

AGREEMENT

Between

THE CAMBRIAN SCHOOL DISTRICT

And

THE CAMBRIAN DISTRICT TEACHERS'
ASSOCIATION/CTA/NEA

July 1, 2018 – June 30, 2021

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**CAMBRIAN SCHOOL DISTRICT
CAMBRIAN DISTRICT TEACHERS ASSOCIATION
MASTER CONTRACT**

PREAMBLE

This is an Agreement made and entered into this July 1, 2016, by the Cambrian School District (hereinafter referred to as “District”) and the Cambrian District Teachers Association/CTA/NEA (hereinafter referred to as “Association”).

ARTICLE 1

RECOGNITION

The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District. The list of included and excluded employees by job titles is as follows:

Representation

The Governing Board of the Cambrian School District recognized on June 29, 1976, that the Cambrian District Teachers’ Association is the exclusive representative for all of the certificated employees included in the following listed positions:

1. Regular Classroom Teachers
2. Temporary Teachers
3. Counselors
4. Librarians
5. Nurses
6. Special Teachers
 - 6.1 Learning Handicapped
 - 6.2 Resource Specialist Certificate
 - 6.3 Speech Therapists
 - 6.4 Learning Disability
 - 6.5 Title I Resource
 - 6.6 Teacher on Assignment
 - 6.7 Cambrian Community School
 - 6.8 Elementary Music
 - 6.9 Elementary Physical Education
 - 7.0 SDC Preschool Teacher

Certificated employees excluded from the unit are substitute teachers and those in management and all other positions not designated, including but not limited to Superintendent, Assistant

Superintendent, Director, Coordinator, Principal, Assistant Principal, Program Specialist, and Psychologist.

ARTICLE 2

DEFINITIONS

- 2.1 Pronoun inclusion – From the beginning of the contract, the use of the pronoun he or his, she or hers, refers to all genders without discrimination.
- 2.2 The terms employee, teacher and unit members have the same meaning.
- 2.3 The terms the Board, the District, employer or Trustees are synonymous.

ARTICLE 3

DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the right and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; transfer personnel; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue, contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, evaluate, promote, terminate and discipline employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, procedures, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The Board reserves the right to declare an emergency when there is a threat of physical danger to the students and/or staff and/or the property of the District, e.g., fire, flood, earthquake, bomb threat, gas leak, electrical malfunction, or other hazardous working conditions; or when the normal operation of the District faces serious disruption. In such instances, the Board may suspend those elements of the contract needed to protect students and/or staff and/or the property and/or to ensure the normal operation of the District. Such elements of the contract shall continue in suspension for as long as the

emergency continues. The Board will give a progress report on the emergency at each regular board meeting, as long as the emergency exists. The Board shall have the right to declare when an emergency no longer exists.

ARTICLE 4

GRIEVANCE PROCEDURES

- 4.1 The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the grievances that may from time to time arise affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 4.2 Nothing herein contained will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the Administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its view.
- 4.3 It is important that grievances are processed as rapidly as possible, the time specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may be extended by mutual agreement in writing.
- 4.4 In the event a grievance is filed at such a time that it cannot be processed through the steps in this grievance procedure by the end of the school year, June 30, the time limits set forth herein will be reduced so that the procedures may be exhausted prior to the end of the school year or as soon as it is practical.
- 4.5 Definitions
 - 4.5.1 A grievance is a claim by one or more members of the unit or the Association under 4.5.1.4.1 of an alleged violation, misinterpretation or inequitable application of the terms and conditions of this Agreement. This grievance procedure does not apply to and a grievance cannot be filed over:
 - 4.5.1.1 Any proceedings for the dismissal of permanent or probationary unit members.
 - 4.5.1.2 Any proceedings for the layoff of unit members.
 - 4.5.1.3 The content of evaluation of unit members, except for alleged violation, misinterpretation or misapplication of procedural matters.
 - 4.5.1.4 Any attempt to alter or amend this agreement by the filing of a grievance.
 - 4.5.1.5 If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in

writing to the Superintendent directly, and the processing of such grievance shall commence at that level.

- 4.5.2 Grievant: The “aggrieved person” is the person or persons, including the Association making the claim.
- 4.5.3 Conferee: A conferee (representative) is a person or persons designated by the unit member to participate in the grievance procedure.
- 4.5.4 Parties in Interest: Parties in interest shall mean a person or group of persons, who might be required to take action in order to resolve a complaint. This shall include the grievant, the person against whom s/he has complained and any administrators who have been directly involved in the grievance at that level.
- 4.5.5 Days: The term “days” for the purpose of this Article shall mean working days when the administrative offices are open.

4.6 Informal Conference

- 4.6.1 Any unit member who believes s/he has a grievance shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void.
- 4.6.2 The Administrator shall hold discussions and attempt to resolve the matter within three (3) days after the presentation of the grievance. It is the intent of this informal meeting that at least one (1) personal conference be held between the aggrieved unit member and the immediate administrator.
- 4.6.3 If the problem is not resolved at this level, the person may declare that a grievance exists and the formal procedures be invoked.
- 4.6.4 Formal grievance procedures must be initiated within twenty (20) days of the last day of the informal conference decision.

4.7 Formal Conference, Level I

- 4.7.1 The grievance is formally filed, in writing, with the immediate supervisor and the following information is required:
 - 4.7.1.1 A description of the general and specific grounds for the grievance.
 - 4.7.1.2 A statement of the steps initiated by the grievant to resolve the problem by the informal means.
 - 4.7.1.3 A listing of specific steps which the grievant desires be taken to remedy the grievance.
- 4.7.2 The immediate supervisor shall schedule a personal conference with the parties in interest within ten (10) days.
- 4.7.3 The immediate supervisor shall communicate his/her decision with supporting reasons to the parties in interest in writing within ten (10) days after the conference. Failure to do so shall render the grievance in favor of the grievant.

4.8 Superintendent’s Level, Level II

- 4.8.1 A grievant may appeal the decision rendered at Level I to the Superintendent within ten (10) days after receiving the decision. A copy of the appeal shall be sent by the grievant to the person who rendered the previous decision.
 - 4.8.2 A grievant's appeal shall be in writing, and shall contain copies of all previous correspondence, including any decision or recommendations rendered at prior levels.
 - 4.8.3 The Superintendent or his/her designee shall investigate the details and shall confer with the grievant within seven (7) days.
 - 4.8.4 The Superintendent shall communicate his/her decision in writing, together with supporting reason, to the grievant and all other parties in interest within seven (7) days after the date of the conference with the grievant. Failure to do so shall render the grievance in favor of the grievant.
- 4.9 Binding Arbitration, Level III
- 4.9.1 If the grievant is not satisfied with the decision at Level II, the Association, acting as representative of the grievant, may submit within thirty (30) days the grievance to arbitration by written notice to the District.
 - 4.9.1.1 In such case, the parties shall request a list of arbitrators from the Mediation and Conciliation Service, State of California.
 - 4.9.2 The parties shall select a mutually acceptable arbitrator in the following manner: beginning with the Association, each party shall alternately strike a name until only one name remains. The remaining name shall then be the arbitrator. In the event that the arbitrator is unable to serve, the parties shall again request an arbitrator through the Mediation and Conciliation Service, State of California; should Mediation and Conciliation Service, State of California, be unable to provide a second list; then the parties shall request a list through the American Arbitration Association.
 - 4.9.3 All costs for the services of the arbitrator shall be borne equally by both parties. Other costs in the arbitration shall be paid by the party incurring the cost.
 - 4.9.4 Once the arbitrator has been selected, hearing shall commence at the convenience of the arbitrator. Hearings shall be confined to the days as defined in 4.5.5.
 - 4.9.5 The arbitration shall be conducted in accordance with the voluntary rules of the American Arbitration Association and the provisions of this procedure.
 - 4.9.6 No party in interest shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper.

- 4.9.7 Witnesses will be assured that their testimony will be kept confidential unless they choose to make it public.
- 4.9.8 Within thirty (30) days after conclusion of the hearing or briefing, the arbitrator shall render an award in writing to the parties in interest. Such award shall be final and binding on all parties in interest.
- 4.10 Rights of Unit Members to Representation
 - 4.10.1 The grievant has the right to have a representative present at any step of the grievance procedure or be represented by counsel of his/her own choice.
 - 4.10.2 No reprisals of any kind will be taken by the Board or its representative(s) against any aggrieved person.
 - 4.10.3 Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisors.
- 4.11 General Provisions
 - 4.11.1 If a grievance arises from action or inaction on the part of a member of the administration above the Principal, the grievant shall submit such grievance in writing to the Superintendent.
 - 4.11.2 Decisions rendered at Levels I and II of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest. Time limits for appeal provided in each level shall begin the day following receipt of the written decision by the parties in interest.
 - 4.11.3 When it is necessary for a representative designated by the unit member to investigate a grievance or attend a grievance meeting or hearing during the day, s/he will upon notice to his/her immediate supervisor 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 accorded the same right.
 - 4.11.4 All document communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
 - 4.11.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared jointly by the Superintendent and the Association. Said forms will be distributed to the schools by the Association so as to facilitate operation of the grievance operation. Costs of preparing such forms shall be borne by the District.

- 4.11.6 The grievance shall not be discussed with persons not directly concerned in such a way as to either identify the grievant or prejudice the case of his/her future conditions of employment.
- 4.11.7 A decision rendered at any step in these procedures becomes final unless appealed within the time limit specified. If a decision is not given within the time limit, an appeal may be taken directly to the next level.
- 4.11.8 Time limits given in these procedures may be modified by written agreement of all parties involved.
- 4.11.9 Any attempt to block by coercion the free exercise of any action specifically permitted in this Article shall be construed as an unethical act and a further grievance in and of itself.

ARTICLE 5

EMPLOYEE RIGHTS – ORGANIZATIONAL SECURITY

- 5.1 The Board and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to join, or participate in employee organization activities.
- 5.2 Any unit member who is a member of the CDTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth ($\frac{1}{10}$) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 5.3 Any unit member who is not a member of the CDTA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay the Association an agency fee as set by the Association in the same manner as required for the payment of membership dues. The agency fee may be paid in one lump sum cash payment as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 5.2 of the Contract. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 5.2, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 5.2 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 5.4 Any unit member who is a member of a religious body whose tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support CDTA/CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following charitable funds exempt from taxation under Section 501 © (3) of Title 26 of the Internal Revenue Code:
- 5.4.1 Cambrian Children’s Fund or in lieu of the Cambrian Children’s Fund, then United Cerebral Palsy Foundation, Big Brothers/Big Sisters Agency, or the Crippled Children’s Society. Such payment shall be made on or before October 1 of each school year.
- 5.5 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose tenets or teachings object to joining or financially supporting employee organizations, shall be made on an annual basis to the Association and District as a condition of continued exemption. Proof of payment shall be in the

form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented to the District and the exclusive representative on or before October 1 of each school year.

- 5.6 Any unit member making payments as set forth in Sections 5.4 and 5.5 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 5.7 With respect to all sums deducted by the District pursuant to Sections 5.2 and 5.3 above, whether for membership dues or agency fee, the District agrees promptly to remit such moneys to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.
- 5.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 5.9 The Association shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other action arising from the organization security provisions contained herein, including attorney fees and legal costs. The Association as the indemnitor shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 6

BENEFITS and ADDED COMPENSATION

- 6.1 The District and the CDTA have agreed that the salary schedule shall be increased a total of three (3) percent. Two (2) percent across the board, retroactive to July 1, 2016 and one (1) percent across the board, effective January 1, 2017.
- 6.2 The health benefits cap will increase to \$14,100.00 beginning January 1, 2017. Subsequent increases in benefit costs in excess of \$14,100.00 for the remainder of the term of the contract will be paid “out of pocket” by CDTA members, otherwise mutually applied by the parties. The District and CDTA will meet promptly after the new open enrollment calendar rates are released by the Santa Clara County School Insurance Group Joint Powers Association (SCCSIGJPA) and Kaiser in late fall to discuss available alternative carriers, costs of benefits, and District contribution for the upcoming benefit year. Any such changes in carriers, costs, or the District’s contribution shall be prospective only.
- 6.2.1 Providers of benefits and coverage shall be decided by agreement of the District and the CDTA. The process of choosing providers shall start a minimum of five months prior to the open enrollment period each year. If no agreement is reached by the date of open enrollment, the previous providers shall continue until an agreement is reached. (The discussion will include, but is not limited to, the possibility of going to a three-rate structure.)
- 6.3 The pay rate for duty assigned by administration in excess of the teaching assignment shall be increased to \$35.00/per hour effective January 1, 2008. Compensation for athletics coaches shall be capped at \$2,500 per sport.
- 6.4 Degree and Credential Requirements
- 6.4.1 Column 1 of the certificated salary schedule shall be amended to remove the plus 30-unit requirement.
- 6.4.2 Column II Requirements for placement on Column II:
- 6.4.2.1 A valid California Teacher’s Credential.
- 6.4.2.2 Forty-five (45) semester units of work earned after granting of a degree.
- 6.4.3 Column III Requirements for placement on ~~Step~~ Column III:
- 6.4.3.1 A valid California Teacher’s credential.
- 6.4.3.2 Sixty (60) semester units of work earned after the granting of a bachelor’s degree.

- 6.5 An additional \$2,500.00 increment shall be granted for a Master's Degree.
An additional \$3,500.00 increment shall be granted for a Doctorate Degree and/or National Board Certification.
- 6.6 Effective July 1, 2010, on a prospective basis only, newly hired teachers will receive up to 15 years of service credit on the salary schedule.
- 6.7 An additional cell at Column III year 13.
- 6.8 School Computer System Operators (Sys Ops)
 - 6.8.1 Each Sys Op employee will receive a stipend of \$3000.00, annually to provide technical support at his/her school as directed by the principal for an average of ten (10) hours outside of the instructional day, per month, calculated quarterly.
 - 6.8.2 There may be more than one Sys Op per school. The money will be divided among each Sys Op.
 - 6.8.3 The Sys Op should be a full time teacher and serve on the District Tech Committee.
 - 6.8.3 The Tech Committee will design a questionnaire for teachers to complete at the end of the year so the District may gain information regarding the Sys Op concept.
 - 6.8.4 A member of the CDTA Negotiating Team will review the questionnaire before it is published.
 - 6.8.5 The information gathered from the questionnaires will be reviewed and evaluated so that a recommendation can be made regarding Sys Ops for the following year.
 - 6.8.6 A \$1,000 annual stipend for unit members possessing a special education credential, and who utilize that credential in their assignment with the District that school year. The stipend will be paid-out in the June paycheck at the end of the school year.
- 6.9 Other Salary Conditions
 - 6.9.1 Teachers who stay overnight at an outdoor education program will receive on compensation day or substitute pay for each night for up to a maximum of three (3). These days may not be used on non-student-attendance-staff work days, or immediately before or after holiday recess.
 - 6.9.2 Unit members who use their personal automobiles in the performance of regular duties and who have received prior approval from the appropriate supervisor administrator shall be paid at the rate of thirty (30 cents per mile or the IRS accepted rate, whichever is greater.

- 6.9.3 Counselors and teachers on assignment will receive a per diem salary for extra days they are required to work.
- 6.10 Certificated Salary Schedule Conditions
 - 6.10.1 Unit Credit –All the units for growth across the Salary Schedule are subject to the provisions of the Professional Growth Policy.
- 6.11 Increment Limiting Factors
 - 6.11.1 Availability of Funds for Local, State and Federal sources.
 - 6.11.2 Yearly increments limited to one (1) column horizontally on salary schedule.
- 6.12 Certificated Salary Schedule



Certificated Salary Schedule 2019-2020

Step	Column 1	Column 2	Column 3	Step
	Degree + 30	Degree + 45	Degree + 60	
1	\$62,106	\$63,018	\$63,229	1
2	\$62,107	\$63,019	\$64,142	2
3	\$62,108	\$63,606	\$66,146	3
4	\$63,606	\$66,146	\$68,795	4
5	\$66,146	\$68,795	\$71,547	5
6	\$68,795	\$71,547	\$74,407	6
7	\$71,547	\$74,407	\$77,386	7
8	\$74,407	\$77,386	\$80,480	8
		\$80,480	\$83,702	9
			\$87,046	10
			\$90,530	11
			\$92,341	13
			\$94,154	15
			\$97,915	18
			\$101,833	21
			\$105,886	24
			\$108,834	27

1. An additional \$2,500 increment shall be granted for Master's Degree.
2. An additional \$3,500 increment shall be granted for Doctorate Degree and/or National Board Certification.
3. For duty assigned by administration in excess of the teaching assignment, the following additional increment will be followed: \$35 per hour.
4. Newly hired teachers will receive up to 15 years credit on the salary schedule.
5. Benefits: the District agrees to contribute up to the amount of \$14,400.00, toward the cost of the health plans listed below.
 - Kaiser
 - Anthem/Blue Cross
 - Delta Dental
 - Vision Services Plan
6. 185 work days
7. 2.00% increase on the schedule effective July 1, 2019.

*For additional details see CDTA contract.

ARTICLE 7

HOURS AND LENGTH OF WORK YEAR INSTRUCTIONAL DUTIES

7.1 Work Year

The work year shall be one hundred eighty-five (185) working days for current employees in which 180 of said days will be student contact days. Three (3) days will be designated as non-student contact days for the purpose of Staff Development/Standards and Assessment Work and Training, and one (1) day will be set aside for teachers to work in their classrooms with no meetings scheduled. There shall be one hundred eighty six (186) days for the first (1st) year for new employees. Shared contract employees together shall serve one hundred eighty-five (185) days.

7.1.1 Three (3) of the 185 teacher workdays are contingent upon the District's continued ability to receive funding according to the Education Code Section 44579.

7.1.2 To meet the requirements of AB 119, the Association may meet, at their discretion, with first (1st) year new employees during the 186th new employee orientation workday. The meeting shall be immediately following the lunch break and may be up to 30 minutes in length. The District shall meet all other requirements of AB 119, including, but not limited to, providing the information concerning new and continuing employees and orientation, on the time schedules set out in AB 119.

7.2 Professional Day

It is acknowledged that there are duties beyond the student instructional day necessary for the efficient operation of the school district and/or school. The Professional Day may include collaboration time, IEP meetings, SST meetings, faculty meetings, adjunct duties and committee meetings. However, Pre-school-5 unit members will typically not be required to work more than four (4) hours per month averaged per trimester beyond the regular student instructional day to perform those duties.

Middle School unit members will not be required to work more than five (5) hours per month averaged per quarter beyond the regular student instructional day to perform those duties.

However, if special education teacher participation in IEP meetings requires these unit members to work more than four (4) hours per month averaged per trimester or quarter per month, the unit member will be compensated for time over the 4 hour average.

The student instructional day includes, but is not limited to, the following:

- 7.2.1 Unit members shall be on school premises thirty (30) minutes before their classes begin.
- 7.2.2 Unit members are to have thirty (30) consecutive minutes of duty free lunch.
- 7.2.3 Unit members teaching grades TK through five (5) shall have a minimum of a twenty (20) minute duty free period excluding lunch per day.
- 7.2.4 Supervision and/or yard duty before classes begin, during recess and after classes end for the day, shall not exceed fifty (50) minutes average per week.

7.3 Wednesday Early Release

- 7.3.1. An Early Release Wednesday schedule reallocates and allows time so all teachers (Preschool -8th grade) participate in professional meetings to ensure school goals will be met. At all of our school sites, each Wednesday will be a shortened school day for all students.

The teacher early release Wednesdays after students have been dismissed shall be comprised of staff meetings, grade/department level collaborations, site level collaborations, district collaboration focused on instructional practice, individual preparation time (i.e. planning, report cards, BTSA) as outlined below.

Designated Topic	Number of Wednesday Meetings
All Staff District Collaboration	3
Staff Meetings/Site Collaboration	17 18 (Middle School Only)
Grade/Department Level Meetings	9
Individual Preparation	5
Back-to-School Night Preparation	1
Open House Preparation	1
Fall Conference Elementary (TK-5 Only)	1
Total	37

Early release Wednesday topics shall be calendared prior to the beginning of the school year by the district and site administration as best as possible. The district shall calendar three (3) district wide collaboration meetings focused on instructional practice. The site administrator shall determine the balance of the Wednesday schedule with input from staff based on the Wednesday meeting times outlined as follows:

Eighteen (18) staff meeting/site collaboration dates for middle school and seventeen (17) staff meetings/collaboration dates for elementary and K-5 at our K-8 school. Nine (9) grade/department meetings. Two (2) individual preparation Wednesdays out of the five (one in each of the first two trimesters during the week before conferences) shall be scheduled for individual preparation time for schools by the site administrator. There will be no required after-school Wednesday meetings during spring and fall conferences (TK-5 only). There will be one preparation meeting time for “Open House,” and one for “Back-to-School Night” preparation.

Collaboration time is defined as centered on student work/data to guide instruction (based on site and district Local Control Accountability Plan and/or Single Plan for Student Achievement area of focus). In addition, all site collaboration meeting agendas will be created with input from both teachers and administration.

Wednesdays for all sites shall not exceed 2.5 hours after each school’s early release time or end later than 4 o’clock.

7.4 Adjunct Duties

7.4.1 No unit member will be required to serve on more than one (1) district or local (school) committee at one time.

7.4.2 Unit members shall be required to attend “Back to School Night,” spring “Open House,” and one evening event such as K-5 “concert Night” or one school dance for grades 6-8.

7.4.3 On days when “Back to School Night” and “Open House” are scheduled at the school site, the District shall schedule a minimum day for that school.

7.4.4 Unit members will be given reasonable time consideration for developing, monitoring and evaluating the school plan.

7.5 On days when the unit members are scheduled to work, but the pupils are not in attendance, and on days of an emergency release of pupils, or on non-Wednesday minimum days, the work day shall be six-and-one-half (6-1/2) hours for all unit members inclusive of a thirty (30) minute lunch, or seven (7) hours inclusive of a one-hour lunch.

7.6 During hours of employment, unit members shall remain on the school premises unless otherwise excused by the Superintendent or his/her designee or Principal exclusive of a duty-free lunch period.

7.7 The Principal may assign duties to unit members during their preparation time when an emergency arises. Emergency is defined as an unexpected occurrence demanding action.

7.8 Each school will determine its own procedures during inclement weather to ensure the shelter and physical well-being of the children.

- 7.9 Unit members will remain on school premises as called for in the Disaster Preparedness Regulations for the District until dismissed by the Principal or his/her designee.
- 7.10 No unit member shall be required to act as a relief teacher or substitute during the workday without full consent except in the case of an emergency.
- 7.11 Itinerant unit members' instructional schedules shall be taken into account when arranging yard duty assignments on days when they travel to more than one site for student contact. On those days, the time for yard duty for these particular personnel shall be decided after mutual agreement with the site administrator has been reached. On non-travel days, these members shall be part of the supervision and/or yard duty schedule in accordance with 7.2.4. Student contact days for itinerant teachers shall begin on the second day of instruction for the school year. Student contact days will end on the third to last day of school, to allow two (2) non-student contact days at the end of the school year.
- 7.12 No unit member teaching ages TK-8 shall be required to work with children in excess of one hundred thirty-five (135) minutes consecutively if another unit member can be scheduled to relieve them, except during inclement weather or other unusual circumstances.
- 7.13 Unit members teaching grades TK-8 shall, in conjunction with the principals, coordinate the unit members' relief time.
- 7.14 Instructional minutes for a specialist should not exceed the number of minutes of instruction given by fourth and fifth grade teachers.
- 7.15 Lesson Schedule/Plan

Definitions

- 7.15.1 Lesson Plan - A Lesson Plan is a lesson schedule that includes page numbers, groupings, etc. In other words, a lesson plan would be needed by a substitute teacher in following the lessons for the day. It could include teaching strategies and teaching objectives.
- 7.15.2 Each Elementary teacher shall be responsible for turning in a lesson schedule by September 15th of each year. Any significant changes made to the schedule shall be reported to the principal.
- 7.15.3 A current lesson plan shall always be available on the teacher's desk for use by the classroom teacher, a substitute teacher or the building supervisor.
- 7.15.4 The principal may request a lesson plan be submitted by individual unit members which may include teaching strategies, teaching objectives, etc. Requests for

lesson plans by the building principal shall be for the purpose of maintaining and improving the instructional program.

ARTICLE 8

ASSIGNMENT, REASSIGNMENT AND FILLING OF VACANCIES

- 8.1 Assignment to a school is determined in one of the following manners:
 - 8.1.1 Teacher remains at school due to prior placement.
 - 8.1.2 Teacher is reassigned due to the reduction of teachers at a particular school because of declining enrollment or the closing of a school (involuntary transfer).
 - 8.1.3 Teacher requests a change of school.
 - 8.1.4 Teacher returns from leave
 - 8.1.5 Teacher is assigned or reassigned by the Superintendent.
 - 8.1.6 Unit members with (6) years or more district seniority may not be involuntarily transferred more than once in any five (5) years except for extenuating reasons. Members who are involuntarily transferred shall receive a written summary of the reasons for the transfer provided they have requested, in writing, this information within five (5) working days after being notified of their transfer. The District agrees to provide this information with five (5) working days of the request.

- 8.2 Procedures for Reduction of Staff at a school, under Article 8.1.2.

When it has been determined that a school must reduce staff due to declining enrollment, the method of reduction shall be as follows:

- 8.2.1 The principal of the school shall meet with the faculty and discuss the situation, including the instructional implications for the following year's staffing. A volunteer for the move to another school shall be solicited by the principal.
- 8.2.2 No teacher shall be involuntarily transferred from the school where there is another teacher with less district-wide seniority in the school. Exceptions to the above procedure may be made if the release of the teacher with the least seniority would have an adverse effect on the existing program. In the event of exceptions, the next least senior member shall be reassigned.
 - 8.2.2.1.1 Except that no unit member shall be transferred under Article 8.2.2 more than once in any three (3) year period.

8.3 Procedures for School Reassignment and Filling Vacancies

8.3.1 Bargaining unit members shall be given the opportunity to apply for a change in a school site assignment for the next academic year. Requests for change of school site shall be made on a form provided by the District. The form will contain a box which unit members may check if they wish to be considered for a change of site assignment, and a section in which bargaining unit members may list specific assignments for which they wish to be considered. All requests for a change in school site shall be considered prior to determination of assignments for the next academic year.

8.3.1.1 The purpose of the principal/faculty consultation will be to discuss the school's staffing needs for the subsequent school years.

8.3.2 The most recent request shall remain valid until classes convene at the beginning of the school year. Vacancies shall be posted at all schools and a copy will be sent to the Association. All bargaining unit members shall have the opportunity to apply for posted vacancies.

8.3.3 No teacher shall be involuntarily transferred to provide a position for a teacher returning from leave.

8.3.4 The criteria below will be used in considering the transfer of any unit member:

8.3.4.1 Instructional needs of the school.

8.3.4.2 Credentials or degrees held as required for positions to be filled.

8.3.4.3 Teacher preference

8.3.4.4 Courses (or specialized courses) taken.

8.3.4.5 Experience at grade levels.

8.3.4.6 Tenure status.

8.3.4.7 Previous evaluations.

8.3.4.8 Seniority in the District provided all other criteria are equal.

8.3.5 Unit members will be given a district-developed form to complete by the second Friday in February concerning their preferences for grade level placement for the next academic year. The District form will include the following information and other factors that may affect the teacher's placement.

Length of time in the District
Number of changes in assignment the last five (5) years.
Tenure status.

Special attention will be given to ensure that non-tenured teachers be given an assignment in which they will be successful.

- 8.3.6 On or before May 1st, at a school site faculty meeting, the principal will lead a discussion about the projected class configuration for the next academic year. Different class configuration options will be discussed. The site principal will communicate individually with unit members regarding the next year's placement by May 15th.
- 8.3.7 If agreement between the site principal and the teacher cannot be reached, Superintendent or Designee will review the matter within five (5) days. The Superintendent will review the case and the decision will be final.
- 8.3.8 All certificated openings which occur between the last teacher workday through three weeks before the first new teacher work day, will be emailed to unit members. In addition, the District shall place openings on our Web page in a timely manner. Up through three weeks before the first new teacher work day, unit members have 36 hours from the time of the notification email is posted to contact the site principal concerning the vacancy.
- 8.3.9 The District shall post open vacancies for the next school year as they occur via district email. Any new vacancies shall be posted as soon as possible.
- 8.3.10 Unit members who apply for a grade level change or inter school transfer shall meet with the site principal between the posting date and five days after to discuss the vacancy.
- 8.3.11 The site principal shall make the assignment decision within five (5) days after this meeting.
- 8.3.12 No teacher shall teach a combination class involuntarily for two (2) consecutive years, provided provisions 8.3.13.1 through 8.3.13.8 are met.
- 8.3.13 The criteria below will be used in considering the intraschool transfer of regular education unit members:
 - 8.3.13.1 Instructional needs of the school as outlined by the staff and principal.
 - 8.3.13.2 Credentials or degrees held as required for positions to be filled.
 - 8.3.13.3 Teacher preference.
 - 8.3.13.4 Courses (or specialized courses) taken.
 - 8.3.13.5 Experience at grade levels.

- 8.3.13.6 Tenure status.
- 8.3.13.7 Previous evaluations.
- 8.3.13.8 Seniority in the District, provided all other criteria are equal.

8.3.14 In the event a teacher is denied a position he/she applied for, the Superintendent or designee shall provide a written statement to the teacher specifying the reason the request was denied.

8.3.15 Special education teachers who want to transfer to another position shall use the intradistrict request form.

8.4 Non-Classroom Assignments

Before May 1st, the Superintendent shall publish the positions that will be filled by teachers not needed for classroom assignment.

8.4.1. Permanent Substitutes

8.4.1.1 If there is a need for permanent substitute teachers and there are not volunteers, teachers with the least district seniority will be reassigned to these positions.

8.4.1.2 Exceptions may be made only as provided in Section.8.2.2.

8.4.1.3 The commitment as volunteer for the position of a permanent substitute would be for one (1) year only. At the end of the year, the unit member would be reassigned in accordance with Article 8.3.3.

8.4.1.4 In the event that a vacancy at a school occurs after the initial placement of teachers, that vacancy will be filled by those teachers who are serving involuntarily as permanent subs.

8.4.1.5 Selection of the permanent substitute to be reassigned to the vacancy shall be on the basis of District seniority, subject to the provisions of Article 8.3.

8.4.2 Teacher on Special Assignment

In the event the District is able to assign one (1) or more unit members as Teachers on Special Assignment, the following procedures are to be followed.

8.4.2.1 A description of the job(s) shall be posted in all schools for at least five (5) working days before interviews for the positions commence.

8.4.2.2 All tenured unit members may apply for the position(s).

- 8.4.2.3 Any return to the classroom after serving in this assignment shall be pursuant to Article 8.3.3.
- 8.4.2.4 Unit member to serve in this capacity shall be selected and appointed by the Superintendent.

ARTICLE 9

STAFFING RATIO AND CLASS SIZE

- 9.1. The number of classroom teachers assigned to the 6-7-8 grade school for the ensuing school year shall be on the basis of one (1) teacher for each twenty-nine point four (29.4) students, exclusive of preparation periods, support personnel, special education teachers, and counselor.
 - 9.1.1 The District shall plan class size in academic classes (language arts, core, science, social studies, and mathematics), with the exception of accelerated classes, at not more than thirty-one (31) students per section per teacher, whenever possible.
- 9.2. The number of students on the class roster shall not exceed twenty-nine (29) in K-2 and thirty-two (32) in grades 3-5 on the class roster without consent of the unit member.
- 9.3. Stipend moneys shall be paid monthly.
- 9.4. The initial assignment of teachers for the ensuing school year shall be based upon the projected enrollment determined on the 1st Monday in May of the current school year.
- 9.5. No teacher will be removed from a school site due to a lack of expected enrollment after the first twenty one (21) working days of each school year.
- 9.6. Any transfer to and from a school site shall be made within the first fifteen (15) working days of each school year.
- 9.7. Initial class size adjustments shall be made by October 1.
- 9.8. The IEP caseload and stipend for unit members serving in SDC, RSP, SLP, or SDC shall be set as follows:
 - 9.8.1 SDC TK- -8 unit members with an IEP caseload above fifteen (15) shall be paid a stipend of \$10 per day for each day and for each student exceeding fifteen (15), but not to exceed \$3,000 per school year. An IEP caseload above seventeen (17) requires permission from the unit member.

- 9.8.2 RSP TK-8 unit members with an IEP caseload above twenty-eight (28) shall be paid a stipend of \$10 per day for each day and for each student exceeding twenty-eight (28), but not to exceed \$3,000 per school year.
- 9.8.3 SLP TK-8 unit members with an IEP caseload above fifty-five (55) shall be paid the \$35 hourly rate by timecard for each day and each student exceeding fifty-five (55), but not to exceed \$350 per student per school year.
- 9.9. When staffing K-5 combination classes, the district shall whenever possible fill combination classes before non-combination classes. Due consideration of teacher input will be given to the make-up/balance of the classes (combination and non-combination). Combination class teachers will be permitted two (2) release days per year for the purpose of planning and preparation.

NEW ARTICLE 10

EVALUATION

- 10.0 A joint committee shall be formed to review and make recommendations for changes to the teacher evaluation process. Any changes shall be negotiated.
- 10.1 Purpose

It is the intent of The Cambrian School District to utilize a comprehensive system of employee performance evaluation, which results in the improved performance of employees relative to their areas of responsibility. Further, the employee evaluation system is intended to commend effective service, to provide clear direction and opportunity to improve for those in need of assistance, and to include due process for all.
- 10.2 Definitions
 - 10.2.1 Individual Professional Goals – The teacher and the evaluator will agree on three of the six standards for focus which are based on self-reflection on the California Standards for the Teaching Profession Continuum. Teachers shall be evaluated on all six standards. Evaluator will meet individually with each teacher on or before October 30th to set goals for the year and discuss evaluation issues. (See attached Individual Professional Goals.)
 - 10.2.2 The Developmental Continuum of Teachers’ Abilities – This continuum is used by the teacher and the evaluator to select areas of focus, based on self-reflection by the teacher. (See attached)

- 10.2.3 Cambrian Certificated Observation Summary Form – This form is used for an observation that consists of a minimum of thirty (30) minutes of classroom observation by the evaluator. (See attached observation form.)
- 10.2.4 Certificated Evaluation Form – This form is used for the mid-year and final evaluation based on at least two formal observations. (See attached evaluation form.)
- 10.2.5 Final Summary Evaluation – A final summative evaluation and conference shall be held with the employee by the May date that is 30 days prior to the last day of school. This summative evaluation shall incorporate two observations and the Certificated Evaluation relative to the California Standards for the Teaching Profession (CSTP’s). (See attached final evaluation form.)
- 10.2.6 Innovating – An area that practice exceeds standards. Maintains a high standard of personal integrity and commitment.
- 10.2.7 Integrating/Exemplary – An area in which the practice exceeds standards.
- 10.2.8 Successful –An area in which practice meets standards.
- 10.2.9 Beginning/Needs Improvement – An area where the evaluatee needs to make growth as observed on a reoccurring basis. Examples of the problem and comments on ways to improve will accompany areas needing improving.
- 10.2.10 Unsuccessful– An area that is below expected levels of performance and does not meet standards.
- 10.2.11 Remediation – Remediation will take place when noted on the Final Summary Evaluation Form with an unsuccessful rating on one, or more of the CSTP’s one through six, resulting in an overall rating of unsuccessful.
- 10.2.12 Working Days – Days teachers are required to be on duty.

10.3 Performance Areas

Evaluation of employee competence is based on the California Standards for the Teaching Profession (CSTPS)

- 10.3.1 Engaging and Supporting All Students in Learning
- 10.3.2 Creating and Maintaining Effective Environments for Student Learning.
- 10.3.3 Understanding and Organizing Subject matter for Student Learning

- 10.3.4 Planning Instruction and Designing Learning Experiences for All Students
- 10.3.5 Assessing Students for Learning
- 10.3.6 Developing as a Professional Educator
- 10.4 Evaluation Procedures
 - 10.4.1 Probationary employees will receive a minimum of two (2) formal written observations and an evaluation which culminates in a Final Summary Evaluation Report every year. Permanent employees will receive a minimum of two (2) written observation forms and an evaluation form which culminates in a Final Summary Evaluation every other year until year 10. Between years 10-15 with the district, the evaluation cycle may be every three (3) years for teachers whose previous two Final Summary Evaluations meet or exceed standards in all categories. After 15 years of employment in the District the evaluation cycle may be every five (5) years for teachers whose previous two Final Summary Evaluation meet or exceed standards in all categories. In order for any permanent employee to be on a three (3) or five (5) year evaluation cycle, the evaluator and the employee being evaluated must mutually agree to the extended evaluation cycle. The employee or the evaluator may withdraw consent at any time.
 - 10.4.2 All unit members who will be formally evaluated that school year will be notified and informed of who the designated evaluator will be and shall be provided a copy of the Certificated Performance Evaluation Purpose and Timeline on or before October 1st.
 - 10.4.3 Evaluators will individually meet with all evaluatees who are scheduled for an annual evaluation on or before October 30th to set goals and review the evaluation process.
 - 10.4.4 Permanent evaluatees, who are to receive an annual evaluation, will receive their written evaluation (evaluation form) no later than thirty (30) days prior to the last school day.
 - 10.4.5 All probationary evaluatees will receive an observation and follow-up conference prior to December 30th. First year probationary evaluatees will receive a Final Summary Evaluation no later than thirty (30) days prior to the last school day. Second year probationary evaluatees will receive a Final Summary Evaluation no later than March 1st.
 - 10.4.6 The evaluation shall be based upon at least two (2) observations (10.4.1) and shall be followed by an evaluation conference. A conference regarding the completed evaluation form will be held between the evaluator and evaluatee within five (5) working days of the observation.

- 10.4.7 A copy of the Certificated Evaluation Form and Final Summary Evaluation will be placed in the teacher's permanent personnel file kept in the Cambrian District Office within ten (10) days of the signing date by the evaluatee. An evaluatee may attach a permanent written response to this evaluation.
- 10.5 Performance Improvement Plan (Permanent Employees)
- 10.5.2 A Performance Improvement Plan (PIP) is intended to be a confidential and positive process designed to improve an employee's performance. Its intent is to assist the employee to be effective in all stated performance areas.
- 10.5.3 A Performance Improvement Plan (PIP) shall be developed for any permanent employee who receives an overall rating of unsuccessful (see attached PIP form). However, a permanent employee may elect to waive a PIP and go directly to the remediation process described in Section 10.7. Said employee may elect to participate in the Peer Assistance and Review Program (PAR) pursuant to Article 10.13 of the Agreement.
- 10.5.4 A Performance Improvement Plan (PIP) shall be developed and put into effect any time following a rating of unsuccessful on the written evaluation form. The employee must complete the plan within sixty (60) working days. The evaluator and evaluatee may agree to an extension.
- 10.5.5 Plans developed after May 15th and before the first student day of the next school year shall be completed before December 1st. The evaluator and evaluatee may agree to an extension.
- 10.5.6 Permanent employees who have elected to have a PIP may be referred for remediation if they did not satisfactorily respond to the PIP.
- 10.5.7 A PIP will be removed from the employee's file, at the employee's request, after the employee receives two (2) final evaluations, after the PIP, that do not contain any unsuccessful ratings.
- 10.6 Performance Improvement Plan (Probationary Employees)
- 10.6.1 A Performance Improvement Plan (PIP) shall be developed for any probationary employee who receives a rating of unsuccessful overall on the Final Summary Evaluation during the first year (see attached PIP form). The PIP will cover the period from the beginning of the second year and end no later than March 1st of the second probationary year. Additionally, said employee may elect to participate in the Peer Assistance and Review program (PAR) pursuant to Article 10.13 of the Agreement.

10.6.2 A Performance Improvement Plan (PIP) may also be developed and put into effect any time during the second probationary year following a written evaluation that includes a rating of unsuccessful overall. The plan shall be completed by March 1st of the second probationary year. Failure of probationary employees to satisfactorily respond to the PIP will result in a recommendation for termination.

10.6.3 A PIP will be removed from the employee's file, at the employee's request, after the employee receives two (2) final evaluations, after the PIP, that do not contain an overall unsuccessful rating.

10.7 Remediation – Permanent Employees

Remediation is intended to be a confidential and positive process designed to improve a permanent employee's performance. Its intent is to assist the employee to be effective in all stated performance areas.

NOTE: Remediation takes place when a unit member with permanent status receives a performance evaluation containing the words "overall unsuccessful evaluation" in the area designated by section 10.3 of the Agreement. Said employee shall also be referred to the Peer Assistance and Review Program (PAR) to Article 10.13 of the agreement.

Processes Preceding Remediation

10.7.1 The primary evaluator will identify areas, which are unsuccessful in an employee's performance. An evaluation form will be prepared and a copy given to the employee.

10.7.2 The evaluator will have worked with the employee in an effort to correct areas that have been judged unsuccessful.

10.7.3 The Superintendent will be advised that remediation is required and will be given a copy of all-pertinent evaluations and reports.

10.8 Selection of Remediation Team

10.8.1 The Superintendent, with the evaluator, will advise the employee of the procedure to be followed, rights under the law, and the resources available.

10.8.2 The Superintendent will meet with the employee and provide assistance in the selection of a Remediation Team.

10.8.3 The Remediation Team will consist of three (3) people. The primary evaluator shall be a member of the team. The employee will select from a list provided by the district of three (3) administrators and one (1) certificated employee to be on

the team.

10.8.4 The Remediation Team will be selected within ten (10) teaching days from the date of the evaluation conference between the evaluator and the employee at which time remediation was determined to be required.

10.9 Remediation Process

10.9.1 The Remediation Team members will review written documented evidence of the employee's less than effective performance, and will confer with the employee.

10.9.2 The Remediation Team members will observe the employee's performance.

10.9.3 The Remediation Team members will confer with the employee in order to develop strategies for assisting the employee. The Remediation Team will give specific written recommendations for improvement of the employee's performance to the employee.

10.9.4 The Remediation Team members will work with the employee during the remediation period of sixty (60) days and will provide the employee with a written record of observations made and suggestions offered.

Observation reports, conference summaries, the Final Report and other pertinent documents will be placed in the employee's personnel file after a copy is given to the employee.

10.9.5 A mid-point conference will take place between the employee and the Remediation Team members. Release time may be provided for this conference and for other conferences or occasions when determined to be necessary by the Remediation Team.

10.9.6 The remediation process must be completed within sixty (60) teaching days from the date the team is selected, excluding the last two (2) weeks and first two (2) weeks of any school year.

10.10 Final Report

10.10.1 A Final Report will be submitted by the members of the Remediation Team and will be based upon all evidence collected during the remediation period. The employee, the evaluator, and the Superintendent will receive copies of the report. This report is separate and apart from any report generated pursuant to the Peer Assistance and Review Program (PAR).

10.10.2 The Final Report will state whether the employee has been either remediated or not remediated. A not remediated statement means that the employee does not perform to acceptable district standards.

10.11 District Action

- 10.11.1 The Superintendent will review the Final Report with the employee, the evaluator, and with the Remediation Team member.
- 10.11.2 The Superintendent will recommend appropriate action to be taken. Action may include, but not be limited to, the following:
 - 10.11.2.1 Completion of the current evaluation due to successful remediation.
 - 10.11.2.2 Site change.
 - 10.11.2.3 Subject to grade level change.
 - 10.11.2.4 An additional remediation cycle.
 - 10.11.2.5 Career counseling.
 - 10.11.2.6 Termination.
- 10.11.3 The Board of Trustees will make the final decision if termination processes are to be initiated.
- 10.11.4 An employee who remains within the District in the school year following remediation shall receive a minimum of two (2) written observations (observation form), a final evaluation report (evaluation form) to assess the employee's current level of effectiveness for that year, and shall return to the regular evaluation schedule the next year if performance meets standards. is satisfactory.

10.12 General

- 10.12.1 Materials in personnel files of employees are to be made available for the inspection of the person involved. Every employee shall have the right to inspect such materials upon request during non-teaching hours.
- 10.12.2 No certificated employees shall be held accountable for any aspect of the educational program over which they have no authority or ability to correct deficiencies.
- 10.12.3 The evaluator shall not base the evaluation of a certificated employee on any information which has not been collected through the direct observation of such employee, unless information received other than through direct observation is documented and discussed with the employee prior to any use in an evaluation.

10.13 Peer Assistance and review program (PAR)

10.13.1 Purpose

- 10.13.1.1. The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.
- 10.13.1.2 The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer probationary or permanent teacher, or a permanent teacher who has received an overall unsuccessful evaluation in the areas of teaching methods and instruction. The Program's assistance shall be provided through Consulting Teachers as described in detail in Section 4.2 and 4.3 of this document. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article 15 of the Agreement and Education Code 44660, et seq., except for making available to the evaluator the results of some unit members' participation in the Program.
- 10.13.1.3 The Program resources shall be utilized in the following priority: first, for Participating Permanent Teachers with an overall unsuccessful summary evaluation; second, for Beginning Teachers; third, for Voluntary Permanent Participating Teachers and fourth, for other programs that the committee and the district may deem appropriate.

10.13.2 Definitions for Purpose of this Document

- 10.13.2.1 Classroom Teacher or Teacher
Any member of the certificated bargaining unit, who is covered by the Certificated evaluation, included in the Agreement.
- 10.13.2.2 Participating Teacher
A unit member who is a classroom teacher who either volunteers or is required by this agreement to participate in the program.
- 10.13.2.3 Consulting Teacher

A teacher meeting the requirements of subsection 10.13.4.2.1 who is selected by the Joint Committee to provide program assistance to a Participating Teacher.

10.13.2.4 Beginning Teacher

Any unit member having probationary or temporary status, or any district teaching intern participating in a program established according to Education Code Sections 44305, et seq. and 44325, et seq. This Peer Program is to be closely coordinated with other district programs for training and assistance to beginning teachers.

10.13.2.5 Voluntary Participating Teacher

A Voluntary Participating Teacher may be any teacher wanting to engage in a professional growth activity utilizing a Consulting Teacher's assistance.

10.13.2.6 Participating Teacher with an overall Unsuccessful Summary Evaluation or Referred Teacher

A unit member with permanent status whose most recent performance evaluation contained the words "overall unsuccessful evaluation" in the areas of subject matter, teaching strategies, or teaching methods and instruction, as specifically designated by section 10.3 of the Agreement. The evaluation must also say "referral to PAR".

10.13.2.7 Principal or Evaluating Administrator

The certificated administrator appointed to the district to evaluate a certificated teacher.

10.13.2.8 Joint Committee

The PAR Program will be administered by a committee consisting of five members, three certificated classroom teachers selected by the Cambrian District Teachers' Association (CDTA) and two administrators appointed by the District. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers as set forth in Section 10.13.4.2.1. A Committee member's term shall be up to the discretion of the Committee.

10.13.3 PAR Program Outline

- 10.13.3.1 For Participating Teachers with an overall Unsuccessful Summary Evaluation
 - 10.13.3.1.1 Any permanent teacher with an overall unsuccessful final summary evaluation in the areas listed in Section 10.13.2.6 must participate in the Program.
 - 10.13.3.1.2 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher's evaluator after the Participating Teacher receives the Unsuccessful Final Summary Evaluation. (See evaluation form attached.)
 - 10.13.3.1.2.1 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered, as the performance goals required by Education Code Sections 44664(a) and 445500(b)(2).
 - 10.13.3.1.2.2 The Principal and the Consulting Teacher assigned to the Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Teacher.
 - 10.13.3.1.2.3 The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the consulting teacher will provide the assistance set forth in Section 10.13.4.3, which shall also involve conducting multiple classroom observations of the Participating Teacher.
 - 10.13.3.1.3 Before May 1 of each year, the Consulting Teacher shall complete a written report evaluating the teacher's participation in the Program consisting

solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. (See Form attached) This report shall be submitted to the Joint Committee, with a copy submitted to the Participating Teacher and the Evaluating Administrator.

- 10.13.3.1.4 The results of the teacher's participation in the Program shall be made available as part of the Participating Teacher's annual evaluation. The evaluating Principal shall have discretion as to whether and how to use the results in the annual evaluation.
- 10.13.3.1.5 After receiving the report, the Joint Committee shall determine whether the Participating Teacher will benefit from continued participation in the Program.
- 10.13.3.1.6 The teacher will continue participation in the Program until the Joint Committee determines the teacher no longer benefits from participation in the Program, or the teacher receives a meets standards evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement.
- 10.13.3.1.7 The Consulting Teacher shall conduct multiple classroom observations of each Participating Teacher.
- 10.13.3.1.8 The Consulting Teacher's report on participation in the Program, as defined in subsection 10.13.3.1.3 above, shall be made available to the District for placement in the Participating Teacher's personnel file if referenced by the evaluating administrator in the annual evaluation, or if the Participating Teacher requested that the report be placed in the file.
- 10.13.3.1.9 The Joint Committee will make an annual report to the Governing School Board and the Association regarding the Program's impact and improvements to be made in the Program. In addition, the Panel will submit reports to the Governing School Board

regarding Program participants, forwarding only the names of the permanent teachers with an overall unsuccessful summary evaluation who, after sustained assistance, are unable to demonstrate satisfactory improvements.

10.13.3.2 PAR for Beginning Teachers

10.13.3.2.1 A Consulting Teacher will be assigned to provide assistance to one or more Beginning Teachers who wish to participate in the program.

10.13.3.2.2 Beginning Teacher participation in the Program is not legally mandated, therefore the Consulting Teacher nor the Joint Committee will make written reports regarding individual Beginning Teachers, nor forward to the Board the names of individual Beginning Teachers who participated in the Program.

10.13.3.2.3 The District may provide assistance to Beginning Teachers through other programs that the District deems appropriate.

10.13.3.3 PAR for Voluntary Participating Teachers

10.13.3.3.1 Voluntary Participating Teachers are expected to be individuals who wish to grow and learn with assistance from a peer, or who may be seeking assistance due to a change in assignment or the institution of new curriculum.

10.13.3.3.2 Voluntary Participating Teacher's participation in the Program is not legally mandated, therefore the Consulting Teacher nor the Joint Committee will make written reports regarding individual Voluntary Teachers, nor forward to the Board the names of individual Voluntary Teachers who participated in the Program.

10.13.3.3.3 The District may provide assistance to Voluntary Participating Teachers through other programs that the District deems appropriate.

10.13.4 PAR for Governance and Program Structure

10.13.4.1 The Joint Committee

10.13.4.1.1 The Joint Committee will make all decisions through majority vote in the areas of appointments, reports and recommendations to the Board of Education, and the program plan and budget. Four of the five Committee members will constitute a quorum for purposes of meeting and conducting business.

10.13.4.1.2 The Joint Committee's primary responsibilities involve establishing the annual Program and budget, and selecting, assigning, and overseeing the Consulting Teachers. In addition, the Committee is responsible for:

- submitting to the Board of Education and the Association an annual report of the Program's impact. In addition, the Committee will make a report to the Board of Education regarding Referred Participating Teachers including forwarding only the names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement.
- assigning and reassigning the Consulting Teachers.
- reviewing Consulting Teachers' reports on Referred Participating Teachers with permanent status.
- assessing the effectiveness of the Consulting Teachers in the role of Consulting Teacher.
- coordinating with the District to provide training for Consulting Teachers, for Committee members, and, where appropriate, for Participating Teachers.
- forwarding to the Personnel Office all records regarding the Program. These records shall be filed separately from the individual personnel records except as set forth in Section 10.13.3.1.8 in this

document.

- establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Committee's chairperson.

10.13.4.1.3 The Committee shall use the following procedure for establishing the annual Program plan and budget:

10.13.4.1.3.1 By June 1 of each fiscal year, the Committee will establish a Program and budget for the succeeding year, which will include:

- the estimated state revenues for the Program.
- the estimated expenditures involving:
- projected number of Participating Teachers,
- projected (full- and part-time) number of Consulting Teachers needed to service the projected need,
- released time for the Committee, Consulting Teachers and Participating Teachers,
- pay for Committee members and Consulting Teachers that is consistent with the pay parameters established by the negotiating parties, and
- projected costs for training, administrative overhead, and, if necessary, legal and consulting assistance.

10.13.4.1.4 By July 15, the Program plan and budget will be submitted to the Association President and the Superintendent for approval. If both parties do not approve the plan and budget, they may be modified by mutual agreement. By September 1, if the parties cannot reach agreement to either approve the plan and budget or to amend them, then the plan

and budget will be implemented as submitted by the Committee, subject to Board approval.

10.13.4.2 PAR for Consulting Teachers

10.13.4.2.1 Minimum qualifications for a Consulting Teacher:

- a credentialed classroom teacher with permanent status and at least five years of recent teaching experience;
- demonstrates exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts;
- ability to work cooperatively and effectively with other teachers and administrators and demonstrates effective leadership skills. A Consulting Teacher may be a permanent certificated teacher from another district.

10.13.4.2.2 The District shall post consulting Teacher positions. Each applicant will be required to submit a complete application. All applications will be treated with confidentiality and will not be disclosed except as required by law. The Joint Committee will make the selection, which will be forwarded, to the Superintendent. The Committee's procedures for selecting Consulting Teachers shall include provisions for classroom observation of consulting candidates.

10.13.4.2.3 The Joint Committee will assign Consulting Teachers. Within the first six weeks of the regular school year, either the Consulting Teacher or the Participating Teacher may petition the Committee for an assignment change for good reasons. The Participating Teacher shall be allowed only one change per year.

10.13.4.2.4 The Joint Committee will define a Consulting

Teacher's term.

10.13.4.3 Consulting Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to, the following activities:

- 10.13.4.3.1 Provide consultative assistance to improve in the specific areas targeted by the evaluating Principal or the District teaching standards.
- 10.13.4.3.2 Meet with the Principal or designee regarding the area(s) of perceived need(s).
- 10.13.4.3.3 Observe the Participating Teacher during periods of classroom instruction.
- 10.13.4.3.4 Allow the Participating Teacher to observe the Consulting Teacher or other selected teachers.
- 10.13.4.3.5 Attend specific training in specified teaching techniques or in designated subject matter.
- 10.13.4.3.6 Demonstrate good practices to the Participating Teacher.
- 10.13.4.3.7 Maintain appropriate records of each Participating Teacher's activities.

10.13.5 Other Provisions

- 10.13.5.1 Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m). Any who gain such a position shall no longer be eligible to serve on joint committee or as a Consulting Teacher
- 10.13.5.2 Unit members who perform functions as Consulting Teachers or Joint Committee members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.
- 10.13.5.3 Records

All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

10.13.5.4 All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.

10.13.5.5 All the documents for the personnel office will file the program separately from the individual personnel records, except as set forth in 10.13.3.1.8 above.



Certificated Performance Evaluation Purpose and Timeline

Purpose of Evaluation Process:

The Cambrian School District’s and CDTA’s intent is to utilize a comprehensive system of employee performance evaluation to

- continually improve teaching effectiveness and student learning district wide;
- clearly define performance standards for all teachers in the District;
- promote productive dialog between professional educators concerning teacher performance as mandated by CA Education Code 44662, and as described in the *California Standards for the Teaching Profession*;
- provide teachers with specific feedback regarding their strengths, ways to enhance their performance and/or areas for improvement;
- identify and recognize exemplary teaching practices

Evaluation Timeline:

On or before Oct. 1

All unit members who will be formally evaluated that school year will be notified and informed of who the designated evaluator will be and shall be provided a copy of the Certificated Performance Evaluation Purpose and Timeline.

On or before Oct. 30
(Permanent, Probationary
and Temporary Teachers)

Evaluator will meet individually with each teacher/evaluatee who is scheduled for an annual evaluation to set goals for the year and discuss evaluation issues.

On or before **December 30**
Certificated (Probationary/Temporary)

First formal Certificated Observation Summary Form, conference conducted, and mid-year Certificate Certificated Evaluation Form received by evaluatee.

On or before **March 1**
(2nd year Probationary)

Second Formal Certificated Observation Summary Form, conference conducted, and mid-year Certificated mid-year Evaluation Form received by 2nd year probationary teachers.

Before the first day of second
Year (1st Year Probationary)

A Performance Improvement Plan (PIP) **shall** be developed for any employee who receives an unsuccessful in any two (2) areas during the first year.

By the May date that is 30 days prior to the last day of school (1st year Probationary and Permanent Teachers)

Final Certificated Observations Summary and Final Summary Evaluation form received by 1st year Probationary, and Permanent teachers scheduled for their annual review in current year.

Any time in second probationary year.
Plan shall be completed prior to March 1st.

A Performance Improvement Plan (PIP) **may** be developed for any employee, in their second probationary year, who receives an Unsuccessful overall rating.

Permanent Employees

A Performance Improvement Plan procedures are outlined in 10.5 of the Collective Bargaining Agreement. Any permanent Employee who receives an unsuccessful

Overall rating.

Evaluation Elements:

A minimum of two formal classroom observations shall be conducted prior to the Final Summary Evaluation.

A formal observation consists of the following elements:

1. A pre-conference between evaluator and evaluatee concerning the lesson to be observed.
2. Formal classroom observation (a minimum of 30 minutes in length).
3. Post-observation conference re: the lesson's effectiveness, observation data, and possible next steps.

A final summative evaluation conference shall be held incorporating two formal classroom observations and teacher performance relative to CA Education Code Section 44662.

SEE APPENDIX

Individual Professional Goals (Appendix "A")
California Standards for the Teaching Profession (Appendix "B")
The Developmental Continuum of Teachers' Abilities (Appendix "C")
Certificated Observation Summary Form (Appendix "D")
Certificated Evaluation Form (Appendix "E")
Final Summary Evaluation Form (Appendix "F")
Certificated Performance Improvement Plan (PIP) (Appendix "G")

ARTICLE 11

ASSOCIATION AND TEACHER RIGHTS

11.1 Use of Building and Machines

The Association and its representatives shall have the right to make use of school equipment, buildings and facilities at all reasonable hours except when equipment, buildings and facilities have been previously committed to use. Such equipment shall include computers, copiers, printers, fax machines, and all types of audio-visual equipment when such equipment is not otherwise in use.

- 11.1.1 Keys for special rooms used by unit members other than the designated classrooms shall be available in the office on a checkout basis. These may include the library, multi-purpose room, motor skills lab, etc.

11.2 Association Channels

The Association shall have the right to post official notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided in the teachers' lounge area. The Association may use the District mail service and teacher mailboxes for communications to teachers. All information of general use shall be forwarded to the Superintendent.

11.3 Association Business

Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, excluding assigned teaching time.

11.4 Association Day

The District shall recognize the first and third Thursday of every month as Association Days. During TK-5 conferences the Association shall have the flexibility to adjust Association Thursdays so as not to conflict with conference days.

11.4.1 In the event of a conflict, the Management shall request the permission of the Association to schedule a meeting on Association Thursdays after school.

11.4.2 No teacher will be required to attend any District or school site meeting on any Thursday when an Association activity has been scheduled. The association agrees to submit activity dates for each monthly District calendar. In the event an emergency meeting must be called after the monthly calendar has been published, the Association shall have priority.

11.5 Non-Discrimination

There shall be no discrimination because of the race, age, gender, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation of any person, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.

11.6 Continued Rights

Nothing contained herein shall be construed to restrict or deny to unit members rights they may have under any other law, including constitutional protections of freedom of expression, or to permit administrative transfers for no reason other than the exercise of constitutionally protected rights. Unit members shall exercise such rights in a professional manner within the context of an elementary and middle school educational setting.

11.7 Academic Freedom

Academic freedom shall be guaranteed to unit members in the study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility with due regard to maturity level of the student, district rules and policies, and the laws of the State of California.

11.8 Recording Devices

In accordance with the Education Code, no mechanical or electrical devices will be installed or used in any classroom or brought in on a temporary basis by means of which any management employee would be able to listen to or record procedures in the class without the knowledge and consent of the teacher involved.

11.9 Personal Life

The Employer is not concerned with the personal life of any member of the unit unless it prevents the member from performing the member's assigned duties. The employee is entitled to full constitutional rights of citizenship and the members' religious or political activities are not grounds for discipline or discrimination with respect to the member's professional employment as long as s/he does not violate any district policy, state or federal laws.

11.10 Release Time

No unit member representing the Association shall suffer loss of pay while conducting Association business during working hours. In previously agreed upon situations the Employer will agree to arrange release time without loss of pay for members conducting business or performing tasks of mutual concern. The Employer may honor one (1) request for paid release time made by the Association per week. The Employer may honor other requests for release time with compensation paid by the Association, never to be more than the cost of the substitute's pay.

11.11 Application Forms

Teacher application forms and oral interview procedures shall not refer to membership in or preference for employee organizations.

11.12 Board Agenda Material

The same public back-up material i.e., information, reports, etc. that is given to the Board members shall be given to the Association's Designee. If there is an exception then an explanation of the omission(s) will be communicated to the Association's President or designee.

11.13 Physical Examinations

The District shall send notices of need for TB examinations. These examinations will not be required by those who have tested positive per state law. The District will pay all costs of the examination provided the examination takes place at the establishment designated by the District and that the proper procedures are followed as indicated in the letter of notification. Refer to Education Code Section 49406.

11.14 Information Requests

The Association will receive public information concerning the affairs of the District when reasonable requests are made of the District by the Association. Information means information that is public or will be made available to the public.

11.15 Association Leaves

The Association's full-time officers and staff who are employed by the Board shall be given an unpaid leave of absence upon request. The District will comply with the regulations contained in Education Code 44987.

11.16 Reimbursement

The District will reimburse the unit member the costs of replacing or repairing clothing or property of the unit member, such as eyeglasses, dentures, hearing aids or watches, when the damage to the article was done while the teacher was on the job either at school or on a field trip. When any such property is damaged a fair value will be agreed to by the unit member and the Superintendent. In any event, the amount will not exceed two hundred fifty (\$250.00) dollars.

11.17 Pay Day

If a regular pay day during the school term falls on a day when school is not in session, employees shall receive their checks on the last workday of the pay period as defined by the County. During the summer, members of the unit may have checks deposited in a bank or mailed.

11.18 Rights to Materials

11.18.1 A copyright or patents on materials or creative development, based on an employee's own ideas may be sought by unit member(s) without restrictions by the District. That copyright or patent shall be in the unit member's name only and without obligation to the District.

11.18.2 At the request of a member or group of members, the employee may release its copyright or patent right.

11.18.3 Copyright or patent by district in its own name: Where the creative development was accomplished by a district employee, or a group of

district employees, under district assignment and administrative supervision, and the cost of the development was borne by the District, the District may apply for a copyright or patent in its name for such writing or thing.

11.18.4 At the request of a member or group of members, the employer may release its copyright and/or patent right.

11.19 Consulting Procedure

11.19.1 The Association will have consultation rights in matters relating to:

11.19.1.1 Definition of educational objectives.

11.19.1.2 Determination of course content and curriculum.

11.19.1.3 Selection of textbooks

11.19.1.4 In-service or staff development

11.19.2 In matters relating to consultation, the Association will contact the District Superintendent or designee. The association President has been selected as the Association's designee for consulting matters. It is further understood that either the Association or the District may initiate a consulting session.

11.20 In-Service or Staff Development

11.20.1 If approved by the District, unit members who participate in in-service or staff development programs shall receive district-paid release time if appropriate, and expense reimbursement.

11.20.2 See Article 29, Credential Renewal Requirement

11.21 Individual Teacher Proposals to District Committees

11.21.1 Any unit member who individually submits a proposal to a district committee shall be notified of and invited to attend the meeting of the committee to which s/he has submitted the proposal. The unit member shall be allowed to speak to the issue before any final decision is made regarding the proposal. The committee shall have the right to discuss the proposal prior to hearing the unit member.

11.22 Outdoor Education

11.22.1 If the remaining children of the combination 4th/5th grade or regular 5th grade exceed twelve (12), the District shall supply a substitute teacher.

11.22.2 If the number of remaining 4th or 5th graders from 4/5th combo does not exceed twelve (12), and these children are placed in other classrooms for “camp” week, those receiving teacher(s) shall receive the current district stipend for each student received regardless of class size. Refer to Article 9.2.

11.22.3 If a unit member is unable to meet the Outdoor Education requirement of being on duty on a twenty-four (24) hour basis, a replacement shall be provided. In order to have a replacement, the unit member shall give a thirty (30) day notice, except in the case of emergency. Unit members shall be notified of their outdoor education responsibility by the site administrator when 5th grade assignment is confirmed.

11.22.4 The District agrees to provide one (1) day of comp time or pay in kind for those teachers who are on duty at the camp for more than the regular school day.

11.23 Personnel File

11.23.1 Unit members, upon request, may petition the Superintendent and request that specific material be removed from their personnel file.

11.24 Instructional Equipment

11.24.1 Unit members will notify management of any equipment that is not in good working order. Management will submit a repair order to the appropriate facility for correction of the defect(s).

ARTICLE 12

SHARED ASSIGNMENTS

12.1 Approval

12.1.1 Participation in the Shared Assignment Program shall be limited to tenured certificated staff.

12.1.1.1 Certificated staff participating in the shared assignment program will be deemed to be placed on “shared assignment leave” for the duration of the shared assignment.

12.1.2 All shared assignment proposals must have the approval of the principal as a prerequisite for consideration by the Superintendent. If the principal denies approval, the team making the proposal shall be given a written explanation and be provided with the opportunity to rewrite and resubmit the proposal.

12.1.2.1 The Superintendent shall review and act upon all proposals.

12.2 Proposal

The principal, the affected certificated employees, and the Superintendent must mutually agree upon shared assignment proposals.

12.2.1 The shared assignment proposal must be submitted in writing to the principal by the second Friday in March. If the principal denies the proposal, he/she shall give the team making the proposal a written explanation within five (5) working days. The team may resubmit a proposal by the fourth Friday in March. By the first Friday in April, the principal must notify the team if the proposal has been approved or denied.

12.2.2 A written request to share a contract must be submitted to the Superintendent for approval by the Board of Trustees.

12.2.3 The proposal may include, at the discretion of the principal, the following components where applicable:

12.2.3.1 The instructional design of the program, instructional approaches, and basic materials (i.e. reading texts) are to be specified for each curricular area.

12.2.3.2 The specific work site of the shared assignment.

- 12.2.3.3 Individual work calendars showing the specific days and times each participant will work for the entire year. (Use the prior year’s calendar as a sample if the new calendar has not been adopted.
- 12.2.3.4 Designated times for participants to meet with each other, with fellow teachers or with other employees (e.g. support staff) to confer about student progress, to diagnose student needs and establish working relationships.
- 12.2.3.5 Attendance at faculty and/or departmental meetings.
- 12.2.3.6 A plan for parent teacher conferences and completion of written Pupil Progress Reports.
- 12.2.3.7 A plan to ensure consistent classroom management. Consistent classroom management includes:
 - 12.2.3.7.1 Behavior and discipline standards.
 - 12.2.3.7.2 Methods by which classroom assignments will be given, collected, and evaluated.
 - 12.2.3.7.3 Methods by which students’ progress will be monitored and recorded.
 - 12.2.3.7.4 Methods by which teachers communicate daily information about students.
 - 12.2.3.7.5 Provisions for communicating with parents and appropriate school personnel.

12.3 Shared Duties and Responsibilities

It is understood that all employees participating in a shared assignment will perform those duties and responsibilities routinely assigned to employee within a school or department which include and are not limited to the following:

- 12.3.1 With exception of teachers sharing a semester assignment both teachers will be on duty during all pre-school orientation days, “Back-to-School” and “Open House Nights”, and Fall Parent Conference Days on the same basis as full-time employees. Either or both employees as determined by need will conduct spring conferences.

- 12.3.2 Attend faculty or department meetings as scheduled on the respective “on-duty days”, and required in-service meetings unless otherwise directed by the principal or the superintendent. Responsibility for communication of information disseminated in a meeting rests with both employees.
- 12.3.3 Non-teaching duties and responsibilities are to be shared proportionally between the participating employees.
- 12.3.4 Both teachers should agree upon retention recommendations. Parent conferences will be jointly conducted or with principal approval, the absent partner will present appropriate backup information for the conference.

12.4 Salary Benefits

- 12.4.1 Salary shall be prorated at a percentage that the participant’s assignment is related to a full time assignment.
- 12.4.2 Participants in a shared contract will receive one (1) year of credit toward advancement on a salary schedule for every two (2) years of employment in a shared assignment as long as the two years equal at least 75%.

12.5 Fringe Benefits

- 12.5.1 Health and welfare benefits, leave benefits, and STRS contributions shall be prorated at a percentage that the participant’s assignment is related to a full-time assignment.
- 12.5.2 Each participating employee may maintain full health and welfare benefits by paying any additional premium quarterly in advance.

12.6 Requests to Return to Full Time Assignment

An employee who, immediately prior to accepting a shared assignment, was a full time employee shall have the right to return to a full time certificated position at the beginning of the following school year.

- 12.6.1 If, due to declining enrollment or to the reduction of services, the employee’s previously held position is no longer available, then the employee shall be assigned to a position in accordance with appropriate provisions of Article 8 of the Cambrian District Teachers Association Agreement.
- 12.6.2 This Shared Assignment Program does not preclude an employee from receiving a layoff notice under California Education Code Section 44955.

12.7 Number of Shared Contracts

The number of shared assignments, with the exception of shared semester assignments, will be limited to one (1) per school. The Superintendent, or designee, may at his/her discretion increase this limit upon request.

12.8 Duration of Shared Assignment Program

Shared assignments shall be approved for one (1) year. Thereafter the shared assignment may be renewed annually with the approval of the principal/program manager, Assistant Superintendent or designee, and the Superintendent.

12.9 Substituting

12.9.1 When one member of a shared assignment team is absent for any reason, the remaining team member is encouraged to take over the period of absence.

12.9.2 Changes in the individual work calendar, other than illness, shall be approved by the principal and limited to five (5) such days for each member of the team.

12.10 STRS Contribution

Employees on shared assignments will contribute to the State Teacher Retirement System and will receive credit for the percentage of the year of service toward retirement. The District will continue its contributions at the prorated basis.

12.11 Tenure

Shared contract status shall not constitute a break in service.

12.12 Time Sharing

12.12.1 Teachers may share an assignment at the 6th/7th/8th-grade level if the proposed assignment is compatible with scheduling requirements and ensures consistency of the instructional program.

12.12.2 Teachers in K-5 may share time equally, utilizing one (1) of the following plans:

12.12.2.1 One (1) semester each teacher.

12.12.2.2 Two and one half (2 ½) days each week each teacher.

12.12.2.3 Sharing each day (½ day each teacher)

12.12.2.4 Alternating days of the week, e.g. Monday-Wednesday-Friday one (1) week and Tuesday-Thursday the following week.

12.12.2.5 And other configured programs approved by the Superintendent, or designee.

12.12.3 Time sharing plans for certificated staff other than classroom teachers must be individually tailored to the needs of the position and approved in accordance with the provisions of this program.

12.13 Workers' Compensation

Workers' Compensation benefits shall be paid in accordance with existing law.

12.14 General Provisions

12.14.1 Both participants will assume full responsibility for the assignment including responsibility for students. Parent-teacher conferences and written Pupil Progress Reports to parents will be the responsibility of the shared assignment team.

12.15 Dissolution of Shared Assignment/Reduction in Force

12.15.1 Upon the dissolution of a shared assignment which has been in effect for two (2) school years or more, the resident teacher retains the right to remain at the host school. The other member of the shared assignment shall be assigned subject to Article 8.3 of this contract.

12.15.2 In the case of a reduction in staff which requires the elimination of positions at individual schools, the following procedure shall apply: If both parties to the shared assignment were residents of the school at which the reduction is occurring prior to the creation of the shared assignment, their eligibility for being displaced shall be on the basis of their individual seniority.

ARTICLE 13

PART-TIME EMPLOYEES

- 13.1 For the purpose of this Article a part-time employee is defined as a credentialed employee who teaches a class, or classes, less than full time. Substitute teachers are not considered part-time employees under this Article. Extracurricular clubs or activities are not classified as a “class” under this Article.
- 13.1.1 Part-time may consist of a part of a year, part of a week, or part of a day.
- 13.2 The salary of a part-time employee will be pro-rated based on the certificated salary schedule. The rate of pay shall be one-sixth ($\frac{1}{6}$) of the amount the teacher would receive on the salary schedule if they were employed as a full time employee. The pro-ration shall be based on the actual time employed. For example:
- 13.2.1 If a part-time teacher was hired to teach at Ida Price School for one (1) period a day for the entire school year, that teacher would receive one-sixth ($\frac{1}{6}$) of whatever he or she would receive if he or she were placed on the teacher’s salary schedule as a full time teacher.
- 13.2.2 In the event a part-time teacher is hired at the K-5 level, the equivalent to one (1) period at Ida Price School shall be used to determine one-sixth ($\frac{1}{6}$) of a day.
- 13.3 Unit members who are full time employees may apply to teach an additional class or classes before and/or after the regular school day.
- 13.4 Part-time openings shall be posted on the faculty bulletin board at each school site for a period of not less than five (5) working days prior to filling. The District will give first consideration to bargaining unit applicants prior to outside applicants.
- 13.5 Part-time teachers whose employment is equivalent to three-sixths ($\frac{3}{6}$) of the school year (3 periods per day) are eligible for pro-rata fringe and sick leave benefits, provided they do not receive benefits as a full-time employee of the Cambrian District.
- 13.6 Advancement on the salary schedule will be allocated at a pro-rata basis for all employees not currently employed as a full time employee.
- 13.7 Extra curricular and other duties will be assigned on a pro-rated basis by the building principal.
- 13.8 Part-time employees will not be hired to replace current full-time employees.

ARTICLE 14

RETIREMENT BENEFITS

14.0 Retirement Benefits for Certificated Employees

14.1 Full-time Employment – Retirement Benefits

The unit member may elect to participate in the School District's Supplemental Plan (40-40 Plan) with the Variable Annuity Life Insurance Company.

Eligibility requirements for entry into this plan are:

14.1.1 The employee must be twenty-one (21) years of age.

14.1.2 The employee must have completed one (1) year of service.

14.1.3 The employee must work a minimum of one thousand (1000) hours per year.

14.2 Part-Time Employment – Full Retirement Benefits

The unit members will be allowed to reduce their workload from full-time to part-time duties, thereby permitting the part-time certificated employees to have retirement benefits based on full-time employment provided:

1. A qualified teacher is found to share a contract.
2. The unit member and the teacher sharing the contract have come to an agreement on the terms of the sharing.
3. The dates and times of the agreement do not alter the educational program the students would have received had there been no shared contract.

In the event three (3) or more of these agreements are in effect in any school year, subsequent requests may not be granted if the total amount of money expended on the shared contract exceeds the amount of money spent if no shared contract were granted. In the event the District cannot grant all requests, requests will be granted in the order received.

14.2.1 The employee and the unit member will make the contribution required of full-time employees to the State Teachers Retirement System.

14.2.1.1 This Section complying with Education Code 22724 shall be applicable only to members who have met the criteria provided in Education Code 44922 and are not older than sixty-five (65)

years and is limited to a period of five (5) years of such part-time status.

- 14.2.2 The unit member must have reached the age of fifty-five (55) before the beginning of the school year or term in which the reduction of workload starts.
- 14.2.3 The unit member must have been employed full-time in positions requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment. Any unexcused absences would constitute a break in service and would nullify terms of full-time provision of Education Code 44922 (b).
- 14.2.4 The option of part-time employment may be exercised only at the request of the unit member and can be revoked only with the mutual consent of the employer and unit member provided the same three (3) conditions enumerated in 14.2 are met.
- 14.2.5 The unit member shall be paid a salary which is the pro-rate share of the salary the unit member would be earning had the unit member not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the unit member make the payments that would be required if the unit member remained in full-time employment. If the assignment is for one (1) semester, salary and retirement payments shall be on a monthly basis for ten (10) months.
- 14.2.6 The unit member shall retain all rights and fringe benefits. The member shall also receive one (1) full year's credit toward placement on the Salary Schedule for the year of the reduced workload.
- 14.2.7 The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during the unit member's final year of service in a full-time position. This part-time teaching arrangement can be of three (3) types:
 - 14.2.7.1 Part-time all year during the regular school term.
 - 14.2.7.2 Full-time during one (1) semester with the other semester off.
 - 14.2.7.3 Subject offerings comparable to a half-time schedule at the sixth, seventh and eighth grade level if such an assignment is consistent with scheduling and the instructional program.
- 14.2.8 STRS regulations shall be followed conclusively.

- 14.2.9 Sick leave shall vary directly to the proportion of full-time employment.
- 14.2.10 Retirement credit is not earned until the end of the full school term. Participants who terminate prior to this will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had employment continued.
- 14.2.11 Retirement contributions for service not credited because of termination of contract or agreement, by resignation, dismissal or retirement will be returned to the unit member or in case of death, the beneficiary.
- 14.2.12 When two(2) or more applications for reduced teaching service are received on the same day and cannot both be accommodated, the original order of employment which determined seniority rights shall determine priority rights to the part-time position.
- 14.2.13 All rights mandated by law and additional benefits, which may be granted by the employer to its certificated unit members, shall be applicable to any and all such unit members who are on contract for reduced teaching service.
- 14.2.14 In all cases, the scheduling of part-time employment shall be mutually agreed upon by the employer and the unit member. The District shall give written confirmation of the agreement to the participants stating benefits and ending dates of employment.

ARTICLE 15

CONTRACTUAL SERVICE

- 15.1 The District may enter into an agreement with unit members desirous of entering the Contractual Service program. The following conditions must be met:
 - 15.1.1 The Service must be purely voluntary.
 - 15.1.2 The unit member must resign from the District.
- 15.2 Unit members opting and qualifying for this service shall receive annual contracts subject to satisfactory performance as determined by evaluation.
- 15.3 The participant shall become an independent contractor. His/her services rendered are services that are special and unique and cannot be performed by the unit members of the District.
 - 15.3.1 The independent contractor shall serve the number of days per year as may be mutually agreed upon.
 - 15.3.2 The independent contractor(s) is (are) free to enter into contractual arrangements with other agencies, private and public.
 - 15.3.3 The independent contractor shall have his specific tasks mutually agreed upon by him/her or Superintendent and/or designee.
 - 15.3.4 The District will not direct the independent contractor's activities in his/her pursuit of the result required by the District.
 - 15.3.5 Some of the tasks to be performed by the independent contractor may be:
 - 15.3.5.1 Participate in the development of progressive and/or advanced demonstration teaching methods.
 - 15.3.5.2 Working on and supervising progressive and advanced staff development and in-service programs.
 - 15.3.5.3 Supervision over designated testing programs.
 - 15.3.5.4 Coordination and/or supervision in the compiling of test data.
 - 15.3.5.5 Other unique services that would benefit the District.

- 15.4 The compensation for the contracted services is negotiable between the independent contractor and the Board. It is anticipated the compensation shall be in the range of the contractor's daily rate at the time of retirement.
 - 15.4.1 The independent contractor must obtain his/her own Workers' Compensation Insurance.
- 15.5 The unit member contractor or participant is not entitled to sick leave, vacation benefits, health and welfare benefits, or the grievance procedure as the District's regular employees.
- 15.6 Applications for participation in this program must be made to the Superintendent in writing ninety (90) calendar days prior to the effective date of resignation.
- 15.7 As independent contractors, they will be responsible for their own Social Security.

ARTICLE 16

TEACHER SAFETY

- 16.1 Pursuant to Education Code section 48910 a unit member may suspend, for good cause, any pupil from his/her class for the day of the suspension and the day following. The unit member shall immediately report the suspension to the principal of the school and send the pupil to the principal for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher, parent, or guardian so requests. The pupil shall not be returned to the class from which he was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

The provisions of Education Code section 48900, et seq., shall apply to the grounds and processes for administrator initiated suspensions and expulsions. A unit member may request a conference with the appropriate administrator to discuss the outcome of any teacher initiated suspension of his/her student(s) pursuant to 16.1 above.

- 16.2 A copy of the District's Discipline Policy shall be available to all unit members prior to the opening day of school.
- 16.3 Unit members shall immediately report threats of assault or cases of assault and/or battery suffered by unit members in connection with their employment to the principal or his/her designee who shall take appropriate action, reporting the incident to the police. The Superintendent shall receive such notification.
- 16.4 The provisions of this Article pertain to related duties that involve students.
- 16.5 Neither the District nor the unit member shall knowingly violate the provisions of the California Occupational Health and Safety Act or the California Fire Code.
- 16.6 Unit members shall not be required to work under unsafe or hazardous conditions as so declared by competent authority. Said unsafe and hazardous conditions would endanger the health, safety, or well-being of the unit member.
- 16.7 The District shall provide and maintain a two-way public address communications system in each room so that unit members can make immediate contact with the office when the need arises, as well as to provide a means whereby the teacher can be contacted from the office.

ARTICLE 17

Leaves

17.1 Sick Leave

17.1.1 Each unit member shall be allowed one (1) sick leave day of absence due to illness or accident, to a member or family member, for each school month employed, not to exceed ten (10) days for any school year. Sick leave not used will be accumulated by the employee. There shall be no limitations placed upon accumulation of sick leave days.

17.1.1.1 Unit members may use sick leave to care for sick members of their immediate family, (due to illness, injury or surgery). The immediate family is defined to include both the employee's and spouse/domestic partner's parents, grandparents, children, grandchildren, brother and sister, son-in-law, daughter-in-law or any relative living in the immediate household of the employee.

17.1.2 After five (5) consecutive days of absence, a unit member may be required to provide a Doctor's verification of illness or injury.

17.1.3 After ten (10) or more days of absence in one school year, a unit member may be required to provide a Doctor's verification of illness or injury.

17.1.4 The Superintendent may also require a verification of the extent of the disability through a physical examination of the employee by a physician approved by the District.

17.2 The Certificated Absence Report Form (effective on July 1, 2016*) shall be used by unit members. (Appendix C)

17.3 Differential Leave

17.3.1 After all sick leave of the unit member has been used and additional long term absence is necessary for the same illness or injury, the unit member shall receive the difference between his/her own salary and the amount paid a substitute at the current Certificated Substitute Salary Schedule, or would have been paid a substitute if one had been hired, up to a total of five (5) school months. If the school year terminates before the five (5) month period is exhausted, the unit member may take the remaining balance in a subsequent school year.

17.4 Personal Necessity Leave

17.4.1 A unit member may elect to use up to 10 days of accumulated sick leave for reasons of personal necessity leave. Personal necessity leave includes, but is not limited to:

17.4.1.1 Accident involving the unit member or property of the unit member or the person or property of a member of his/her immediate family.

17.4.1.2 Death or serious illness of a member of the immediate family. Leave herein granted shall be exclusive of any leave granted under bereavement leave and shall in no way reduce the amount of bereavement leave to which the unit member is otherwise entitled.

17.4.1.3 Appearance in court as a litigant or as a witness under official orders not brought about by the connivance or misconduct of the unit member. The unit member who is subpoenaed should ask for the subpoena fee and mileage. The subpoena fee shall be turned over to the District.

17.4.1.4 Funerals for individuals other than the immediate family.

17.4.1.5 Graduations or weddings in the immediate family.

17.4.1.6 Emergency home or vehicle repairs.

17.4.1.7 Unit members may take partial days, if the principal determines class coverage is available, to attend school functions of a unit member's child.

17.4.1.8 From the allotted ten (10) days of sick leave per school year, unit members may take two (2) days per school year as "PN-II" leave. No site administrator is to require a unit member to explain verbally or in writing how a unit member utilizes his/her PN-II leave. When possible, the unit member will precede the use of PN-II leave with notice to the site administrator. These days may not be used on non-student-attendance-staff-work days, or immediately before or after holiday recesses, or during the first and last ten (10) days of the work year.

17.4.2 Use of personal necessity days for reasons other than those set forth in 17.4.1.1 through 17.4.1.7, shall be with prior administrative approval from the personnel services department.

17.4.3 Personal Leave with Differential Pay: Unit members may be granted two (2) days of differential pay per year. Differential pay is defined as the difference between the substitute daily rate and the unit member's daily rate. Such differential pay days may not be accumulated. Requests for differential pay must be submitted to the Superintendent for approval at least one week in advance of the request.

17.5 Judicial Leave

17.5.1 Unit members will be provided leave for regularly called jury duty or to appear as a witness in court, other than as a litigant, for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date as a witness.

17.5.2 Unit members who are on "Telephone Alert" shall notify the Principal of that circumstance and continue regular duties. If called for jury duty the unit member shall immediately notify the office of the school and a substitute shall be provided. Upon return, unit members shall submit a copy of proof of appearance with their Certificated Absence Report/Request for Leave form.

17.5.3 The unit member, while serving jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury duty except mileage.

17.6 Active Reserve Participation and Military Leaves

17.6.1 These leaves shall be granted in accordance of the provisions of the appropriate code sections of the California Code. (Reference: Education Code Section 13530 to 13552; Mil. & Vet. Code 389.295.4)

17.7 Bereavement Leave

17.7.1 A unit member shall be granted a leave of absence not to exceed three (3) days for under three hundred (300) miles or four (4) days if three hundred (300) miles or more, or six (6) days if out of state travel is required, on account of death of a member of the immediate family of the employee.

17.7.2 Such leave shall be with full pay, and such leave shall not be deducted from any leave provided by law or by the District.

17.7.3 If additional absence is required for such purpose, the District may grant additional absence.

17.7.4 The immediate family in this section is the same as defined in 17.1.1.1.

17.8 Political Activity Leave

17.8.1 A unit member seeking an extended leave of absence for campaigning or office holding shall apply for such leave in writing.

17.8.2 Leave of absence shall be granted for a definite period of campaigning. If the candidate is not elected, s/he shall return to his/her position within ten (10) days.

17.8.3 Leave granted for the period of holding political office, because of the wide variance of the demands on time, shall be arranged on an individual basis.

17.8.4 Leave of absence without pay for political activities will be granted upon proper request and mutual agreement.

17.8.5 Such persons, while on leave, may be employed by the District to perform part-time service for such compensation as may be mutually agreed upon.

17.9 Association Leave

17.9.1 Association representatives will be given days of paid leave in accordance with Article 11.10 and 11.15 of this Agreement.

17.10 Professional Growth and Professional Activity Leave

17.10.1 Leave may be granted at the discretion of the Superintendent for attendance at:

17.10.1.1 Distinctly professional meetings of educational groups at which the District must be represented.

17.10.1.2 In-service training, classroom visitations, or similar events which are deemed of sufficient value for the District to authorize an employee or employees to attend.

17.10.1.3 Travel expenses may also be allowed for the purpose of such attendance within the limits of budget provisions. Any compensation derived from other sources through such activity shall be turned over to the District.

17.11 Industrial Accident and Illness Leave (Workers' Compensation)

17.11.1 Industrial accident or illness leave shall commence on the first day of absence.

17.11.2 When a unit member is absent from his/her duties on account of an industrial accident or illness, s/he shall be paid such portion of the salary due to him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under statutory provisions of the Labor Code, will result in a payment to him/her of not more than his/her full salary. Full salary is defined in Education Code section 44984(4) (B).

17.11.3 A unit member shall be entitled to such leave not to exceed sixty (60) days.

17.11.4 During any paid leave of absence the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial

accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for the payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

17.11.5 In the event that disability continues past the last working day of the fiscal year during which time the unit member is not normally receiving a salary, the unit member shall discontinue endorsing his/her disability checks over to the District. These temporary disability checks shall become the sole property of the disabled employee.

17.11.6 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 the physician determines that there has been such recovery. However, paragraph 17.1.4 above applies to return to work.

17.11.7 An industrial accident or illness as used in this Article means an injury or illness whose cause can be traced to the performance of services for the District.

17.11.8 The District's report of an industrial accident or illness shall be kept on file in the Business Office.

17.11.9 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 industrial accident or illness.

17.11.10 Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless authorized by the Board to travel outside the state.

17.12 Temporary Disability Leave for Anticipated Disability Absence: (Such as non-emergency surgery)

17.12.1 The length of absence, including the date on which the disability leave shall commence, and the anticipated date upon which the unit member will be able to resume duties, shall be determined by the employee's physician and the employee and such determination shall be submitted to the District Superintendent as soon as the need for such disability leave is determined. It shall be understood that the anticipated date of return is in no way binding upon the employee since such conditions of health may change. The physician shall provide specific information as to the condition and nature of the disability and the District Superintendent may request additional statements by physicians. Sick leave pursuant to Article 17.1

17.12.2 Temporary Disability Leave: Relating to Pregnancy, Miscarriage, and Childbirth

17.12.2.1 Unit members are entitled to use sick leave as set forth in 17.1 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness and medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing but shall be limited to those disabilities as set forth above.

17.12.2.2 The length of disability leave preceding childbirth, including the date on which the disability leave shall commence, shall be determined by the physician and the employee and such determination shall be submitted to the District Superintendent as soon as the need for such disability leave is determined. The Superintendent may require a verification of the extent of the disability through a physical examination of the employee by a physician approved by the District.

17.12.2.3 The length of disability leave following childbirth shall be no longer than six (6) weeks. If the leave extends beyond the standard six (6) weeks the Superintendent may require a verification of the extent of the disability through a physical examination of the employee by a physician appointed by the District.

17.12.2.4 During the first three- (3) months of the leave of absence the unit member may continue receiving fringe benefits; however, after the first three-(3) months of the leave, the unit member must pay any or all of the premiums.

17.13. Child Bonding Leave: The new law allows districts to restrict “total bonding time to 12 weeks total” combined for both father and mother should they both work in the same district.

17.13.1 Employees may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee’s child, or the placement of a child with the employee in connection with the employee’s adoption or foster care of the child as provided by the California Family Rights Act (CFRA). When both parents are employees of the District, the employees are jointly entitled to 12 total weeks.

17.13.2 For mothers, the 12 week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

17.13.3 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave.

17.13.4 Pursuant to Education Code section 44977.5, if an employee exhausts his/her accumulated sick leave prior to expiration of the 12 week child bonding leave, s/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12 week period.

17.14 Sabbatical Leave

17.14.1 Eligibility for Sabbatical Leave

17.14.1.1 Sabbatical leaves under this Section may be granted at the discretion of the District.

17.14.1.3 Sabbatical leaves must be preceded by at least seven (7) consecutive years of service, all of which have been served as a regular full-time certificated employee in the Cambrian School District. Service of at least seventy-five (75%) percent of the teaching days in each year count as a full school year. Any year in which the applicant has served some days, but failed to serve seventy-five (75%) percent of the teaching days shall not be counted as an interruption in the seven (7) consecutive year period.

17.14.2 Extent and Distribution of Leaves

17.14.2.1 The number of certificated employees absent on sabbatical leave at any one time shall not exceed four (4) percent of the number of certificated employees.

17.14.2.2 Reasonable effort shall be made to include teachers who plan to return to the classroom.

17.14.2.3 Sabbatical leaves shall coincide with the school year, unless approved by the School Board.

17.14.2.4 Sabbatical leaves may be granted for the school year, for one (1) semester, or for consecutive semesters during the school year.

17.14.2.5 Every employee being granted a sabbatical leave shall agree in writing to render a period of service to the District following the return from the sabbatical which is equal to twice the period of leave.

17.14.3 Compensation while on Sabbatical Leave

17.14.3.1 Compensation while on sabbatical leave shall be in accordance with the provisions of the Cambrian School District salary schedule in effect during the period of the leave.

17.14.3.2 Compensation during sabbatical leave shall be fifty (50%) percent of the full salary for which the employee would have been eligible during the period of leave. The District shall deduct normal retirement and other contributions.

17.14.3.3 Employees who desire to receive salary allowance while on sabbatical leave must furnish a suitable bond indemnifying the District for any salary paid the employee during the period of the sabbatical leave in the event the employee fails to return to render twice the period of the leave of service to the District following the termination of sabbatical leave; or, in the event the employee fails to satisfactorily carry out the program of study or the itinerary of the trip approved.

17.14.3.4 Employees who do not desire to furnish a bond and receive salary while on sabbatical leave shall be paid in accordance with the business department's procedure in two equal annual installments as follows:

17.14.3.4.1 At the end of the period equal to the term of the leave the employee's return to duty, the business department shall release the first installment upon receipt of a Board of Trustees resolution authorizing the payment of said installment and including the affirmative statement to the effect that the employee has completed one year of service and fulfilled all other legal requirements.

17.14.3.4.2 At the end of the second period equal to the length of the leave, a similar procedure shall be followed authorizing payment of the second and final statements.

17.14.3.4.3 While on sabbatical leave, a unit member shall be eligible for any of the other leaves of absence enumerated in this Article. In the case of a paid leave, the teacher may use such leave and be reimbursed at his regular hourly rate for all unused Sabbatical Leave at the expiration of such leave.

17.14.4 Purpose of Sabbatical Leave

17.14.4.1 Sabbatical leaves are intended for certificated personnel who have as their primary purpose the maintenance or improvement of skills required of them in their position. Sabbatical leaves are specifically approved in the Education Code of the State of California, "for the

purpose of permitting study or travel by said employee who will benefit the schools and pupils of the District.”

- 17.14.4.2 All activities for which leaves are granted must be planned in consultation with the Superintendent. Any changes in such plans must be approved in advance by the Superintendent.
- 17.14.4.3 The following activities will be considered appropriate. They are listed in order of general preference, although the needs of the particular staff member applying for leave will be considered in each case.

- 17.14.4.3.1 Formal Graduate Study

- A minimum of thirty (30) units of credit will be required for full-year leaves and the appropriate fraction will be required for half-year leaves. The study may be in courses for which formal college credit is granted.

- Content of courses in order of preferences:

- 17.14.4.3.1.1 Certificated employee’s field of work in the Cambrian School District.

- 17.14.4.3.1.2 Closely related fields.

- 17.14.4.3.2 Independent research undertaken in consultation with the Superintendent.

- 17.14.4.3.3 Writing of a Doctoral Thesis if related specifically to needs of the Cambrian School District.

17.14.5 Granting of Leave

- 17.14.5.1 First consideration will be given to that sabbatical leave plan, which involves greatest self-improvement and greatest benefit to the school system. A secondary consideration will be the seniority of the staff member applying for leave.
- 17.14.5.2 Leaves will not be granted for the purpose of engaging in gainful occupation or for the purpose of studying for a trade or another profession.
- 17.14.5.3 Applicants for leave will be screened by a panel of three members consisting of:

17.14.5.3.1 The Superintendent or his designee.

17.14.5.3.2 Two nominees of the Cambrian District Teachers Association. The

members of this panel shall establish the rules and procedures for objectively screening applicants. If the screening committee does not approve the application for leave, the applicant may seek an interview with the panel to determine the reasons for disapproval of the application.

17.14.6 Application Procedure for Sabbatical Leave

17.14.6.1 Sabbatical leave applications must be submitted to the office of the District Superintendent no less than six (6) months preceding the commencement of the semester or year that sabbatical is desired. Notice of acceptance or rejection of such application shall be furnished to the applicant no less than four (4) months preceding the commencement of the semester or year that sabbatical leave is desired.

17.14.6.2 The applicant must append to the application form a copy of the proposed study, special project, or travel itinerary.

17.14.6.3 The applicant's proposed program should meet the following requirements:

17.14.6.3.1 Sabbatical leave for study: The unit requirements are exclusive of any correspondence courses. Course work shall be taken in an institution accredited by the National Council for Accreditation of Teacher Education.

17.14.6.3.2 Sabbatical leaves for special projects: The applicant shall submit a detailed outline of the proposed project for review. This detailed outline shall include the following: Objectives, methods of conducting the project, resource persons, materials and agencies or institutions, audio visual materials for classroom use, project completion dates for sub-portions and proposed method of preparing final report with bibliography upon completion of leave.

17.14.6.3.3 Sabbatical leaves for travel: Employees on sabbatical leave shall remain in travel status for at least four (4) and one-half (1/2) months for each semester of leave granted. The outline of the

proposed travel should include a statement of the objectives and a detailed description of the itinerary.

- 17.14.6.3.4 Combinations of the above: Detailed descriptions of the proposed program, which would have a load factor equal to any of the three possibilities, listed above.

17.14.7 Reports required During the Sabbatical Leave

- 17.14.7.1 With the approval of the leave by the Board of Trustees a report shall be filed with the District Superintendent periodically as set by the screening panel. Included in the report should be the following information: current address of the person on leave; brief report on progress of study and places visited and any difficulties encountered which might delay completion of the program.

17.14.8 Final Report upon Return from Sabbatical Leave

The final report shall include the following:

- 17.14.8.1 Official transcripts of any college courses taken for credit.
- 17.14.8.2 A detailed description of the project with explanation of how proposed objectives were achieved, itinerary, resource individuals, materials and agencies or institutions, audiovisual aide developed during the leave, method of relating project to classroom instruction or other educational position, and bibliography. A description of the trip will not satisfy the requirements.

17.14.9 Effect upon Salary and Retirement

- 17.14.9.1 Effect of leave on salary increment: sabbatical leave shall constitute regular service for an equal period of the leave for salary increment purposes.
- 17.14.9.2 Effect of leave on retirement benefits: Certificated personnel on sabbatical leave shall receive full-time service credit for the period of such leave upon payment of contributions in accordance with the provisions of Section 13997 of the Education Code of the State of California.

17.14.10 Failure to Complete Requirements

17.14.10.1 When a certificated employee enters into an agreement with the District for purposes of a sabbatical leave this shall be considered in the nature of a binding contract.

17.14.10.1.1 Payment of a salary of one whom had not met requirements would be considered a gift of public funds.

17.14.10.1.2 Specific requirements are spelled out in the Education Code of the State of California. These statutes have the full force and effect of law.

17.14.10.1.3 These officially adopted rules and regulations of the District also have the full force and effect of law.

17.14.10.2 In the event a certificated employee on sabbatical leave is unable to continue with the proposed program as outlined in unit member's application, member shall notify the Superintendent by registered United States mail within forty-eight (48) hours. The notice should explain in detail the nature of the difficulty and the intent of the person on leave in regard to continuing the program.

17.15 Leaves of Absence not Compensated

NOTE: Any unit member given leave under this provision shall notify the District prior to March 1st of his/her intention to return. Failure to do so will be taken as notice that the employee does not intend to return and the position will be open. At least ten (10) days before the notice is due the Superintendent will remind the employee of his/her obligation by registered letter.

17.15.1 Professional Improvement Leave

17.15.1.1 Leave for professional improvement of acceptable nature may be granted. Professional improvement of an acceptable nature shall be defined as:

17.15.1.1.1 Study in accredited institutions of higher learning.

17.15.1.1.2 Travel.

17.15.1.1.3 Service in organizations such as Teacher Corps, Peace Corps and VISTA.

17.15.1.1.4 Acceptance of temporary teaching assignment in other districts, states or countries.

17.15.1.1.5 Professional work, such as research or writing.

17.15.2 All requests for such leave shall be submitted to the Superintendent. The Superintendent will forward all requests, together with his/her recommendations, to the Board of Trustees for action. All requests shall be evaluated solely on the basis of the value of the employee's proposed activity in terms of service to the District and/or the profession.

17.15.3 Full experience credit for salary and all other purposes shall be granted for leaves allowed under this provision, except Sections 17.15.1.1.2 and 17.15.1.1.3.

17.15.4 Such leave shall be granted for not more than one (1) year but such period may be extended at the discretion of the Board.

17.15.5 These leaves are non-compensated.

17.16 Child Rearing, Adoption Leave (Non-Compensated)

17.16.1 Leaves of absence from duty beyond that leave set forth in paragraph 17.13 above shall be granted for any unit member of the District adopting or rearing a child. Such leave may be requested for a period up to two (2) years. The leave will commence upon the employee's receiving de facto custody of said child, or earlier if necessary. Child adoption leave shall not be considered pregnancy leave. The unit member may have the option to pay health premiums while on child adoption-rearing leave.

17.17 Personal Leave (Non-Compensated)

17.17.1 Permanent employees may be granted, at the discretion of the District, a leave of absence without pay for personal reasons. Such leaves may be for a period of up to one or two years and may be extended at the discretion of the District.

17.17.2 Provisions for notice to return shall be the same as those governing leaves for professional improvement. The teachers may opt to pay for health and dental benefits if permitted by the carrier.

17.18 Health Leave

17.18.1 Any unit member of the District may, at the discretion of the District, be granted a leave of absence without pay for reasons of health (physical or mental). Such leave shall be specified for a period of not less than one (1) semester nor more than one (1) year. Such leave may be extended at the discretion of the District.

17.18.2 Provisions for notice to return shall be the same as those governing leaves for professional improvement. The District may, at its discretion, require a written statement from a physician certifying the unit member's ability to return to duty.

17.19 Sick Leave Pool

17.19.1 Any unit member who has contracted a catastrophic illness and who has exhausted his/her accrued sick leave and one-hundred (100) day differential pay, shall at his/her option be allowed to apply for up to fifty (50) days of sick leave from a sick leave pool. Requests for days from the Pool must be made in writing to the Committee (see Article 17.19.3).

17.19.1.1 Catastrophic shall mean any debilitating accident or illness, (e.g., cancer, heart attack) that has left the unit member unable to perform his/her normal duties as a certificated employee of the bargaining unit.

17.19.1.2 Unit members using days granted to them from the Sick Leave Pool might not accrue any other leave provided by this Agreement or by law.

17.19.1.3 Leave from the Pool may not be used for illness or disability that qualifies a unit member for workers' compensation benefits.

17.19.2 Each bargaining unit member on an annual basis may at his/her option contribute from one (1) – five (5) days of his/her accrued sick leave to a pool of sick leave days upon request from the Committee (see Article 17.19.3). The Committee will request donations once it has approved an individual's request.

17.19.3 The number of days obtained from the pool shall be at the discretion of a "Sick leave Pool" Committee composed of two (2) CDTA officers and two (2) employees designated by the District. The Committee's duties are:

17.19.3.1 Receiving leave requests.

17.19.3.2 Verifying the validity of requests.

17.19.3.3 Approving or denying requests.

17.19.3.4 Communicating the Committee's decisions to affected unit members and the District.

17.19.3.5 Soliciting donations of sick leave from eligible unit members as needed.

17.19.4 The committee shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.

17.19.5 Donations are irrevocable, and cannot be returned to unit members.

17.19.6 Unused days remaining in the Sick Leave Pool shall carry over from year to year and will be assigned at the discretion of the Committee.

17.19.7 If the Sick Leave Pool has insufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the unit member any funds whatsoever.

17.20 Family Care Leave

17.20.1 The District shall comply with the California Family Rights Act of 1991, as amended, and the federal Family and Medical Leave Act of 1993. Notice of commencement of either state or federal family care leave shall be given by the District. Under the law, unit members are entitled to twelve (12) workweeks of unpaid family care leave per 12-month period. In general, "family care leave" means leave because of (1) the birth of a child of a unit member, (2) the placement of a child with a unit member in connection with the adoption or foster care of a child/step child of a unit member, (3) leave to care for a parent, spouse or a child who has a serious health condition, or (4) due to a serious health condition of the employee that prevents the employee from working.

17.20.2 In accordance with the federal law, the District shall pay the unit member's regular health and benefits contributions for up to 12 workweeks during the 12-month period. The District may recover the District's contributions if the unit member fails to return from leave, except if the reason is the continuation, recurrence, or onset of a serious health condition or something else beyond the unit member's control.

17.20.3 The District shall respond to any unit member's questions regarding eligibility for Family Care Leave, including representation by the Association if requested by the employee.

17.20.4 Certificated employees who work at least 60% or more of an FTE assignment shall be eligible to request Family Care Leave.

17.20.5 Eligible employees who request this leave shall determine when the leave will begin.

17.21 Military Family Care Leave

- 17.21.1 The District shall comply with the provisions of the Family and Medical Leave Act of 1993 as amended by the H. R. 4986 for the purpose of Military Family Care Leave.

ARTICLE 18

TEACHER RESPONSIBILITIES REGARDING SUBSTITUTES

- 18.1 The unit member shall have the right to request his/her own substitute.
- 18.2 The unit member shall have the right to request that a substitute not be assigned to his/her class.
- 18.3 The unit member shall notify the school before the end of the day his/her class is dismissed, that the unit member will return the next day.
- 18.4 The cost of the substitute will be borne by the unit member if she/he fails to call in to cancel the substitute and both the unit member and substitute are present to teach the same class.

ARTICLE 19

STATUTORY CHANGE

- 19.1 Improvements in unit member benefits that are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.
- 19.2 Reduction or elimination of teacher benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate for the purpose of restoring such benefits in this Agreement.
- 19.3 The District recognizes the Elementary and Secondary Education Act (ESEA/"No Child Left Behind" legislation). Specifically, Section 1116 (d) states, "Nothing in this Section 20 U.S.C. Section 631 (d), shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school or school site employees under federal, state, or local laws (including applicable regulations or court orders) or under the terms of collective bargaining agreements, memoranda

ARTICLE 20

AGREEMENT PROVISIONS

- 20.1 If any provision of the Agreement or any application thereof to any unit member is held by the highest court of the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 20.2 Should a provision or application be deemed invalid, as described in 21.1 the Board shall re-institute any benefit reduced or eliminated to extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

ARTICLE 21

MAINTENANCE OF BENEFITS

- 21.1 The Board shall not reduce or eliminate any benefits or professional advantages that were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

ARTICLE 22

NO STRIKE, NO LOCKOUT

- 22.1 The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement; the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Association members or other persons covered by this Agreement.

ARTICLE 23

SUPPORT OF AGREEMENT

- 23.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the District will support this Agreement for its term.

ARTICLE 24

EFFECT OF AGREEMENT

- 24.1 It is understood and agreed that the terms of this Master Contract shall prevail over current district policies, administrative regulations and procedures. In the absence of specific provisions in this Agreement, district policies, regulations and procedures not covered by the express terms of this Agreement, shall not be subject to the grievance procedure of this Master Contract.

ARTICLE 25

TERM

- 25.1 Three year term (July 1, 2016 through June 30, 2019). Article 6 Benefits and Added Compensation automatically reopened. Two (2) additional Articles may be reopened by each party, 2017-18 and 2018-19. Article 7.3 Wednesday Early Release shall be negotiated during the 2017-18 year and shall not be considered one of the two (2) reopened Articles only for 2017-18.

Upon timely notification and during the processes of negotiations this Agreement shall remain in effect until the succeeding agreement has been duly ratified by both parties to the Agreement.

ARTICLE 26

MISCELLANEOUS PROVISIONS

- 26.1 Within thirty (30) days of ratification of the Agreement by both parties herein, the Board shall have sufficient copies prepared and delivered to the Association for distribution of each unit member in the District. The District shall print and collate said Agreement.
- 26.2 The provisions of this agreement shall be interpreted by both parties in a reasonable manner. Rules that are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE 27

PROFESSIONAL ACCOUNTABILITY

- 27.1 An employee in the bargaining unit may be disciplined by the District for good cause. The term “discipline” shall include, but not be limited to, such action as suspension without pay, loss of extra compensation, involuntary transfer or involuntary change in assignment, but shall not include dismissal. A verbal and/or written reprimand will normally precede a discipline. The term “discipline” specifically does not include adverse or negative evaluations, warnings, written or oral reprimands, directives and the implementation of district policies or other articles in the collective bargaining agreement such as the denial of any leave.
- 27.2 Cause for Disciplinary Action
 - 27.2.1 Repeated and unexcused tardiness.
 - 27.2.2 Willful refusal or failure to perform regular assigned duties.
 - 27.2.3 Conviction of any criminal act involving moral turpitude or the illegal use of drugs.
 - 27.2.4 Disorderly or immoral conduct while on the school site or at a school related activity where children are included.
 - 27.2.5 Violation of any lawful order by their building administrator, assistant superintendent, or superintendent.

- 27.2.6 Insubordination as defined in Black's Law Dictionary.
 - 27.2.7 Intoxication while on duty.
 - 27.2.8 Damage to district property due to negligence or willful act.
- 27.3 Procedures to be followed prior to the Implementation of Disciplinary Action.
- 27.3.1 Prior to the taking of discipline, the Superintendent or his designee shall give written notice to the employee. A copy of the notice will also be mailed to the Exclusive Representative for the bargaining unit. This written notice of proposed disciplinary action shall be served by mail or personal delivery to the employee at least ten (10) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to act immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth (10th) calendar day following the date written notice was served.
 - 27.3.2 The written notice of proposed disciplinary action shall be served on the employee by registered or certified mail or by personal service. Service by certified or registered mail shall be deemed complete on the date of mailing. The contents of the written notice shall include the following:
 - 27.3.2.1 A statement identifying the District.
 - 27.3.2.2 A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.
 - 27.3.2.3 The specific disciplinary action proposed and effective date(s).
 - 27.3.2.4 The cause(s) or reason(s) for the specific disciplinary action proposed.
 - 27.3.2.5 A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
 - 27.3.2.6 A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of ten (10) calendar days following the date the written notice was served.
 - 27.3.2.7 A statement that the employee, upon request, is entitled to appear personally before the Superintendent or his designee regarding the matters raised in the written notice prior to the end of ten (10) calendar days following the date the written notice was served. At

such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.

- 27.3.2.8 Unit members shall have the right to be accompanied by counsel and/or an Association representative or other person of his/her choice at the meeting with the Superintendent. At this meeting the unit member and/or his/her representative shall be granted a reasonable opportunity to make any representations and/or to offer any evidence relevant to the case.
- 27.3.2.9 The unit member shall be given paid release time to attend the above mentioned meeting if held during the school year.
- 27.3.2.10 The procedure of this discipline provision, not the substantive judgment concerning the imposition of discipline or the extent of the penalty, will be subject to review under the grievance and arbitration provisions of this Agreement.
- 27.3.2.11 Pursuant to Government Code 3543.2(b), professional accountability may include a suspension without pay for up to fifteen (15) days per occurrence.

ARTICLE 28

SCHOOL CALENDAR

- 28.1 The length of the school term, unless otherwise provided for in this Agreement, shall be one hundred eighty-five (185) days for members of unit plus one (1) additional day for new teachers. The calendar shall only be established after mutual agreement with the Association. The calendar shall include one hundred eighty (180) days of student instruction, five (5) days of pre-service or in-service for regular teachers, and six (6) days of pre-service or in-service for new teachers. Every effort shall be made to complete the calendar no later than May 15th of the school year (s) preceding the effective dates of such calendar(s). The Board shall make every effort to adopt the school calendar no later than June 1st.
- 28.2 For the 2015-16 school year, in addition to the length of the school term set out in 28.1, the District shall schedule one mandatory Common Core professional development training day. The attendees shall be paid his/her per diem rate for attendance.

ARTICLE 29

PROFESSIONAL GROWTH

Opportunities may be provided for the development of increased competence beyond that which they may attain through the performance of their assigned duties.

29.1 The following areas qualify for professional growth credit.

29.1.1 Classroom Visitations

29.1.1.1 To grow as a professional, certificated personnel should have the opportunity to observe other teacher's classroom programs, both within and outside the Cambrian School District. Each certificated person may be given the opportunity to apply to be released for three (3) days during the school year for the purpose of observing in another room or school.

29.1.1.2 Teachers must apply to their principal to be released and the application will be handled on a first-come schedule with consideration given to the funds and the availability of substitute teachers.

29.1.2 Workshops and Conferences

29.1.2.1 To grow as a professional, each teacher would have the opportunity to attend conferences and workshops. The Cambrian School District encourages such participation by:

29.1.2.1.1 Providing classroom coverage for the duration of the conference or workshop.

29.1.2.1.2 Reimbursing expenses for fees and transportation, (IRS accepted rate) plus a per diem allowance for other expenses such as accommodations.

29.1.2.2 To qualify for benefits/units for workshops or conferences, certificated personnel must:

29.1.2.2.1 Submit a request to attend a workshop or a conference not less than two (2) weeks in advance to the Superintendent or to his/her designee.

29.1.2.2.2 Include a brochure or advertisement describing the workshop or conference.

- 29.1.2.2.3 Receive approval from the Superintendent or his/her designee to attend the conference or workshop not less than two (2) days before the day of the conference or workshop.
 - 29.1.2.2.4 Submit an itemized statement, with receipts, to receive reimbursement. Every attempt will be made to reimburse within four (4) weeks.
 - 29.1.2.2.5 Unless otherwise specified units will be applied to the salary schedule if the District pays for the class registration fee.
 - 29.1.2.2.6 No credit will be given for advancement on the salary schedule for attending workshops, conferences, or training during the school day.
- 29.1.2.3 Requests will be handled on a first-come basis and upon probable benefits for the children in the Cambrian School District.
- 29.1.3 Correspondence Courses
- 29.1.3.1 All correspondence courses must be taken from a recognized college or university and must be approved in advance by the Superintendent. Only upper division and graduate courses will be credited.
- 29.1.4 Credit for Student Teachers
- 29.1.4.1 Credit for student teachers will be given at the rate of one (1) unit per student teacher. No more than three (3) units may be earned in any three- (3) year period. Credit may be granted for no more than two (2) student teachers per year.
 - 29.1.4.2 Financial reimbursement at unit dollar rate to the teacher allowed by the state college system.
- 29.1.5 District Sponsored Workshops
- 29.1.5.1 Professional growth credit may be earned through participation in district sponsored workshops outside the regularly assigned work year.
 - 29.1.5.2 Such unit credit awarded must be submitted to the Superintendent for prior approval.

29.1.6 Credit for an Activity Not Described

29.1.6.1 Any number of the certificated staff who believes s/he should receive credit for an activity not described in the foregoing statement may submit a request for credit with a description of the activity for which professional growth credit is desired to the Superintendent.

29.2 Continuing Education Units (CEU's)

29.2.1 The Superintendent shall apply the standard of one (1) semester unit being equal to fifteen (15) hours of class meeting time. Credit will be given for the exact amount of hours as stated in the printed class description. Classroom hours may be carried forward. For instance, if twenty (20) classroom hours were specified for a course, five (5) hours would be carried forward since only fifteen (15) are needed for one (1) semester unit.

29.2.2 Continuing education units taken from an accredited college or university will be treated the same as if the units are a part of the official transcript of the college, and:

29.2.2.1 The units can be applied to a credential or degree granted by the college.

29.2.2.2 The degree or credential is recognized by the State of California.

29.2.3 In order to get credit for Continuing Education Units (CEU); teachers may submit a request for credit to the Superintendent for advanced approval. The request must be accompanied by a brochure or advertisement describing the course.

29.2.4 The District has agreed to apply units for certain Continuing Education Units to the District salary schedule, even though the unit member has not signed up for university credit, provided requirements regarding the course and a district employees participation have been met. The requirements that have been established are:

29.2.4.1 An accredited college or university is offering Continuing Education Units (CEU's) for the course the employee has completed.

29.2.4.2 The employee was in regular attendance and completed all of the requirements the college or university has established for granting of the units.

29.2.4.3 The instructor of the course signs an affidavit attesting to 29.2.4.1 and 29.2.4.2 above granting of the units.

29.2.5 Unit members may receive credits for completion of course work taken through the Ed. Tech Center.

29.3 Guidelines

29.3.1 All professional growth credit is figured in terms of semester units.

29.3.2 No more than the equivalent of fifteen (15) semester units may be credited for professional growth in any school year by course study or credit earned in other ways. This is in accordance with the District policy of limiting salary advancement to no more than one step for any year. Credit earned in other ways includes workshops and student teacher supervision. People completing more than fifteen (15) units in one year may apply them to the following year for professional growth credit. No grade lower than ‘C’ will be granted professional growth credit.

29.3.3 Credit will be given in the following ways.

29.3.3.1 College Credit: Upper Division and Graduate Levels

Automatic credit will be given for all courses taken in upper division and graduate levels from accredited schools if courses are applicable to teaching.

29.3.3.1.1 Credit for courses from non-accredited school or organization and extension courses will be subject to prior approval obtained from the Superintendent on a form obtained from his/her office.

29.3.3.2 Lower Division Courses:

29.3.3.2.1 Credit for lower division courses will not be granted unless prior approval has been obtained from the Superintendent on a form obtained from his office.

29.4 Procedures for Requesting Professional Growth Credit

- 29.4.1 In order to be granted professional growth credit for activities described in Section 29.1.1 through 29.1.6 the applicant must submit a request to the Superintendent on a form supplied by the District office.
- 29.4.2 The Superintendent has three (3) working days after receiving the form to either approve or not approve the request.
- 29.4.3 In the event the request has been disapproved, the applicant has the right to appeal the decision to the Professional Growth Committee. The final decision shall be made by the Professional Growth Committee. Judgments will be based upon criteria established in this Article.

29.5 Professional Growth Committee

- 29.5.1 A Professional Growth Committee consisting of three (3) members shall be established. Two (2) members shall be appointed by the Association with one (1) teacher representing K-5, one (1) representing 6-7-8, and one (1) member that shall be appointed by the Superintendent.

ARTICLE 30

DISMISSAL OF PROBATIONARY EMPLOYEES DURING THE SCHOOL YEAR

30.1 Application

This procedure applies to the dismissal during the school year of certificated employees whose probationary period commenced during or after the 1984-85 school year.

30.2 Notice of Dismissal

A Notice of Dismissal shall be given by the Superintendent or the Superintendent's designee at least thirty (30) calendar days prior to the effective date of such action and no later than March 15 of the employee's second probationary year.

The Notice of Dismissal shall include a statement of reasons for such action and notice of the opportunity to appeal. In the event of a dismissal for unsatisfactory performance, copies of all Cambrian School District's "Evaluation Report" – Form A, and "Final Evaluation Report" – Form B, shall accompany this notice.

30.3 Service of Notice

The written Notice of Dismissal shall be served on the employee (respondent) by registered or certified mail or by personal service. Service by mail shall be deemed complete on the date of mailing.

30.4 Grounds for Dismissal

30.4.1 Unsatisfactory performance determined by the Cambrian School District Evaluation System.

30.4.2 Any one or more of the causes set forth in Education Code Section 44932.

30.5 Request for Hearing

The employee shall file a written request for hearing within fifteen (15) calendar days of receipt of the Notice of Dismissal. Filing means receipt in the Superintendent's office no later than the regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing and the board of Trustees shall terminate the employee without a hearing.

30.6 Conduct of Hearing

- 30.6.1 Whenever a hearing is requested, the Board of Trustees shall preside.
- 30.6.2 An attorney shall be hired by the School District to attend the hearing in order to rule on questions of admissibility of evidence and advising the District on matters of law.
- 30.6.3 Oral evidence shall be taken under oath or affirmation.
- 30.6.4 Each party shall have the right to call and examine witnesses, introduce exhibits, cross-examine witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party called the person to testify and to rebut the evidence against the person. If the respondent does not testify in his/her own behalf he/she may be called and examined as if under cross-examination.
- 30.6.5 The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
- 30.6.6 The hearing shall be transcribed by a court reporter.
- 30.6.7 The employee may, but need not be, represented by counsel and/or the Cambrian District Teachers' Association/CTA/NEA at all these procedures.
- 30.6.8 The District shall pay the costs of the court reporter and the attorney.
- 30.7 The Decision of the Board of Trustees
- The decision of the Board shall be in writing and shall state the finding of fact and determinations of the issues.
- 30.8 Service of Decision
- The decision of the Board of Trustees shall be served to the respondent by registered or certified mail or by personal service.

Intent: This form guides the conversation between the teacher and evaluator focusing on the teacher's continuous improvement on the CSTP Continuum.



Individual Professional Goals

Based on *California Standards for the Teaching Profession*

Temp _____ Prob 1 _____ Prob 2 _____ Perm _____
PIP included _____

Name: _____ Principal: _____ School: _____ Date: _____

<p>Content Area Focus:</p> <p>Overarching Professional Goal: Impact on Student Learning:</p>	<p>The teacher and the evaluator will agree on three of the six standards (below) for focus based on self-reflection on the CSTP Continuum. Teachers are evaluated on all six standards.</p> <p><i>Teachers participating in an Induction Program:</i> While developing your Individual Learning Plan, think about how you can integrate these goals with your induction work.</p>
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<p>CSTP 1: Engaging and Supporting All Students in Learning Supporting Goal:</p> <p>Plan/Action Steps:</p> <p>Evidence:</p>	<p>CSTP 2: Creating and Maintaining Effective Environments for Student Learning Supporting Goal:</p> <p>Plan/Action Steps:</p> <p>Evidence:</p>	<p>CSTP 3: Understanding and Organizing Subject Matter for Student Learning Supporting Goal:</p> <p>Plan/Action Steps:</p> <p>Evidence:</p>
<p>CSTP 4: Planning Instruction and Designing Learning Experiences for All Students Supporting Goal:</p> <p>Plan/Action Steps:</p> <p>Evidence:</p>	<p>CSTP 5: Assessing Students for Learning Supporting Goal:</p> <p>Plan/Action Steps:</p> <p>Evidence:</p>	<p>CSTP 6: Developing as a Professional Educator Supporting Goal:</p> <p>Plan/Action Steps:</p> <p>Evidence:</p>

Add Approval date

APPENDIX "A"

California Standards for the Teaching Profession

Engaging and Supporting All Students in Learning	Creating and Maintaining Effective Environments for Student Learning	Understanding and Organizing Subject Matter for Student Learning
<p>1.1 Using knowledge of students to engage them in learning</p> <p>1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests</p> <p>1.3 Connecting subject matter to meaningful, real-life contexts</p> <p>1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</p> <p>1.5 Promoting critical thinking through inquiry, problem solving, and reflection</p> <p>1.6 Monitoring student learning and adjusting instruction while teaching</p>	<p>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</p> <p>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</p> <p>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</p> <p>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students</p> <p>2.5 Developing, communicating, and maintaining high standards for individual and group behavior</p> <p>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</p> <p>2.7 Using instructional time to optimize learning</p>	<p>3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</p> <p>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter</p> <p>3.3 Organizing curriculum to facilitate student understanding of the subject matter</p> <p>3.4 Utilizing instructional strategies that are appropriate to the subject matter</p> <p>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</p> <p>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content</p>
Planning Instruction and Designing Learning Experiences for All Students	Assessing Students for Learning	Developing as Professional Educators
<p>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</p> <p>4.2 Establishing and articulating goals for student learning</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</p> <p>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</p>	<p>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction</p> <p>5.3 Reviewing data, both individually and with colleagues, to monitor student learning</p> <p>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction</p> <p>5.5 Involving all students in self-assessment, goal setting, and monitoring progress</p> <p>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning</p> <p>5.7 Using assessment information to share timely and comprehensible feedback with students and their families</p>	<p>6.1 Reflecting on teaching practice in support of student learning</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development</p> <p>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning</p> <p>6.4 Working with families to support student learning</p> <p>6.5 Engaging local communities in support of the instructional program</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all students</p> <p>6.7 Demonstrating professional responsibility, integrity, and ethical conduct</p>

Standard One: Engaging and Supporting All Students in Learning

	UNSUCCESSFUL Practice Does Not Meet Standards	BEGINNING/ NEEDS IMPROVEMENT Practice Partially Meets Standards	SUCCESSFUL Practice Meets Standards	INTEGRATING/ EXEMPLARY Practice Exceeds Standards	INNOVATING Practice Exceeds Standards
1.1 Using knowledge of students to engage them in learning.	Does not make effective use of data provided by the school and/or through district assessments to engage students in their learning.	Minimally gathers and uses data provided by the school and/or through district assessments to learn about individual students.	Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.	Uses data from multiple measures to make adjustments to instruction and meet individual identified learning needs.	Uses comprehensive knowledge of students to make ongoing adjustments and accommodations in instruction.
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.	Makes little or no use of prior knowledge, culture, backgrounds, life experience, and interests represented among students.	Uses some gathered information about students' prior knowledge, cultural backgrounds, life experiences, and interests to minimally support student learning.	Uses school resources and family contacts to expand understanding of students' prior knowledge, cultural backgrounds, life experiences, and interests to connect student learning.	Integrates broad knowledge of students and their communities to inform instruction.	Develops and systematically uses extensive information regarding students' cultural backgrounds, prior knowledge, life experiences, and interests.
1.3 Connecting subject matter to meaningful, real-life contexts.	Uses little or no real-life connections during instruction as identified in curriculum.	Uses some real-life connections to subject matter in single lessons, or sequence of lessons to support student understanding.	Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community.	Integrates connections to meaningful, real-life contexts in planning subject matter instruction and is responsive during instruction to engage students in relating to subject matter.	Engages students in actively making connections to relevant, meaningful, and real-life contexts throughout subject matter instruction.

Adapted from West ED & CA Department of Education
Add Adopted Date

APPENDIX "C"



CAMBRIAN CERTIFICATED OBSERVATION SUMMARY FORM

Name:	Grade:
School Site:	Subject:

Pre-Conference Date: _____ Observation Date: _____ Post-Conference Date: _____	Area of Focus and/or Focus Questions: _____ CONTENT STANDARD: _____
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Summary of Lesson:

Comments and Commendations:

Recommended actions for continuous improvement:

Teacher’s signature acknowledges receipt of this observation form only. It does not necessarily indicate agreement. Teacher may submit a written response to be attached and forwarded to the Personnel Department within ten days of signing date.

Administrator Signature

Date

Teacher Signature

Date

Copies to: Teacher, Principals, Personnel File



CERTIFICATED EVALUATION FORM

Employee: _____ School: _____ Grade: _____

Employee Status: ____ Temporary ____ Probationary I ____ Probationary II ____ Permanent

Evaluator: _____ Date: Mid-Year _____ End-of-Year _____

1. Engaging and Supporting All Students in Learning

Elements
<ul style="list-style-type: none"> Using knowledge of students to engage them in learning Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests Connecting subject matter to meaningful, real-life context Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs Promoting critical thinking through inquiry, problem solving, and reflection Monitoring student learning and adjusting instruction while teaching

Overall Rating on Standards #1		UNSUCCESSFUL	BEGINNINGS/NEEDS IMPROVEMENT	SUCCESSFUL	INTEGRATING/ EXEMPLARY	INNOVATING	
	MID YEAR						
	END						

Mid-Year Reviews:

Commendations:

Recommendation:



CERTIFICATED EVALUATION FORM

2. Creating and Maintaining Effective Environments for Students Learning

Elements
<ul style="list-style-type: none"> Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe Creating a rigorous learning environment with high expectations and appropriate support for all students Developing, communicating, and maintaining high standards for individual and group behavior Employing, classroom routines, procedures, and norms and supports for positive behavior to ensure a climate in which all student scan learn Using instructional time to optimize learning

Overall Rating on Standards #2		UNSUCCESSFUL	BEGINNINGS/NEEDS IMPROVEMENT	SUCCESSFUL	INTEGRATING/ EXEMPLARY	INNOVATING
	MID YEAR					
	END					

Mid-Year Reviews:

Commendations:

Recommendation:



CERTIFICATED EVALUATION FORM

3. Understanding and Organizing Subject Matter for Students Learning

Elements

- Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- Organizing curriculum to facilitate student understanding of subject matter
- Utilizing instructional strategies that are appropriate to the subject matter
- Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- Addressing the needs of English learners and students with special needs to provide equitable access to the content

Overall Rating on Standards #3		UNSUCCESSFUL	BEGINNINGS/NEEDS IMPROVEMENT	SUCCESSFUL	INTEGRATING/ EXEMPLARY	INNOVATING
	MID YEAR					
	END					

Mid-Year Reviews:

Commendations:

Recommendation:

Add Approval Date

APPENDIX "E"



CERTIFICATED EVALUATION FORM

4. Planning Instruction and Designing Learning Experiences for All Students

Elements

- Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- Establishing and articulating goals for student learning
- Developing and sequencing long-term and short-term instructional plans to support student learning
- Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Overall Rating on Standards #4		UNSUCCESSFUL	BEGINNINGS/NEEDS IMPROVEMENT	SUCCESSFUL	INTEGRATING/ EXEMPLARY	INNOVATING
	MID YEAR					
	END					

Mid-Year Reviews:

Commendations:

Recommendation:

Add Approval Date

APPENDIX "E"



CERTIFICATED EVALUATION FORM

5. Assessing Students for Learning

Elements
<ul style="list-style-type: none"> • Applying knowledge of the purposes, characteristics, and uses of different types of assessments • Collecting and analyzing assessment data from a variety of sources to inform instruction • Reviewing data, both individually and with colleagues, to monitor student learning • Using assessment data to establish learning goals and to plan, differentiate, and modify instruction • Using available technologies to assist in assessment, analysis, and communication of student learning • Using assessment information to share timely and comprehensible feedback with students and their families

Overall Rating on Standards #5		UNSUCCESSFUL	BEGINNINGS/NEEDS IMPROVEMENT	SUCCESSFUL	INTEGRATING/ EXEMPLARY	INNOVATING
	MID YEAR					
	END					

Mid-Year Reviews:

Commendations:

Recommendation:

Add Approval Date

APPENDIX "E"



CERTIFICATED EVALUATION FORM

6. Developing as a Professional Educator

Elements

- Reflecting on teaching practice in support of student learning
- Establishing professional goals and engaging in continuous and purposeful professional growth and development
- Collaborating with colleagues and the broader professional community to support teacher and student learning
- Working with families to support student learning
- Engaging local communities in support of the instructional program
- Managing professional responsibilities to maintain motivation and commitment to all students
- Demonstrating professional responsibility, integrity, and ethical conduct

Overall Rating on Standards #6		UNSUCCESSFUL	BEGINNINGS/NEEDS IMPROVEMENT	SUCCESSFUL	INTEGRATING/EXEMPLARY	INNOVATING
	MID YEAR					
	END					

Mid-Year Reviews:

Commendations:

Recommendation:

Add Approval Date

APPENDIX "E"



CERTIFICATED EVALUATION FORM

MID YEAR

Teacher's signature acknowledges receipt of this midyear evaluation form only. It does not necessarily indicate agreement. Teacher may submit a written response to be attached and forwarded to the Personnel Department within ten days of signing date.

Administrator Signature

Date

Teacher Signature

Date

Copies to: Teacher, Principals, Personnel File

END-OF-YEAR

Teacher's signature acknowledges receipt of this end-of-year evaluation form only. It does not necessarily indicate agreement. Teacher may submit a written response to be attached and forwarded to the Personnel Department within ten days of signing date.

Administrator Signature

Date

Teacher Signature

Date

Copies to: Teacher, Principals, Personnel File

Add Approval Date

APPENDIX “E”



FINAL SUMMARY EVALUATION

Employee: _____ School: _____ Grade: _____ Date: _____

Comments:

Commendations:

Recommendations:

OVERALL

<u>UNSUCCESSFUL</u> Practice Does not Meet Standards	<u>BEGINNING/NEEDS IMPROVEMENTS</u> Practice Partially Meets Standards	<u>SUCCESSFUL</u> Practice Meets Standards	<u>INTEGRATING/EXEMPLARY</u> Practice Exceeds Standards	<u>INNOVATING</u> Practice Exceeds Standards
--	--	--	---	--

An overall rating of “does not meet standards” is considered an unsatisfactory evaluation. The District is obligated to provide a written description of the unsatisfactory performance to the teacher and endeavor to provide assistance as required by Article 10, Performance Improvement Plan (PIP), of the CDTA Collective Bargaining Agreement.

If a teacher with permanent status receives an overall rating of “does not meet standards” on the final evaluation that includes does not meet standards ratings in any of the areas marked after two unsuccessful evaluations the teacher must participate in the PAR Program as required in Article 10 of the CDTA Collective Bargaining Agreement.

Teacher’s signature acknowledges receipt of this final evaluation form only. It does not necessarily indicate agreement. Teacher may submit a written response to be attached and forwarded to the Personnel Department within ten days of signing date.

Administrator Signature

Date

Teacher Signature

Date

Copies to: Teacher, Principals, Personnel File

Add Approval Date

APPENDIX "F"



CAMBRIAN SCHOOL DISTRICT
Addendum to Formal Evaluation Summary
Certificated Performance Improvement Plan (PIP)

Teacher's Name: _____ School: _____ Grade/Subject: _____

Evaluator: _____ Date: _____

Date of Initiation: _____ Date of Completion: _____

Improvement Plan:

<u>STANDARDS/ELEMENTS:</u>	<u>Assistance Opportunities & Timeline</u>	<u>Verification of Completion:</u>

The unit member is responsible for satisfactory performance. Merely completing improvement activities may not demonstrate target behavior.

Comments: _____

Evaluator's Signature

Date

Evaluatee's Signature

Date

Add Approval Date

APPENDIX "F"

TENTATIVE AGREEMENT

Between

THE CAMBRIAN SCHOOL DISTRICT

And

THE CAMBRIAN DISTRICT TEACHERS' ASSOCIATION/CTA/NEA

The parties have met and agreed upon the following tentative agreement for the 2018-2019, 2019-2020, and 2020-2021 years. The parties have agreed to amend the current District-CDTA collective bargaining agreement as follows:

1. Article 6: Benefits and Added Compensation:

The 2018-2019 salary schedule shall be increased by two percent (2%) across the board retroactive to July 1, 2018.

2. Article 6: Benefits and Added Compensation:

The 2019-2020 salary schedule shall be increased by three percent (3%) across the board, subject to subparagraphs 2.1-2.3 below:

2.1 The 2019-2020 salary schedule increase of three percent (3%) is contingent upon the final State adopted budget STRS employer contribution rate equal to or less than 16.7%.

2.2 If the final State adopted budget employer contribution is more than 16.7%, then 1% of the 3% salary schedule increase is deferred to July 1, 2020.

2.3 If the final State adopted budget employer contribution is lower than 16.7%, the District-CDTA teams will meet to discuss potential compensation based upon the difference between proposed 16.7% and final STRS employer contribution rate.

3. Article 6: Benefits and Added Compensation:

The health benefit cap set forth in Article 6, paragraph 6.2 shall be increased by \$300 to \$14,400, effective July 1, 2019.

4. Article 6: Benefits and Added Compensation:

A new subparagraph 6.8.6 will add a \$1,000 annual stipend for unit members possessing a special education credential, and who utilize that credential in their assignment with the District that school year. The stipend will be paid-out in the June paycheck at the end of the school year. The remaining subparagraphs will be renumbered.

5. The parties agreed to incorporate a Memorandum of Understanding dated May 7, 2018 into Article 7.3 of the Agreement with the modification that the article 7.3 applies to all teachers Preschool-8th grade. The parties also agreed to additional changes in Article 7. A copy of the revised Article 7 is Attachment 1.

6. The parties specifically agreed to amend Article 7.1.2 to now state as follows:

Article 7.1.2: To meet the requirements of AB 119, the Association may meet, at their discretion, with first year new employees during the 186th new employee orientation workday. The meeting shall be immediately following the lunch break and may be up to 30 minutes in length. The District shall meet all other requirements of AB 119, including, but not limited to, providing the information concerning new and continuing employees and orientations, on the time schedules set out in AB 119.

7. The parties also agreed to the following specific language in Article 7.11, which replaces current language:

Article 7.11: Itinerant unit members' instructional schedules shall be taken into account when arranging yard duty assignments on days when they travel to more than one site for student contact. On those days, the time for yard duty for these particular personnel shall be decided after mutual agreement with the site administrator has been reached. On non-travel days, these members shall be part of the supervision and/or yard duty schedule in accordance with 7.2.4. Student contact days for itinerant teachers shall begin on the second day of instruction for the school year. Student contact days will end on the third to last day of school, to allow two (2) non-student contact days at the end of the school year.

8. The parties also agreed to certain language changes in Article 9 Staffing Ratio and Class Size, a copy of which is Attachment 2. The parties also agreed to a related Memorandum of Understanding with respect to SDC preschool caseload.

9. The parties agreed to amend Article 10, Evaluation. A copy of the amended Evaluation Article 10, with all approved form changes, is Attachment 3.

10. Article 25: Term:

In paragraph 25.1, the term of the Agreement is extended to June 30, 2021. Each party may re-open Article 6 and one (1) additional article of the Agreement for the year 2020-2021.

11. Other than these changes set forth in this Tentative Agreement the remainder of the Agreement remains status quo.

12. The parties acknowledge that this tentative agreement is subject to ratification by the Governing Board of Trustees and CDTA membership.

Attachments:

DWK DMS 3408161v1

D. Camille Cando, Superintendent

(District)

6.5.19

Date

Carolyn E. Sull

(Association)

CDTA lead negotiator

06/05/19

Date

David C. Win, CDTA Pres.

(Association)

6/5/19

Date

- 1 Revised Article 7
2. Changes in Article 9 Staffing Ratio and Class Size
3. Amended Evaluation Article 10

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CAMBRIAN SCHOOL DISTRICT
AND
THE CAMBRIAN DISTRICT TEACHERS' ASSOCIATION**

The Cambrian School District ("District") and the Cambrian District Teachers' Association ("CDTA") during negotiations held on May 31, 2019 agreed to the following one-year Memorandum of Understanding ("MOU") as follows:

1. SDC preschool caseloads shall not exceed 15 pupils allowing for teacher discretion concerning student placement in the AM/PM sessions.
2. SDC preschool unit members with an IEP caseload above 15 pupils shall be paid a stipend of 10 dollars per day for each day and for each student exceeding 15, but not to exceed three thousand dollars (\$3,000) per school year. An IEP caseload above seventeen (17) requires permission from the unit member.
3. This Memorandum of Understanding will be in effect for the 2019-20 school year.

Date: 6.5.19

By: D. Carrie Andrews
Dr. Carrie Andrews
Superintendent, Cambrian School District

Date: 06/05/19

By: Carolyn E. Sull
Title: Lead negotiator
Cambrian District Teachers' Association

6/5/19

David C. Win
CDTA Pres.