. Next Steps:

EVALUATEE: _____

ADMINISTRATOR: _____

Administrator Comments

SHORELINE UNIFIED SCHOOL DISTRICT

PEER OBSERVATION

A two-year study on teacher's ability to acquire teaching skills and strategies has yielded two important findings:

Teachers are excellent learners. Nearly all teachers can acquire new skills and can learn a considerable repertoire of teaching strategies new to them.

In order to improve their skills and to learn these new strategies, certain conditions must be present in the design of the in service sessions. (Joyce and Showers, 1980, 1981).

The five conditions which were identified as essential to the development of the teachers' skill in using new approaches or strategies are:

1. Presentation of theory or description of skill or strategy
2. Modeling or demonstration of skills or models of teaching;
3. Practice in simulated and classroom settings;
4. Structured and open-ended feedback (provision of information about performance);
5. Coaching for application (hands-on, in classroom assistance with the transfer of skills and strategies to the classroom.)

When the first four of these conditions are used in combination with in-service sessions, the impact is considerable for most teachers up through the skill level. Unfortunately, the development of skill by itself does not insure transfer. However, when the component of coaching is added and implemented effectively, nearly all teachers will begin to transfer the new strategies into their active repertoire. (Joyce and Showers, 1982)

Coaching can be provided by workshop trainers, supervisors, principals or by peers (other teachers.) Probably the most practical and powerful coaching is provided by peers. Coaching, or Peer Observation as it is called here, has several functions or objectives.

1. Provision of Working Compatibility – The first function of Peer Observation is to provide interchange with another human being over a difficult process. It is more pleasurable to share a new practice than to do it in isolation. The lonely business of teaching has often lacked the working compatibility which can be enjoyed in Peer Observation.

2. Provision of Technical Feedback -Teachers provide feedback to one another as they practice new teaching strategies. This is helpful not only to the teacher being observed, but to the observer as well.
3. Analysis of Application – In the early stages, adaption of new models or strategies to the students is often a difficult process. One of the major functions of a "coach" is to assist in determining how all the strategies are working with the students and if some changes need to be made.
4. Adaption to Students –In the early stages, adaption of new models or strategies to students is often a difficult process. One of the major functions of a "coach" is to assist in determining how all the strategies are working with the students and if some changes need to be made.
5. Facilitation – The successful use of a new teaching methods require practice. Peer Observation is useful in helping its' members feel good about themselves during the early trials. It provides needed support in the learning process.

PEER OBSERVATION

DATE: _____

TIME: (Enter) _____

TIME: (Leave) _____

LESSON OBJECTIVE: _____

What to watch for: _____

Additional information the teacher would like the coach to know: _____

COACH'S NOTES

LESSON NOTES

PEER OBSERVATION

By May 1:

Teacher Self-Reflection

Coach's Comments



Teacher: _____

Coach _____

Date: _____

Date: _____

SELF-DIRECTED STUDY/RESEARCH PLAN

Name _____ Date _____

STUDY/RESEARCH PROJECT _____

WHY ARE YOU INTERESTED? _____

GOAL(S) _____

Objective(s) Link your project with the effect on student learning

Data Collection What data, information or evidence will you collect to show progress towards your objective? How will you collect it? (e.g., survey, type of assessment, etc.)

Plan of Action – Explain who, what, when, where, why, how (indicators of accomplishment.)
What can the administrator do to assist and support you?

Evaluator's input and comments:

Teacher _____

Date _____

Evaluator _____

Date _____

SHORELINE UNIFIED SCHOOL DISTRICT

 WHAT IS A GROWTH PORTFOLIO

A PORTFOLIO IS:

- a self-appraisal process
- an illustration of professional growth
- a provision for initiating, planning, facilitating
- a connection between professional growth and goals and those of the school and district

It helps one to be:

- flexible
- adaptable
- in control
- self-directed

 WHAT SHOULD OR COULD A GROWTH PORTFOLIO CONTAIN?

A collection of artifacts and documents that illustrate professional growth in the area of student assessment.

It should include:

- A "Philosophy of Teaching" statement
- Teaching goals or objectives in the targeted area
- Information from others
- Explanation of how and why each item in the portfolio illustrates good teaching

It can include:

- examples of interdisciplinary units
- lessons
- homework
- slides, photos, videos
- examples of student work
- workshops/conferences attended
- additional training courses
- self-assessment (student/teacher)

**THE COLLECTION, SELECTION, REFLECTION, PROCESS
OF DEVELOPING A PORTFOLIO**

1. Three broad categories of items which can be selected for the portfolio
 - A. Materials from oneself
 - B. Products of good teaching
 - C. Information from others

2. Five key steps in creating a teacher portfolio
 - A. Clarify teaching philosophy and responsibilities
 - B. Select items for the portfolio which relate to teaching philosophy and responsibilities. (Self determined or prescribed)
 - C. Prepare reflective statements for each selected item which describes why and how the selected items illustrate good teaching. Documentation and appendices are referenced.
 - D. Arrange the selected items and statements in order. (Self determined or prescribed)
 - E. Compile the support data which will be included in the appendix.

TEACHER PORTFOLIO: SELF REFLECTION

1. Have you accomplished your goals/objectives (purpose)?
2. Which were not accomplished? Will you attempt them next year?
3. Are the artifacts and evidences included serving the purpose of your portfolio?
4. Does your materials show:
 - knowledge of content and curriculum
 - appropriate planning
 - appropriate learning experiences for students
 - evaluation of students' progress
5. Do you have evidence of activities contributing to district and school goals?
6. How has keeping a portfolio helped you reflect on your teaching