

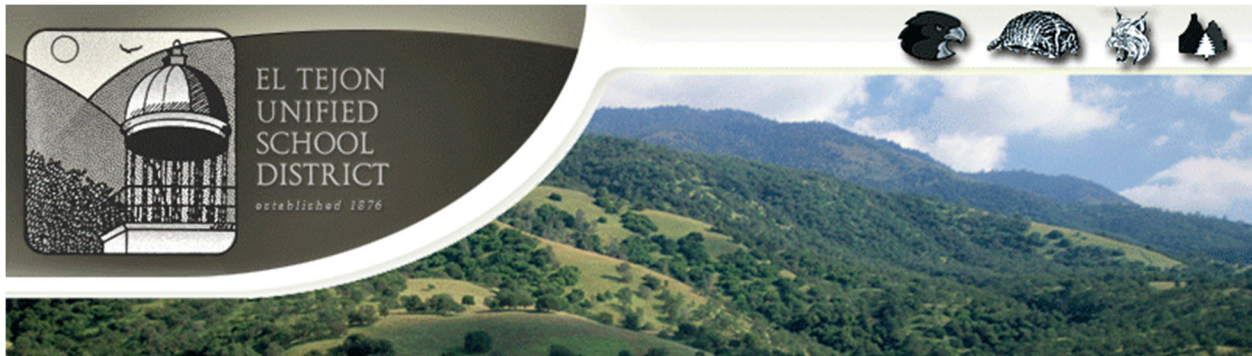
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

EL TEJON UNIFIED SCHOOL DISTRICT

AND

EL TEJON TEACHERS ASSOCIATION/CTA/NEA



JULY 1, 2025– JUNE 30, 2028

(JUNE 2026)

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ARTICLE I INTRODUCTION

A. This Article and the provisions contained herein constitute a bilateral and binding Agreement by and between the **El Tejon Unified School District** ("District") and the **El Tejon Teachers Association/CTA/NEA** ("Association" or "Exclusive Representative"), an employee organization.

B. This Agreement is entered into pursuant to §§3540-3549 of the Government Code (hereinafter referred to as the "Act").

ARTICLE II RECOGNITION

The District recognizes the Association as the Exclusive Representative of bargaining unit members including teachers and counselors as specified in the 1976 unit description submitted to the Public Employment Relations Board.

ARTICLE III SALARY

A. The Certificated Salary Schedule for the 2025-2026 school year is attached to this Agreement as Appendix A and reflects a two and one-half (2.5) increase over the 2024-2025 Certificated Salary Schedule. For the 2025-2026 school year, stipends will be increased by two and one-half (2.5%) and paid in accordance with the 2025-2026 Extra Duty Stipend Schedule (Appendix B). The longevity stipend will increase the same as the salary schedule in subsequent years.

The Certificated Salary Schedule for the 2026-2027 school year is attached to this Agreement as Appendix A-1 and reflects a two (2.0%) increase over the 2025-2026 Certificated Salary Schedule. For the 2026-2027 school year, stipends will be increased by two (2.0%) and paid in accordance with the 2026-2027 Extra Duty Stipend Schedule (Appendix B-1).

In addition to the on-schedule increase for the 2025-2026 school year, unit members will receive a one-time two percent (2.0%) lump sum off-schedule salary bonus. The off-schedule bonus will be based on the 2025-2026 Certificated Salary Schedule.

In addition to the on-schedule increase for the 2026-2027 school year, unit members will receive a one-time three percent (3.0%) lump sum off-schedule salary bonus. The off-schedule bonus will be based on the 2026-2027 Certificated Salary Schedules.

1. For each of the school years encompassed by this Agreement, column movement shall be granted to those teachers who qualify.

2. A stipend of \$1,500.00 shall be provided for teachers with a Master's Degree from an accredited institution.

3. Notice of intent to qualify for a higher class must be filed with the District by May 1 of each year. All work must be completed and verified by the following September 1. Except for pass-fail courses, courses shall not be eligible for salary credit unless a grade of "C" or higher is earned.

a. Each teacher shall be responsible for:

Obtaining prior approval of course work from the District using the Course Request Form attached as Appendix C.

Verifying completion of all course work by submitting transcripts.

Filing a request for change in salary classification on a timely basis each time a change is due.

b. A teacher shall not enroll in or receive salary schedule credit for more than 15 approved semester hours of course work during the designated school year. The Superintendent may grant an exception to the 15-unit limitation for extraordinary circumstances on a non-precedential, case-by-case basis. There is no limit on the number of approved semester hours of course work that may be taken during the summer, except that a teacher may not advance more than two columns on the salary schedule per year.

c. Course work shall be at the 300 designation level or higher or any course work for achieving or maintaining a credential (i.e., CLAD or NCLB). A request for salary schedule credit for a lower division course may be made to the Superintendent. The Superintendent will be neither arbitrary nor capricious when making the final determination on a non-precedential, case-by-case basis.

4. Unless specifically agreed to by the District and the Association, all dollar amounts set forth on the Salary Schedule (excluding the master's degree and the "Non-Matrix Hourly Rate") shall be based on the salary indicated in Column I, Step 1 of the Salary Schedule.

5. A high school teacher who accepts a regular teaching assignment in lieu of a scheduled preparation period shall receive one-seventh of his or her salary for each semester of the assignment.

B. Time spent in unpaid leave status shall not count toward advancement on the salary schedule.

Summer Session Stipend

C. The stipend paid to teachers (regular and special education) for summer session shall be set forth on Appendix A. The stipend shall be prorated for less than 20 days of service.

Hourly ROP and Voc.Ed. Teachers

D. A part-time employee who holds an ROP or Voc.Ed. credential and who provides instruction exclusively in an ROP or Voc.Ed. assignment shall be compensated at the ROP/Voc.Ed. hourly rate set forth on Appendix A. The compensation shall include payment for the preparation time set forth in Article V, paragraph D.4.

Extra Duty Pay

E. The District will determine if extra duty assignments are to be made during the school year. If such assignments are made, compensation will be as specified in this Agreement. Notices of vacant extra duty positions will be posted at each site.

Applications from certificated employees will be considered prior to filling a vacant extra duty position with a person who is not in the bargaining unit.

1. Payment: Except by approval of the Principal, coaches must hold a minimum of three practices per week, including competition with other schools. The number of interscholastic contests shall be determined by the Principal. If coaches have fulfilled the obligation of collecting uniforms and turning in an inventory of equipment and uniforms and a list of students who lost equipment or uniforms, the District will pay those assigned to sports the month following the conclusion of the season. The District will pay those assigned to other duties in two equal sums by December 15 and April 15. Should employees share an extra duty assignment, the amount paid shall be divided between/among those employees.

2. School-Site Allocation: Each school site shall receive an annual allocation of \$3,000.00 for stipend or other use as determined by mutual agreement between the Principal and certificated staff at the site.

3. Hourly Rate: The hourly rate for assigned committee work or instruction-related assignments shall be \$40.00.

F. Substitute Class Coverage: If the District is unable to obtain the services of a substitute teacher and must redistribute the students from the absent teacher's class to other classrooms, the impacted teacher or teachers shall be paid the amount that would have been paid to a substitute, on a pro rata basis. A teacher who accepts an assignment to substitute during his or her regular preparation period shall be compensated at the "Non-Matrix Hourly Rate" per period substitution.

G. Grade Span Adjustment: The TK-3 school site average class enrollment shall be Grade Span Adjustment plus 2. If after the start of the semester the teacher has more than 24 students for 10 consecutive days, the teacher will receive a stipend of \$500.00 per semester that the class enrollment exceeds 24 students. The payments will be made in December for the first semester and in April for the second semester.

ARTICLE IV HEALTH AND WELFARE BENEFITS

The District will cover the increase cost of the following benefit plans:

A. For the 2025-2026 and 2026-2027 benefit plan years, the District will pay the SISC Composite Rate Premium for each eligible employee and their eligible dependents for the following health and welfare benefits package:

- SISC III Blue Cross - PPO Plan 90G (\$20.00 copay) with Rx (\$9 Generic/\$35 Brand)
- Delta Dental Plan - DD 1000, A100/1000

Eligible employees may select the Anthem Dental (DHN 4000; Ortho 2000). Employees selecting the Anthem Dental will be responsible for any premium above the District's contribution for the Delta Dental Plan (DD 1000, A100/1000).

- Vision Service Plan - VSP A \$10
- Life Insurance –The District will provide the full cost of a \$20,000 employee only Life Insurance Plan offered through SISC.

A part-time employee who is assigned to half-time (50%) or more of a regular full-time assignment is eligible for a prorated District contribution for the benefits specified in this paragraph.

B. Teachers who fulfill their contract and separate from the District at the end of the school year shall be entitled to health, dental, and vision benefits through August 31 of that year.

C. No in-lieu payments or contributions to programs other than those which the District provides above shall be paid by the District for any teachers who elect not to subscribe to the benefits provided by this Article.

Golden Handshake

D. A certificated employee who was hired by the District prior to January 1, 1996, may apply to receive "credit for additional service years" as provided by Education Code §44929. The District may, but is not required to, provide the benefits of this paragraph to any teacher who is hired on or after January 1, 1996. If the employee satisfies all of the conditions of Education Code §22714 resulting in a net cost savings to the District, the District shall purchase two additional service years on behalf of the retiring employee.

Retired Employee Benefits

E. The District agrees to make a medical insurance contribution for a teacher who has at least 15 years of combined service to this District and the El Tejon Union School District and who retires under STRS between the ages of 55 and 65. The contribution will cease when the teacher has become eligible for Medicare.

The contribution shall be equal to the two party rate for a retired employee who is married or has a registered domestic partner at the time of retirement and the single party rate for a retired employee who is single at the time of retirement.

Unit members initially employed on or after July 1, 2005 must have at least 20 years of continuous service to the District and retire between the ages of 60 and 65 in order to be eligible to the foregoing provisions. The contribution will cease when the unit member has become eligible for Medicare.

Medicare Supplement Insurance

F. The District agrees to make a contribution toward the Medicare Supplement insurance for each retired teacher who has become eligible for Medicare, subject to the following:

The teacher must have worked for this District and the El Tejon Union School District for a combined total of 25 years and must have retired from this District directly into the State Teachers Retirement System.

The teacher must have maintained membership in the District's medical insurance program for one year prior to retiring. If the teacher has not reached age 65 at the time of retirement, the teacher must maintain membership and eligibility in the District's medical insurance program until reaching age 65.

The teacher must enroll in both Medicare A and B if eligible for both. Failure to enroll and maintain enrollment in Medicare A and B will terminate the District's obligation under this paragraph.

The contribution shall be equal to the single rate for a single retired teacher and the two-party rate for a retired teacher who is married or has a registered domestic partner at the time of retirement.

G. This benefit shall apply only to a bargaining unit member who was hired prior to July 1, 2008. An employee who is otherwise eligible for this benefit shall not forfeit eligibility due to a break in service resulting from a layoff and subsequent return to District employment.

Limited Survivor Benefits

H. The District agrees to provide the surviving spouse and eligible dependent(s) of any deceased teacher with the health and welfare benefit contribution which had been made on behalf of the teacher for a period of three months following the death of an active teaching employee, as long as such practice is allowed by the health and welfare benefit provider(s).

I. Any premium increase that is agreed to by the District in a successor Collective Bargaining Agreement is an additional liability to the District budget and is therefore a part of the total compensation package.

ARTICLE V HOURS

Workday

A. Teachers shall be on duty and shall perform assigned tasks as directed by the District. The length of the teacher's workday, including academic/ preparation/ counseling time, lunch and relief periods, and time required before and after school, shall not exceed seven hours and 25 minutes per day. The usual schedule shall be from 7:45 a.m. until 3:10 p.m. The District, at its discretion and to meet the transportation needs of the District, may vary the starting and ending times of instructional minutes at the different sites.

Lunch Period

B. All teachers shall be assigned a duty-free, uninterrupted lunch period which shall not be less than 45 minutes (35 minutes at the high schools) except as the lunch period may be shortened by emergency, inclement weather, minimum day, in-service day, or other special day schedule as determined by the District administration.

Instructional Minutes

C. Instructional time with students shall be as follows:

<u>Grade Level</u>	<u>Annual Average</u>
Kindergarten	43,200 minutes
Grades 1-3	52,200 minutes
Grades 4-6	55,800 minutes
Grades 7-8	56,700 minutes
Grades 9-12	64,800 minutes

Preparation Time

D. TK-8 teachers shall receive a minimum of 150 minutes for preparation each week, except when assigned yard duty.

Each full-time high school teacher shall have an assigned preparation period that is equivalent to one regular teaching period per day, equalized over a two-week period.

1. Each part-time high school teacher shall have one scheduled preparation period for each six assigned teaching periods per full school week. The District, at its sole discretion, may compensate a part-time teacher for his or her preparation period in lieu of scheduling the period.

2. Teachers who are assigned to alternative school programs do not have scheduled preparation periods and do not receive in lieu compensation.

Each hourly ROP and Voc.Ed. teacher shall be compensated for one preparation period for each six assigned teaching periods per week. If an employee under this provision is assigned to teach more than one class and there is a break of one or more class periods between assignments, compensation for a preparation period shall be on the basis of one per five assigned teaching periods per week.

E. The District shall establish one (1) modified day per week for collaboration time/professional development.

Class Composition

F. Certificated personnel may discuss with site administration the composition of classes for the subsequent school year.

G. The site administrator will notify the Association president prior to the formation of combination classes. In forming a combination class, careful consideration will be given to the composition of the students including classroom behavior, Special Education needs, English Language Learner needs, and the ability to work independently.

Extra and Co-curricular Duties

H. The District shall be entitled to require a teacher to engage in extra, co-curricular, and adjunct duties as part of or beyond the regular workday for which the teacher shall receive no additional compensation.

1. Such duties for TK-8 teachers shall include, but not be limited to, bus, playground, recess, or sidewalk duty. Teachers will not be assigned to these duties in excess of 100 minutes per four school weeks.

2. At Frazier Mountain High School, school event supervision duties for which employees do not receive pay shall be limited to four per year. If the assignments total 12 hours before four school events, the employee's obligation will have been met.

- a. Only one duty per year may be on a Friday.

- b. Only one duty per year may be on a weekend (Saturday or Sunday).

- c. There will be no duties on the Saturday or Sunday of a three-day weekend.

- d. Administration may request volunteer sign-up beyond the limits in this paragraph at the hourly rate set forth in Appendix A.

3. For all employees, such duties shall include up to five faculty meetings and up to three staff development meetings per school year, not to exceed one hour beyond the normal workday. Such duties also shall include attendance at the following special evening meetings:

Open House (does not apply to high school);

Back-to-School;

Christmas Program (does not apply to high school);

Graduation (junior high school teachers/high school teachers)

Work Year

I. Each returning teacher shall receive tentative notice of his or her grade level and subject area assignment for the subsequent school year by the last day of the school year for students.

1. Teachers shall be on duty a maximum of 183 days.

2. Teachers in their first year of service to the District shall be on duty a maximum of 184 days.

3. There are a total of three (3) non-instructional days. Two (2) days will be at the beginning of the school year as follows: one (1) teacher directed day and one (1) District directed day. The third day shall be at the end of the school year. Teachers new to the District shall have an additional day at the beginning of the school year which will be District directed.

4. In the event that more than five (5) weather/emergency days are used, the District agrees to apply to the state for a waiver.

a. The application will be submitted in time to appear on the first applicable State Board of Education agenda.

b. A copy of the waiver will be provided to the Association President within one week of submission to the state.

5. In the event that the state does not grant the waiver for the weather/emergency days, ETTA and the District will meet and negotiate the placement of the required workdays.

J. The work year may be modified by the Superintendent if it is necessary to maintain 180 days of student instruction.

Minimum Days

K. The District will operate on a minimum day schedule as set forth below. On prescheduled minimum days, students will be released at least 60 minutes early. Minimum days are:

1. First and last day of school.
2. Up to five parent conference days which are scheduled on days when students attend classes. The schedule on parent conference days is a modified minimum day schedule.
3. Up to three scheduled evening activities. On a day when there is a scheduled evening program, teachers will have an early release following student dismissal. The staff and site Principal may mutually determine a day to be designated for early release in lieu of the day of the activity.
4. The day before Thanksgiving Recess and the day before Winter Recess.
5. Graduation day.

L. The District will establish a weekly minimum day for District and school-wide training and PLC-related, collaborative and individual planning. Staff development meetings will not be held during the first and last weeks of school. Staff development meetings will normally be held as follows:

1. One week per month: District directed meeting.
2. One week per month: Principal directed meeting.
3. Remaining weeks per month: Teacher directed PLCs.
4. The District will provide quarterly notice of the specific dates for Administrative directed meetings.

Summer Session Work Hours

M. For summer session teachers, the total work hours per day shall be four hours and 45 minutes. Under normal circumstances, a teacher who accepts a summer school position shall receive tentative notification of his or her assignment at least one week prior to the beginning of the summer school session.

ARTICLE VI LEAVES OF ABSENCE

Sick Leave

A. Every full-time regular teacher shall be entitled to 10 days of sick leave for each year of employment.

1. A teacher may use accumulated sick leave at any time during the school year for accident, illness, or quarantine.

a. Unused sick leave shall accrue from school year to school year.

b. The District shall provide each teacher with a written statement of accumulated and credited sick leave for the current school year no later than October 1.

2. Sick leave shall be taken on an hourly basis in units of one hour for any absence from assigned duties. Teachers shall normally contact the District prior to 6:00 a.m. on the date of absence.

3. When the absence is to be longer than one day, the teacher must notify the District of his or her intention to return by 2:30 p.m. on the workday prior to the day of return.

4. Each female teacher shall be entitled to use her accumulated sick leave and extended sick leave, if necessary, on the same basis provided for any other illness or injury, for the period of time she is required to be absent by reason of physical incapacity due to pregnancy or childbirth, or conditions related thereto.

a. The period of leave, including the date upon which the leave shall begin, shall be determined by the teacher and her physician.

b. A statement from the teacher's doctor as to the beginning date of the leave shall be filed with the Superintendent. This date shall be based upon the teacher's ability to render service in her current position.

c. The date of the teacher's return to service shall be based upon her doctor's analysis and written statement of the teacher's physical ability to render service to the District.

5. If the teacher's accumulated sick leave is exhausted within the school year, the teacher shall be entitled to extended sick leave pay for up to five school months on the following basis:

a. Upon written verification of illness or incapacity by a physician or practitioner. The amount of salary deduction in any month shall not exceed:

(1) The sum which was actually paid a substitute in the position,
or

(2) If no substitute was employed, the amount which would have been paid to a substitute had one been employed.

b. If the school year ends before the five-month period is exhausted, the balance of the five-month period is carried over to the following school year.

c. As provided by Education Code §44978.1, when the teacher exhausts the extended sick leave period, the teacher shall be placed on a re-employment list for a period of 24 months if the teacher is on probationary status, or for a period of 39 months if the teacher is on permanent status. The teacher's return to work shall be as provided by Education Code §44978.1. A teacher who has exhausted accumulated sick leave and extended sick leave may apply for Catastrophic Leave/Continuation of Pay pursuant to Education Code §44043.5.

d. The terms contained in paragraph A.5, inclusive, of this Article are not intended to expand the benefits provided by Education Code §§44977, 44978, and 44978.1.

6. The District may require a verification of illness upon utilization of sick leave. Such verification shall be a signed statement by the teacher's physician.

7. The District agrees to implement Education Code §44043.5, inclusive, which provides for the donation of sick leave credits to an employee who suffers a catastrophic illness or injury and who meets the statutory qualifications for the benefit.

8. In the event a teacher resigns or retires, the District, upon written request by the employee, will provide the State Teachers Retirement System or the succeeding school employer with a statement of the employee's accumulated leave of absence for illness or injury.

Personal Necessity Leave

B. Teachers may request to utilize up to seven days of the 10 days of sick leave allowed pursuant to this Article in cases of personal necessity.

1. Personal necessity leave shall be granted upon request for the following reasons:

- a. Death or serious illness of a member of the immediate family.
 - b. Accident involving the person or property of the teacher or the person or property of a member of the immediate family. The accident must be of such a serious nature that the immediate presence of the teacher is required.
 - c. Required appearances in court during normal work hours under official order as litigant or witness.
 - d. Up to seven days may be used for unspecified personal business.
 - e. Such other reasons as approved by the Superintendent on a case-by-case basis.
2. A teacher shall not be required to secure advance permission for leave taken for the reasons set forth in paragraphs B.1.a-b of this Article. However, in all other instances, advance written notice of the teacher's intention to take such leave shall be required.
3. Personal necessity leave may be granted upon request for that portion of the workday needed to attend to matters of compelling personal importance. Additional leave may be granted at the discretion of the Superintendent.
4. Teachers shall make a written request for permission to take a personal necessity leave, in cases other than paragraph B.2 of this Article, at least three days in advance of the day on which the personal necessity leave is intended to be taken. If the need to utilize personal necessity leave is not known to the teacher within the three-day notice requirement period, the written request shall be made as much in advance as possible. If, due to circumstances beyond the teacher's control, it is impossible to request advance permission and the teacher determines to take time off, the teacher shall give verbal notice to the Principal or Superintendent and shall file the leave request immediately upon return to duty.
- a. The Superintendent or designee shall grant or deny requests on a non-precedential basis for personal necessity leave based upon the circumstances of each case.
 - b. The request for such leave shall be on the form specified by the District, dated and signed by the teacher, and shall set forth the nature of the personal necessity involved.
 - c. If the request is granted, the time off shall be charged to the teacher in the same manner as sick leave.

Family Care and Medical Leave Act

C. As set forth in federal and state statutes, family care and medical leave is available to an employee with 12 months of paid service and at least 1,250 hours of service with the District during the previous 12 months. Except as set forth in this paragraph, family care and medical leave is an unpaid leave of absence. Family care and medical leave does not constitute a break in service and the employee remains in regular employee status with the District.

1. An employee may request unpaid family care and medical leave for up to 12 workweeks during a fiscal year for:

- a. The birth of a child of the employee, or the placement with the employee of a child in connection with adoption or foster care;
- b. The care of the employee's child, spouse, or parent who has a serious health condition; or,
- c. The employee's own serious health condition that makes the employee unable to perform the functions of the position held by the employee, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

2. An employee who requests leave to care for a child, a spouse, or a parent who has a serious health condition shall be required to submit a certificate from the health care provider.

- a. The certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall estimate the amount of time that the health care provider believes the employee needs to care for the individual requiring the care. The certificate also shall contain a statement that the affected individual's condition warrants the participation of a family member to provide care.
- b. When it is medically necessary, the leave may be taken intermittently, but in no case in increments of less than three workweeks, unless the health care provider certifies that the leave be taken in one-week increments.
- c. If additional leave time is needed after the time estimated by the health care provider expires, the employee is required to provide recertification in the same manner specified above.
- d. When the leave is for "child rearing" connected with the birth, adoption or placement of a child in foster care and both parents of the child

are employed by the District, the cumulative period of leave shall be no greater than 12 workweeks.

e. Notwithstanding any other provision of this Agreement to the contrary, an employee may elect to utilize any available accrued sick leave for the purposes set forth in paragraph C.2, inclusive.

3. An employee who requests leave for the employee's own serious health condition may be required to submit a certificate from the health care provider.

a. The certificate shall verify the date on which the serious health condition commenced and the probable duration of the condition, and shall contain a statement that the employee is or will be unable to perform the functions of the employee's position due to the serious health condition.

b. If additional leave time is needed after the time estimated by the health care provider expires, the employee is required to provide recertification in the same manner specified above.

c. The employee is required to use any available accrued sick leave for the purpose set forth in paragraph C.3, inclusive, except that the employee may request that the leave not commence until the employee has exhausted all paid sick leave and extended sick leave pursuant to paragraph A of this Article.

d. As a condition of the employee's return to work, the employee shall provide acceptable medical certification of the ability to resume the duties and responsibilities of the employee's position.

4. If an employee's need for family care and medical leave is foreseeable, reasonable advance notice shall be given. Where the need for family care and medical leave is known more than 30 days before the leave is to begin, the employee shall provide written notice to the District at least 30 days prior to the commencement of the leave.

a. Where the need for leave becomes known less than 30 days before the leave is to begin, the employee shall give written notice at least five days prior to the commencement of the leave, if possible. In such a case, the District will notify the employee of the commencement date of the leave.

b. When leave is needed for a planned medical treatment or supervision, the employee is required to make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling requirement shall be subject to approval of the health care provider.

5. An employee who is granted an unpaid family care and medical leave shall continue to be eligible for health insurance for 12 workweeks during a fiscal year at the level and under the conditions that coverage would have been provided if the employee had continued in active employment. The District is entitled to recover its contribution to the employee's health coverage if the employee fails to return from leave for reasons other than the continuation, recurrence, or onset of a serious health condition that otherwise entitles the employee to take family care and medical leave or for other circumstances beyond the employee's control.

6. For the purpose of paragraph C.1:

a. "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

b. "Parent" means a biological, foster, or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

c. "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either in-patient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider as defined by applicable law.

Bereavement Leave

D. Each teacher shall be entitled to five (5) days of paid non-cumulative leave of absence due to the death of any member of the teacher's immediate family. Each teacher shall be entitled to a maximum of one day of paid leave to attend the funeral of a relative who is not classified as a member of the immediate family, subject to verification if requested by the District.

1. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.

2. This leave shall not be deducted from sick leave.

Industrial Accident and Illness Leave

E. A teacher shall be entitled to industrial accident or illness leave for any job-related accident or illness in the amount of up to 60 days in any one fiscal year for the same accident during which the schools of the District are required to be in session or when the teacher would otherwise have been performing work for the District. Such leave shall not be cumulative.

1. Such benefits shall be in addition to other sick leave benefits, provided by the District.
2. When entitlement to this leave has been exhausted, other sick leave shall be utilized.
3. Teachers shall report all job-related injuries and illnesses to the District within 24 hours of the occurrence, regardless of whether or not medical attention is required or whether or not time is lost from work. In the event the teacher's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.
4. When a teacher employed in a position requiring certification qualifications is absent from duty because of an industrial accident or illness, the teacher shall be paid such portion of the salary due the teacher for any month in which the absence occurs as, when added to temporary disability indemnity, will result in a payment of not more than the teacher's full salary.
5. For each day that the teacher is absent and receiving Workers' Compensation payments, the District shall charge the teacher's available leave only for that portion of a day represented by the difference between the full day's pay and the amount of daily pay represented by the Workers' Compensation payment endorsed to the District.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the teacher shall be entitled to only the amount of unused leave due for the same illness or injury.
7. During any paid leave of absence, the teacher shall endorse to the District the temporary disability indemnity checks received due to the industrial accident or illness. The District, in turn, shall issue the teacher's salary and shall deduct normal retirement and other authorized contributions.

Return From Leaves

F. Upon return from pregnancy, extended sick leave, family medical leave, or industrial accident leave, the teacher shall be reinstated to the position held at the time leave was granted if the teacher returns before the end of the school year in which the leave was granted. If the teacher returns to service in a subsequent school year, an effort shall be made to reinstate the teacher to the position held at the time the leave was granted or to as nearly identical a position as possible.

Jury Leave

G. Each teacher shall be entitled to paid leave for as many days of jury/witness duty as are required of the teacher by the court. For witness duty to apply, the teacher must

be under subpoena. The teacher shall request witness fees which shall be paid to the District.

Military Leave

H. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Non-Deductible Medical Leave

I. A teacher shall be allowed up to six occurrences of non-deductible, non-cumulative medical leave per year to be used to keep medical or dental appointments which could not be scheduled outside the teacher's normal work hours. Teachers may leave after the dismissal of their students for the day. Such leave will be in addition to any other leave. Early release for such appointments shall be granted by the building principal upon at least a 24-hour notice by the teacher.

Special Education Leave

J. Teachers of regular classes who have students being considered for the special education classes will be granted release time to attend meetings pertinent to their students. The District shall provide each regular classroom teacher who provides services to individuals with exceptional needs one day of training each year relating to the needs of such individuals.

Child Bonding Leave

K. Child bonding leave will be provided to the extent required by Education Code Section 44977.5.

General Leave

L. A teacher may apply for a leave of absence on an unpaid basis. The District may, at its discretion, grant an unpaid leave to a teacher. The length of the leave, including its beginning and ending dates, shall be specified by the District.

Verification of Ability to Return to Work

M. A teacher who is absent at any time for surgery shall be required to furnish a physician's verification of the teacher's ability to return to work and render service to the District.

Immediate Family Defined

N. For the purposes of this Article, immediate family means the mother (stepmother), father (stepfather), grandmother, grandfather, or a grandchild of the employee or of the

spouse of the employee; the spouse, son (stepson, foster son), son-in-law, daughter (stepdaughter, foster daughter), daughter-in-law, brother, or sister of the employee; or any relative living in the immediate household of the teacher. Pursuant to Family Code §§297 and 297.5(a)-(c), or successor if applicable, the term “spouse” includes a registered domestic partner. An employee who claims any benefit pursuant to the term of this Agreement must have valid proof of the registered domestic partnership on file with the District.

Provisions for Fringe Benefits

O. Teachers on paid leaves of absence shall have health and welfare benefits as described in Article IV throughout the duration of the leave of absence. Teachers on unpaid leaves of absence may, as long as the practice is allowed by the insurance company, continue their health and welfare program by paying to the District the amount of money equal to the premiums for the various fringe benefits.

ARTICLE VII EVALUATION PROCEDURES

A. The provisions of this Article shall constitute the procedures to be utilized for the evaluation and assessment of the instructional performance of teachers as set forth in Education Code §44660, et seq., or their successors, commonly known as the Stull Bill.

1. The evaluation shall relate to:

- a. The progress of pupils toward the standards established pursuant to Education Code §44662(a) and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments;
- b. The instructional techniques and strategies used by the teacher;
- c. The teacher's adherence to curricular objectives; and
- d. The establishment and maintenance of a suitable learning environment within the scope of the teacher's responsibility.

2. The evaluation will concentrate upon selected areas of performance within the teacher's overall employment responsibility. The teacher and evaluator shall meet to discuss the performance and measurement criteria to be utilized in the evaluation of the teacher's performance using the current Teacher Evaluation Form attached as Appendix D.

3. Evaluations shall take place at least once each year for probationary teachers, at least once every other year for permanent teachers and at least every five years for permanent employees who meet all of the criteria in Education Code §44664(a)(3):

Employed by the District for 10 years;

Teaching in a position required to be filled by a "highly qualified professional" by the federal No Child Left Behind Act of 2001;

Previous evaluation rated the employee as meeting or exceeding standards; and,
The evaluator and employee agree to the five-year cycle. (The certificated employee or the evaluator may withdraw consent at any time.)

4. It is the responsibility of the chief site administrator to evaluate or provide for the evaluation of each teacher in the school. If the evaluator is other than the chief site administrator, the teacher shall be informed of the identity of the evaluator no later than five days prior to the first formal observation. Evaluations shall be conducted by non-unit management and/or supervisory employees.

5. The evaluation and assessment of teacher competence pursuant to this paragraph shall not include the use of publishers' norms established by standardized tests.

6. Hearsay statements and/or unsubstantiated information will be excluded from written evaluations and from any materials placed in the unit member's personnel files.

B. Prior to the initial observation set forth below for each school year, the evaluator shall inform each teacher of the basis for the evaluation, including criteria, the evaluation form, and the teacher's job description.

1. The teacher and the evaluator will make a good faith attempt to reach mutual agreement on the performance and measurement criteria. To the extent the evaluator and teacher disagree on the performance and measurement criteria by which the teacher is to be evaluated, the teacher may specify his or her positions in writing, including the identification of constraints, which the teacher believes inhibits his or her ability to meet the criteria. After giving consideration to the constraints identified by the teacher, the evaluator shall make the final decision on the performance and measurement criteria for the school year and shall submit it to the teacher, in writing, prior to the first formal observation.

2. If, during the course of the evaluation period, circumstances arise which, in the judgment of the evaluator or the teacher, invalidate the established performance and measurement criteria, then the teacher and the evaluator shall meet to review and/or modify the criteria. The evaluator shall be responsible for making the final decision, although the teacher may specify his or her positions in writing, including the identification of constraints which the teacher believes inhibits his or her ability to meet the modified performance standard(s).

C. During the evaluation process, there shall be at least one informal classroom or job task observation by the evaluator which shall occur prior to the winter recess. The formal classroom observation will preferably cover the beginning and a major portion of a class period or job task.

1. Formal observations shall be preceded by a pre-observation conference.

2. At least one formal observation shall be scheduled so that the teacher has two days' advance notice.

3. A summation contact shall be held as soon as practicable, but no later than 10 days following each formal classroom observation. The contact may be accomplished in writing, by a face-to-face meeting, or by a review under the provisions of paragraph D below.

4. If the evaluator becomes aware of an area or areas that could result in a needs improvement or unsatisfactory rating during any observation, the area or areas shall be identified in writing and provided to the teacher.

a. The teacher and evaluator shall jointly develop a Remedial Plan to address the identified concern. The Remedial Plan shall include a time line, which may be between six and 12 weeks in duration depending upon the identified concern. If the identified concern relates to teaching methods or instruction, the Remedial Plan shall have a 12-week time line.

b. At the conclusion of the Remedial Plan, the teacher's progress shall be reviewed. If the review indicates that acceptable progress is being made, the matter will be closed.

D. The evaluator shall, prepare a written evaluation and transmit it to the teacher no later than April 1.

1. In the formal written evaluation, the evaluator shall cite specific qualities, abilities, examples of excellence, and outstanding performances or deficiencies of the evaluatee.

2. Any statement concerning instructional competency from a person other than the evaluator shall be verified by the evaluator prior to inclusion in the written evaluation.

3. Following the review, the teacher shall sign the evaluation to indicate that it has been reviewed and that the teacher has received a copy. The teacher's signature shall not necessarily signify agreement with the evaluation.

4. The teacher may prepare and submit a written response to the written evaluation within 10 days of the review. After the 10-day response period has expired, the formal written evaluation shall be placed in the teacher's file and the response, if any, shall become a permanent attachment to the evaluation. This is not to preclude a teacher from writing a response and having it attached to the evaluation after the 10-day response period.

E. In the event the written evaluation indicates that a teacher is not performing satisfactorily, the evaluator shall describe the specific areas of unsatisfactory performance either in the evaluation or in a separate document.

1. Following receipt of the written evaluation, the evaluator shall meet with the teacher and shall make specific recommendations as to areas of improvement in the teacher's performance. In addition, the evaluator shall endeavor to assist the teacher in the improvement of such performance.

2. The teacher and the evaluator shall develop a Plan of Assistance which is designed to alleviate the unacceptable performance. The Plan of Assistance shall include:

- a. A statement of the expectations for the teacher related to each area of performance that was rated as unsatisfactory;
- b. A listing of activities, which may include attendance at workshops, in services or conferences, that are designed to remediate the unsatisfactory performance and the time line or time lines related to the activities;
- c. A statement of the measures of assistance and/or resources that the evaluator will provide to the teacher as a part of the Plan; and
- d. A schedule of administrative observations and/or conferences to monitor and determine progress toward achievement of the Plan. As a part of the Plan, the teacher may request or the evaluator may provide for continued periodic observations. Teacher-requested observations shall not exceed one each 20 workdays.
- e. If subsequent instructional improvements sufficiently modify the teacher's performance and identified deficiencies to the satisfaction of the evaluator, a notification to that effect shall be attached to the evaluation.

**ARTICLE VIII
BEGINNING TEACHERS SUPPORT AND ASSESSMENT PROGRAM/
PEER ASSISTANCE REVIEW PROGRAM**

ARCHIVED

ARTICLE IX PERSONNEL FILES

A. Any materials, except as specifically excluded herein, relative to an employee's employment relationship shall be contained in each teacher's personnel file.

B. Materials in personnel files that may serve as a basis for affecting the employment status shall be made available by the District for inspection by the teacher, or by a representative of the teacher designated in writing. Such materials are not to include ratings, reports, or records that (1) were obtained prior to the employment of the teacher involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.

1. Every teacher, or designated representative, shall have the right to inspect materials (except as excluded above) in the personnel files upon request, provided that the request and inspection are made at a time when the teacher is not actually required to render service to the District.

2. Information of a derogatory nature, except as expressly excluded in paragraph B of this Article, shall not be entered or filed unless and until the teacher is given notice of such filing and an opportunity to review and comment thereon. A teacher shall have the right to enter, and have attached to any such derogatory statement, the teacher's comments thereon. Such review shall take place during normal business hours, and the teacher shall be released from duty for this purpose without salary deduction.

3. The District shall not take any adverse action against a teacher based upon materials which are contained in the teacher's personnel file unless the materials were placed in the file within a reasonable time after the incident giving rise to the development of such materials and unless the teacher was notified at such time that such materials were being placed in the file.

C. Materials placed in a teacher's personnel file shall be kept in the strictest confidence in keeping with appropriate provisions of the Education and Government Codes. The District shall provide a form, to be included in each file, indicating by whom and on what date the file was inspected.

D. Any complaint regarding a certificated employee shall be processed as provided by the statutes or regulations under which the complaint was filed.

1. Complaints that are withdrawn shall be removed from the personnel file.

2. Upon written request to the Superintendent, complaints or charges that have been proven to be false and/or unsubstantiated shall be removed from the personnel file.

ARTICLE X

NOTICE OF VACANCY, TRANSFER, AND REASSIGNMENT

Notice of Vacant Position

A. A position may become vacant upon the transfer, reassignment, resignation or retirement or death of an employee, when growth in enrollment causes the creation of a new position, or when a shift in student population creates the need to move teachers either into or out of a school in order to accommodate the needs of the students. The District will determine when a vacant position will be filled.

B. When the District elects to fill a vacant position, it shall:

1. Determine the qualifications for the vacant position.

2. Prepare a notice which specifies:

Position description and location;

Grade level and/or subject matter;

Credential requirement;

Qualifications for the position (Including the District's Affirmative Action policy, Title IX considerations or requirements, or state or federal agency mandates); and,

The closing date for applications

3. Post the notice for a period of five days in the District Office, in the main office and in the employee lounge area of each school building. Notices that are posted during the summer months shall be posted at the District Office for a period of at least 10 days. During the summer months, the District will send copies of the notice to each employee.

4. Employees who possess the stated requirements and qualifications as of the closing date for applications may apply for consideration.

Transfer and Reassignment

C. Transfer means "movement from one school to another school" as set forth in Education Code §35035. Reassignment means a shift of assignment between grade levels or subject matter departments at the same school. All requests for transfers and reassignments shall be considered based on an assessment of the applicant's training and/or experience, performance in current and/or past assigned duties, and the effect on the educational program at the school where the applicant is currently assigned.

1. When two or more employee applicants equally satisfy the posted criteria, or when no outside applicant better satisfies the posted criteria, then the qualified employee with the longest service to the District shall be appointed to fill the position. A position that is filled by a new-hire following the start of the student

school year will be considered a vacant position for the subsequent school year and will be filled in accordance with the provisions of this Article if the position exists in the subsequent school year.

2. If an employee's request for transfer or reassignment is denied, the employee, upon request, shall be given the reason(s) for the denial in writing.

3. When a transfer or reassignment is made, the District will provide assistance in moving teaching supplies to the new assignment. When a transfer or reassignment is made during the students' school year, the employee shall receive two days of release time to spend in on-site preparation for the new assignment.

Involuntary Transfer and Reassignment

D. An employee may be transferred or reassigned involuntarily, provided the new assignment falls within the scope of the employee's teaching certificate. The District will determine when involuntary transfers or reassignments are necessary.

1. Reasons for involuntary transfers or reassignments include, but are not limited to:

- a. No applications were received for a posted vacant position;
- b. No applications that met the posted requirements and qualifications were received;
- c. Reductions in overall staff level due to decreasing enrollment at a school site;
- d. Identifiable changes in the school's educational program;
- e. Proposed District-wide layoffs;
- f. The District's Affirmative Action policy, Title IX considerations or requirements, or state or federal agency mandates; and
- g. A change of assignment following an evaluation indicating that the employee is not performing satisfactorily (after implementation of an assistance plan), or, a change of assignment for disciplinary reasons.

2. When two or more employees at a school site may be subject to an involuntary transfer or reassignment, the employee with the least service to the District shall be transferred or reassigned.

3. An employee who is to be transferred involuntarily shall be given at least 10 days advance written notice, including the reason(s) for the reassignment.
4. Prior to implementing an involuntary transfer, the Superintendent shall schedule a meeting with the affected employee and the school principal to discuss the transfer, the possibility of employee preference for alternative vacancies, and such other issues as deemed pertinent by the parties.
5. When an involuntary transfer or reassignment is made, the District will provide assistance in moving teaching supplies to the new assignment. When an involuntary transfer or reassignment is made during the students' school year, the employee shall receive two days of release time to spend in on-site preparation for the new assignment.
6. If a vacancy occurs in the grade level or subject area from which an employee was involuntarily transferred or reassigned, the employee shall be offered the opportunity to return to the open position prior to the position being posted. The provisions of this paragraph do not apply to an employee who was involuntarily transferred or reassigned pursuant to the provisions of paragraph D.1.g of this Article.
7. An employee who has been involuntarily transferred or reassigned shall not be subject to a subsequent involuntary transfer or reassignment for two school years, except as provided by paragraph D.1.g of this Article.

ARTICLE XI GRIEVANCE PROCEDURE

The District agrees to attach the Grievance Form as Appendix E.

A. A "grievance" shall mean an allegation by a teacher that there has been a violation of an express provision or provisions of this Agreement. The Exclusive Representative agrees that this procedure shall be the sole means of adjudicating alleged violations of this Agreement and no other forum shall be utilized prior to completion of this procedure. No issues outside this Agreement may be subject to the grievance procedure.

B. A "grievant" shall mean a teacher who is covered by the terms of this Agreement or the Exclusive Representative.

C. A "day" shall mean a day when the District office is normally open for business.

D. An "immediate supervisor" is the administrator having immediate jurisdiction over a teacher.

E. A teacher may elect to be represented by the Exclusive Representative at all formal levels of the grievance procedure and must inform the District in writing of such election prior to the meeting. A teacher may present a grievance to the District and have such grievance adjusted without the intervention of the Exclusive Representative.

F. The teacher and a designated Association representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative.

G. At all levels of the grievance procedure, the teacher shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

H. Time limits may be extended or shortened by written mutual agreement of the teacher and the District. Failure of the teacher to adhere to the time limits of this Article shall constitute a waiver of the grievance and acceptance of the District's action or decision at the appropriate level.

I. Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.

1. No new information, statements, or charges may be introduced by the teacher in any level. The issue shall be determined on the basis of one, and only one, set of facts and allegations.

2. Once a grievance has been resolved, or a final decision rendered, the teacher shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

J. No reprisal will be taken by either party against any participant in the grievance procedure. All written materials pertinent to a grievance, except decisions which affect a teacher's employment status, shall be filed separately from the teacher's personnel file.

K. Until final disposition of the grievance takes place, the teacher shall conform to the original direction of the District.

Informal

L. A teacher who believes that a violation of this Agreement may have occurred shall discuss the matter with the immediate supervisor after filing a meeting request form within 10 days of the alleged violation or knowledge of the alleged violation. The immediate supervisor shall investigate the matter and shall respond verbally within five days of the meeting.

Formal Level One

M. Within 10 days of the informal meeting, the teacher shall file a grievance form with the immediate supervisor.

1. The grievance shall contain the following minimum information:

The grievant's name.

The date of the filing.

The date of the alleged violation.

The specific Article(s) and/or paragraph(s) of the Agreement which are claimed to have been violated.

A description of the alleged violation.

A synopsis of the informal conference.

The specific relief requested.

2. Grievances not containing the minimum information shall be rejected as being improperly filed and shall not extend time limits if so rejected. The grievant shall be notified of the pending rejection within three days of receipt of the grievance at Level One.

3. Within 10 days of receipt of the grievance by the supervisor or within 10 days of a formal conference, if one is requested, a written decision should be issued to the grievant. If a written decision is not issued within the time limit, the grievance is denied and the grievant may appeal to the next level.

Formal Level Two

N. If the grievance is denied at Level One, the grievant may file a written appeal to the Superintendent or designee within 10 days of the Level One denial.

1. The appeal shall contain all materials filed in Level One and the decision, if any, accompanied by a statement of the reason for the appeal.

a. The appeal shall also state the grievant's election to proceed at Level Two by either (1) a meeting with the Superintendent or designee or (2) conciliation by the California State Conciliation Service. The election of one option shall exclude the other.

b. If the grievant does not elect to proceed by conciliation, the Superintendent or designee may elect to do so and will advise the grievant within 10 days of the filing of the appeal.

2. Where the grievance proceeds by a meeting between the Superintendent or designee and the grievant, the meeting shall be held within 10 days of the filing of the appeal.

3. Where the grievance proceeds by conciliation, the conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.

a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.

b. The conciliator shall not issue any public statements of fact or opinion on the issue(s).

c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.

d. If the conciliation has produced a mutually acceptable solution, that solution shall be the Superintendent's decision.

4. Within 10 days of the meeting between the Superintendent or designee, or within 10 days of the conciliation session, a written decision, including the reasons for the decision, shall be transmitted to the grievant. If there is no written decision within the specified time limit, the grievance shall be deemed to be denied and the grievant may appeal to Level Three.

Formal Level Three

O. In the event that conciliation does not provide a settlement or the grievance is denied at Level Two, the Association may, within five days of completion of the Level Two

proceedings, submit the grievance to arbitration through the California State Conciliation Service. If the grievant is satisfied with the result at Level Two, or any prior level, the Exclusive Representative is barred from instituting the arbitration procedure.

P. The arbitrator shall have no power or authority to hear cases challenging any of the following:

1. The termination of services or failure to re-employ a probationary employee.
2. The placement of an employee on probationary status.
3. The termination of services or failure to re-employ any employee in a position for which extra compensation is received.
4. The content of the employee's evaluation.
5. The District's promulgation of rules, policies, or procedures for the implementation of this Agreement.
6. A decision, action, or inaction of the District if such is appealable to a state or federal regulatory body or court.

Q. After a hearing on the merits of the grievance, the arbitrator shall render a written award which sets forth findings of fact, reasoning, and conclusions on the precise issue(s) submitted.

1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement and shall not substitute the arbitrator's judgment for that of the District.
2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
4. The arbitrator's award may include restitution, financial reimbursement, or other proper remedy except fines or penalties.

R. The Decision of the Arbitrator will be submitted to the District and the Exclusive Representative for implementation. The Arbitrator's Decision is binding.

S. The costs of the arbitration proceeding, including per diem charges of the Arbitrator, shall be borne equally by the parties. Each party shall be responsible for the costs of presenting its case.

ARTICLE XII SAFETY AND MISCELLANEOUS WORKING CONDITIONS

Safety-Related Matters

- A. Teachers shall be safety conscious in their own conduct and actions and cooperate with the District in the implementation of its safety program.
- B. Teachers shall report on the appropriate District form any unsafe or unhealthy conditions directly to the building principal. The District shall promptly conduct an investigation and take appropriate corrective measures. Results of the investigation and the action taken shall be reported to the teacher.
- C. Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health and safety. The teacher shall continue to work until the grievance procedure is exhausted.
- D. A teacher shall immediately report any assaults in connection with his or her employment to the principal or immediate supervisor who shall immediately report the incident to the appropriate law enforcement agency. A copy of the District Policy regarding student discipline shall be maintained at each school site office and shall be placed in the Teacher Handbook.

Instructional Aide Time

- E. It is understood and agreed that continuing the allocation of categorical funds to support Instructional Aides is within the purview of the respective School Site Councils, as long as the District receives adequate funding from the state and is not required to use unrestricted general fund dollars.
 - 1. Subject to receipt of categorical funds, allocation of funds to support the activity by the respective School Site Council, and the availability of qualified workers, the District is committed to augmenting classroom instruction in grades K and 4-6 regular education classrooms at 2½ hours per day and in grades 1-3 regular education classrooms at the combined total aide time in effect for the prior school year.
 - 2. Subject to receipt of categorical funds, allocation of funds to support the activity by the respective School Site Council, and the availability of qualified workers, additional aide time will be allocated (1) by grade level when the grade level average class size exceeds 31 students for a period of one month (four instructional weeks) or (2) by combination classroom when the classroom enrollment exceeds 27 students for a period of one month (four instructional weeks).

High School Assignments - Course Preparations

F. Normally, high school teachers will not be assigned to more than three different course preparations per semester. The District and the Association understand that different teaching disciplines or other extenuating circumstances (e.g., the necessity to provide a continuum of class offerings) may require different numbers of preparations.

Subject area preparations shall be counted as follows:

Each full year's curriculum for a subject is one preparation, e.g., English 9, English 10, Algebra 9, Geometry 10, Art, Adv. Art, are separate preparations.

An "Advanced Placement" version of a class is one preparation, e.g.

English 12 and English 12AP are separate preparations.

A period that contains a combination of first-year students with second and/or third-year students is one preparation unless there are more than five students in each level.

Classes that are offered during the regular instructional day and for which the employee is compensated pursuant to Appendix A do not count as a preparation, e.g., Yearbook Advisor and class, Activities Coordinator and Leadership Class, Drama Advisor and class.

Counselor/Tutor periods do not count as a preparation, e.g., Study Skills, Tutorial, Peer Counseling, and Counselor.

An "Honors" version of a class is not a separate preparation, e.g., World Civ 10P and World Civ 10H.

G. First-time teachers to the teaching profession during the first two years of employment shall be limited to no more than three preparations per semester. A teacher who transfers from Grades K-6 to a full-time High School assignment shall be limited to no more than three preparations per semester in the first year following the transfer. The three-preparation limitation in this paragraph shall not be exceeded, unless the affected teacher (and his or her Association representative) and the Superintendent concur in the assignment.

1. The District will notify the Association President, in writing, within the first two weeks of the assignment whenever the number of course preparations for an instructor exceeds three in a semester.

2. Except as provided by paragraph G, any assignment that exceeds four preparations per semester shall be by written mutual agreement between the affected teacher and the principal, with the concurrence of the Superintendent.

3. An employee who is assigned by the District to four or more subject area preparations, as defined, for a full school year shall receive a \$2,000 annual stipend. A one-semester assignment to four or more subject area preparations will receive a \$1,000.00 stipend.

4. The provisions of paragraphs F and G, inclusive, of this Article apply to teachers who are assigned to Frazier Mountain High School and do not apply to teachers who are assigned to any of the District's alternative schools or programs.

H. An employee who believes that he or she should receive a stipend because of a particular assignment that has created four or more preparations may appeal to a review committee, whose decision shall be final. The committee shall consist of:

The Superintendent or designee
The Principal
Two (2) representatives of the Association.

Job Share Program

I. Employees, upon request and with agreement of the District, may participate in job sharing. Job sharing responsibilities will be mutually agreed upon by all parties involved no later than February 1 of each year. In no case shall the shared job exceed the equivalent of a full-time position. The cost to the District for each job-shared position shall not exceed the cost for one full-time equivalent.

1. For purposes of advancement on the salary schedule, an employee's credit for experience will be earned in direct relation to the length of time served in the position; i.e., two years served at half-time employment equal one year movement on the salary schedule. Advanced degrees, longevity, and other stipends will be prorated on the same basis.

2. Employees who participate in job sharing shall attend all required meetings as well as fulfill all professional responsibilities.

3. In the event of the long-term absence of one of the parties, the other agrees to assume full-day responsibilities for the term of the absence. The additional responsibility shall be compensated for at the employee's hourly rate.

4. Employees who participate in job sharing shall have continuing employment rights with the District equal to their individual job share.

5. The District will provide a copy of the provisions of Paragraph I of this Article to each participating employee and require his or her signature to attest to the understanding of the job share arrangement.

6. Each job sharing arrangement will be reviewed annually by the Board at the May regular meeting and will be subject to its discretion.

ARTICLE XIII DISTRICT RIGHTS

A. The Association understands and agrees that consistent with the laws of the state of California, the right, power, prerogative, and authority to manage, control, and direct the operations and affairs of the District are reserved exclusively to the District, except as those or any other heretofore unspecified rights, powers, prerogatives, and authorities are by this Agreement expressly and specifically limited, abridged, or modified by this Agreement, and then only in the manner and to the extent authorized by law.

B. There shall be no grievance filed alleging a violation of the terms of this Article unless it is alleged that the exercise or failure/refusal to exercise any reserved right, power, prerogative, and/or authority has resulted in an alleged violation of another Article of this Agreement.

ARTICLE XIV
RIGHTS OF THE EXCLUSIVE REPRESENTATIVE

A. The Exclusive Representative shall have the right to use the District's designated bulletin boards and teachers' mailboxes.

1. The Exclusive Representative shall be responsible for the posting of notices on bulletin boards and the contents of such notices. All postings shall be issued in the name of the Exclusive Representative (CTA/NEA) and signed by the person who wrote them.

2. The Exclusive Representative shall furnish the District with one copy of materials which are posted on bulletin boards or distributed to teachers' mailboxes. The Exclusive Representative shall assume responsibility for the preparation, posting, or distribution of such notices and materials.

B. The Exclusive Representative shall have the right to use school buildings, rooms, and facilities for meetings subject to the following conditions:

1. For meetings involving teachers of only one school site, a previously designated representative or alternate at that site shall request a meeting room from the principal.

a. Approval of the principal shall be given if use of the meeting room has not already been granted.

b. Approval of the principal shall be requested prior to the use of the facilities.

2. For meetings involving teachers of more than one school site, the President of the Exclusive Representative, or other person designated by the Exclusive Representative, shall request a meeting room from the Superintendent or designee.

a. Approval from the Superintendent or designee shall be given if use of the meeting room has not already been granted.

b. Approval of the Superintendent or designee shall be required prior to the use of the facilities.

3. Should additional custodial costs be incurred by the District due to utilization of facilities by the Exclusive Representative, the Exclusive Representative shall reimburse the District. Such reimbursement shall be on the same basis as for other groups of individuals who cause the District to incur additional costs.

C. Officers, agents, or representatives of the Exclusive Representative shall have access to teachers at times which do not interfere with the teachers' performance of assigned duties.

1. Teachers' representatives shall notify the school site office of their presence when they are on a school site other than their regularly assigned site.

2. Non-teaching officers, agents, or representatives shall check in at the site office and receive clearance to contact teachers in areas specified by the site administrators.

D. The Exclusive Representative may request copies of any public document upon advance notice. The charge for copying public documents shall be the same for the Exclusive Representative as it is for all other groups.

Membership Dues or Fees and Payroll Deductions

E. Any bargaining unit member who is a member of the El Tejon Teachers Association, or who has applied for membership, may sign and deliver to the Exclusive Representative an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Exclusive Representative. Pursuant to such authorization and as confirmed in a written notification from the Exclusive Representative, the District shall deduct one-tenth of such dues from the regular salary warrant of the teacher each month for ten months. Deductions for bargaining 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.

F. Withdrawal from the Exclusive Representative will be in accordance with the Exclusive Representative's bylaws and requirements. A bargaining unit member shall direct any inquiries regarding withdrawal from membership to the Exclusive Representative. The Exclusive Representative is responsible for notifying the District in writing of a withdrawal of dues deduction by any bargaining unit employee.

G. Exclusive Representative agrees to furnish any information needed by the District to fulfill its contractual obligations under the provisions of this Article.

H. Exclusive Representative agrees to pay to the District all legal fees and legal cost incurred by the District in defending against any court actions and/or administrative action before the Public Employment Relations Board concerning the Membership Dues provisions of this Agreement or implementation thereof provided that Exclusive Representative shall have the exclusive right to decide and to determine whether any such action shall be compromised, resisted, defended, tried or appealed.

I. Exclusive Representative shall indemnify and hold harmless the District, its officers, agents and employees from any award or compromise of damages or liability arising out of any court action and/or administrative action before the Public Employment

Relations Board concerning the Membership Dues provisions of this Agreement (or their implementation), provided that Exclusive Representative shall have the exclusive right to decide and to determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried or appealed.

J. All correspondence from the Exclusive Representative to the District shall be directed to the Superintendent. All notices from the District to the Exclusive Representative shall be directed to the Association President with copies to the chair of the negotiating team.

K. The District will provide the Association with an opportunity to meet with unit members for up to one hour on one of the two non-student days at the beginning of the school year as determined by the Superintendent.

ARTICLE XV CONCLUSION

Savings

A. If any provision of this Agreement or any application thereof to the Association or the Board 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.

B. Upon request, the parties shall meet not later than 10 days after such court decision to renegotiate the provision or provisions affected.

Statutory Changes

C. Any change or changes of terms and conditions of employment or of matters within the scope of representation which are brought about by legislative or referendum action shall obligate the parties to meet and negotiate.

1. The District or the Exclusive Representative must make a written demand to negotiate the implementation or effect of the change within 30 calendar days of the effective date of the statute or the bargaining obligation pursuant to paragraph C of this Article shall be deemed to be waived for the duration of this Agreement.

2. Following receipt of the written demand to negotiate, the parties agree to timely commence negotiations.

Miscellaneous

D. Except as provided in Paragraph "C", or by mutual agreement, the parties expressly waive and relinquish the right to meet and negotiate further with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

E. This Agreement is the total collective bargaining contract between the parties and expresses all agreements regarding negotiated conditions of employment. The parties further stipulate that no other understandings, agreements, or side letters exist which in any way alter or amend the terms of this Agreement.

Duration

F. This Agreement shall be in full force and effect from July 1, 2025 to June 30, 2028. For the 2027-2028 school year either party may reopen two (2) articles other than Article III (Salary) and Article IV (Health and Welfare Benefits) which are fully closed through the term of this Agreement.

G. Notwithstanding the provisions of paragraphs D or F, during the term of this Agreement, the parties agree to meet and negotiate upon request with regard to the calendar for the subsequent school year. (The Association Executive Board shall act as the Calendar Committee and will poll the members as needed.)

Ratified and Accepted

By their signatures below, the signatories certify that they are the authorized representatives of either the District or the Association as the contracting parties, that all actions necessary for the District or the Association to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law, and that this Agreement is hereby entered into without the need for further ratification and acceptance.

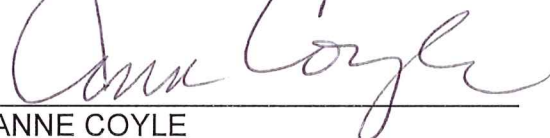
**EL TEJON UNIFIED
SCHOOL DISTRICT**


SARA HAFlich
Superintendent


PATRICE BARNES
Clerk, Board of Trustees


STEPHANIE POPE
President, Board of Trustees

**EL TEJON TEACHERS
ASSOCIATION CTA/NEA**


ANNE COYLE
President

Date: 09/09/2026

Date: 9/11/26

APPENDIX A

El Tejon Unified
 Certificated Teacher Salary Schedule
 2025-2026
 2.5% Increase

Teacher						
183 Work Days	BA	BA+ 15S or 23Q	BA+ 30S or 45Q	BA+ 45S or 68Q	BA+ 60S or 90Q	BA+ 60S or 90Q
Column						With Master's
Step	I	II	III	IV	V	V
1	\$ 55,369	\$ 55,923	\$ 57,407	\$ 59,704	\$ 62,092	\$ 63,592
2	\$ 55,923	\$ 56,856	\$ 59,129	\$ 61,494	\$ 63,954	\$ 65,454
3	\$ 56,308	\$ 58,561	\$ 60,903	\$ 63,339	\$ 65,873	\$ 67,373
4	\$ 57,999	\$ 60,318	\$ 62,730	\$ 65,240	\$ 67,849	\$ 69,349
5	\$ 59,738	\$ 62,127	\$ 64,613	\$ 67,197	\$ 69,885	\$ 71,385
6		\$ 63,836	\$ 66,389	\$ 69,045	\$ 71,807	\$ 73,307
7		\$ 65,591	\$ 68,215	\$ 70,944	\$ 73,782	\$ 75,282
8		\$ 67,395	\$ 70,091	\$ 72,895	\$ 75,810	\$ 77,310
9		\$ 69,248	\$ 72,019	\$ 74,899	\$ 77,895	\$ 79,395
10		\$ 71,153	\$ 73,999	\$ 76,959	\$ 80,037	\$ 81,537
11			\$ 75,849	\$ 78,883	\$ 82,038	\$ 83,538
12			\$ 77,744	\$ 80,855	\$ 84,089	\$ 85,589
13			\$ 79,689	\$ 82,877	\$ 86,192	\$ 87,692
14			\$ 81,680	\$ 84,948	\$ 88,346	\$ 89,846
15			\$ 83,722	\$ 87,071	\$ 90,554	\$ 92,054
16				\$ 88,813	\$ 92,366	\$ 93,866
17				\$ 90,589	\$ 94,213	\$ 95,713
18				\$ 92,401	\$ 96,097	\$ 97,597
19				\$ 94,249	\$ 98,019	\$ 99,519
20				\$ 96,134	\$ 99,980	\$ 101,480
21					\$ 101,229	\$ 102,729
22					\$ 102,494	\$ 103,994
23					\$ 103,776	\$ 105,276
24					\$ 105,073	\$ 106,573
25					\$ 106,386	\$ 107,886

Master's Stipend **\$1,500**

Longevity Stipend at 20 Years of Service **\$2,769**

Hourly Rate **\$40.00**

Substitute Pay is **\$150.00 per day. After the 21st consecutive day in the same classroom, pay will be retroactive back to the first day at the Long-Term Substitute rate at **\$175.00** per day (effective 09/09/2021)

Board Approved: 08/12/2026

APPENDIX A-1

El Tejon Unified
 Certificated Teacher Salary Schedule
 2026-2027
 2% Increase

Teacher						
183 Work Days	BA	BA+ 15S or 23Q	BA+ 30S or 45Q	BA+ 45S or 68Q	BA+ 60S or 90Q	BA+ 60S or 90Q
Column						With Master's
Step	I	II	III	IV	V	V
1	\$ 56,476	\$ 57,041	\$ 58,555	\$ 60,898	\$ 63,334	\$ 64,834
2	\$ 57,041	\$ 57,993	\$ 60,312	\$ 62,724	\$ 65,233	\$ 66,733
3	\$ 57,434	\$ 59,732	\$ 62,121	\$ 64,606	\$ 67,190	\$ 68,690
4	\$ 59,159	\$ 61,524	\$ 63,985	\$ 66,545	\$ 69,206	\$ 70,706
5	\$ 60,933	\$ 63,370	\$ 65,905	\$ 68,541	\$ 71,283	\$ 72,783
6		\$ 65,113	\$ 67,717	\$ 70,426	\$ 73,243	\$ 74,743
7		\$ 66,903	\$ 69,579	\$ 72,363	\$ 75,258	\$ 76,758
8		\$ 68,743	\$ 71,493	\$ 74,353	\$ 77,326	\$ 78,826
9		\$ 70,633	\$ 73,458	\$ 76,397	\$ 79,453	\$ 80,953
10		\$ 72,576	\$ 75,479	\$ 78,498	\$ 81,638	\$ 83,138
11			\$ 77,366	\$ 80,461	\$ 83,679	\$ 85,179
12			\$ 79,299	\$ 82,472	\$ 85,771	\$ 87,271
13			\$ 81,283	\$ 84,535	\$ 87,916	\$ 89,416
14			\$ 83,314	\$ 86,647	\$ 90,113	\$ 91,613
15			\$ 85,396	\$ 88,812	\$ 92,365	\$ 93,865
16				\$ 90,589	\$ 94,213	\$ 95,713
17				\$ 92,401	\$ 96,097	\$ 97,597
18				\$ 94,249	\$ 98,019	\$ 99,519
19				\$ 96,134	\$ 99,979	\$ 101,479
20				\$ 98,057	\$ 101,980	\$ 103,480
21					\$ 103,254	\$ 104,754
22					\$ 104,544	\$ 106,044
23					\$ 105,852	\$ 107,352
24					\$ 107,174	\$ 108,674
25					\$ 108,514	\$ 110,014

Master's Stipend **\$1,500**

Longevity Stipend at 20 Years of Service **\$2,824**

Hourly Rate **\$40.00**

****Substitute Pay is \$150.00 per day. After the 21st consecutive day in the same classroom, pay will be retroactive back to the first day at the Long-Term Substitute rate at \$175.00 per day (effective 09/09/2021)**

Board Approved: 08/12/2026

APPENDIX B

El Tejon Unified

2025-2026 Extra-Curricular Stipend Schedule

Base Salary	Level	%	\$ Amount
\$55,369	A	8.25	\$ 4,568
	B	7.00	\$ 3,876
	C	5.81	\$ 3,217
	D	4.85	\$ 2,685
	E	4.30	\$ 2,381
	F	2.35	\$ 1,301

FMHS			
Athletic Director	A	\$	4,568
Activities Director	A	\$	4,568
Head Football Coach	A	\$	4,568
Head Volleyball Coach	B	\$	3,876
Head Cross Country	B	\$	3,876
Head Boys' Basketball Coach	B	\$	3,876
Head Girls' Basketball Coach	B	\$	3,876
Head Boys' Soccer Coach	B	\$	3,876
Head Girls' Soccer Coach	B	\$	3,876
Head Baseball Coach	B	\$	3,876
Head Softball Coach	B	\$	3,876
Cheerleader Advisor	B	\$	3,876
Head JV or Assistant Coach (if needed and approval given by Administrator)			
(1) Football	B	\$	3,876
(1) Volleyball	B	\$	3,876
(1) Boys' Basketball	B	\$	3,876
(1) Girls' Basketball	B	\$	3,876
(1) Boys' Soccer	B	\$	3,876
(1) Girls' Soccer	B	\$	3,876
(1) Baseball	B	\$	3,876
(1) Softball	B	\$	3,876
Computer Coordinator	E	\$	2,381
Drama Coach (2 Productions)	C	\$	3,217
Junior and Senior Class Advisor	C	\$	3,217
Freshman & Sophomore Class Advisor	E	\$	2,381
Yearbook Advisor	E	\$	2,381
Academic Decathlon	D	\$	2,685
SAT Coordinator	D	\$	2,685
WASC Chair	D	\$	2,685
WASC Leadership Team Member	E	\$	2,381

ETMS			
Athletic Director	B	\$	3,876
Activities Director	D	\$	2,685
Head Volleyball Coach	C	\$	3,217
Head Flag Football Coach	C	\$	3,217
Head Boys' Basketball Coach	C	\$	3,217
Head Girls' Basketball Coach	C	\$	3,217
Head Softball Coach	C	\$	3,217
Assistant Coaches	E	\$	2,381
SAT Coordinator	D	\$	2,685
Computer Coordinator	E	\$	2,381
Yearbook Advisor	E	\$	2,381

FPES			
SAT Coordinator	D	\$	2,685
Bobcat Sports	E	\$	2,381
Computer Coordinator	E	\$	2,381

DISTRICT			
Science Fair Coordinator	E	\$	2,381
CELDT Coordinator	D	\$	2,685
FFA Coordinator	A	\$	4,568

Board Approved: 08/12/2026

APPENDIX B-1

El Tejon Unified 2026-2027 Extra-Curricular Stipend Schedule

Base Salary	Level	%	\$ Amount
\$56,476	A	8.25	\$ 4,659
	B	7.00	\$ 3,953
	C	5.81	\$ 3,281
	D	4.85	\$ 2,739
	E	4.30	\$ 2,428
	F	2.35	\$ 1,327

FMHS			
Athletic Director	A	\$	4,659
Activities Director	A	\$	4,659
Head Football Coach	A	\$	4,659
Head Volleyball Coach	B	\$	3,953
Head Cross Country	B	\$	3,953
Head Boys' Basketball Coach	B	\$	3,953
Head Girls' Basketball Coach	B	\$	3,953
Head Boys' Soccer Coach	B	\$	3,953
Head Girls' Soccer Coach	B	\$	3,953
Head Baseball Coach	B	\$	3,953
Head Softball Coach	B	\$	3,953
Cheerleader Advisor	B	\$	3,953
Head JV or Assistant Coach (if needed and approval given by Administrator)			
(1) Football	B	\$	3,953
(1) Volleyball	B	\$	3,953
(1) Boys' Basketball	B	\$	3,953
(1) Girls' Basketball	B	\$	3,953
(1) Boys' Soccer	B	\$	3,953
(1) Girls' Soccer	B	\$	3,953
(1) Baseball	B	\$	3,953
(1) Softball	B	\$	3,953
Computer Coordinator	E	\$	2,428
Drama Coach (2 Productions)	C	\$	3,281
Junior and Senior Class Advisor	C	\$	3,281
Freshman & Sophomore Class Advisor	E	\$	2,428
Yearbook Advisor	E	\$	2,428
Academic Decathlon	D	\$	2,739
SAT Coordinator	D	\$	2,739
WASC Chair	D	\$	2,739
WASC Leadership Team Member	E	\$	2,428
ETMS			
Athletic Director	B	\$	3,953
Activities Director	D	\$	2,739
Head Volleyball Coach	C	\$	3,281
Head Flag Football Coach	C	\$	3,281
Head Boys' Basketball Coach	C	\$	3,281
Head Girls' Basketball Coach	C	\$	3,281
Head Softball Coach	C	\$	3,281
Assistant Coaches	E	\$	2,428
SAT Coordinator	D	\$	2,739
Computer Coordinator	E	\$	2,428
Yearbook Advisor	E	\$	2,428
FPES			
SAT Coordinator	D	\$	2,739
Bobcat Sports	E	\$	2,428
Computer Coordinator	E	\$	2,428
DISTRICT			
Science Fair Coordinator	E	\$	2,428
CELDT Coordinator	D	\$	2,739
FFA Coordinator	A	\$	4,659

Board Approved: 08/12/2026

**EL TEJON UNIFIED SCHOOL DISTRICT
COLLEGE COURSE APPROVAL FOR
SALARY ADVANCEMENT PURPOSES**

This image shows a blank sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

9/10/13

APPENDIX D

El Tejon Unified School District

Teacher Evaluation Form

Name:

Date:

School:

Assignment:

Years with current evaluator:

-
- ☐ Temporary
☐ Provisionary
 ☐ Emergency Credential
 ☐ Pre-Intern
 ☐ Intern
☐ Probationary
☐ Permanent

Evaluation Code:

A check in Exceeds Standards or Meets Standards may be accompanied by a supporting statement.

A check in Does Not Meet Standards must be accompanied by a supporting statement.

STANDARD ONE:

ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING	Ratings: ☐ Exceeds Standards ☐ Meets Standards ☐ Does not meet Standards (Unsatisfactory)
1.1 Connecting students' prior knowledge, life experience, and interest with learning goals 1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs 1.3 Facilitating learning experiences that promote autonomy, interaction, and choice 1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful 1.5 Promoting self-directed, reflective learning for all students	Comments:

STANDARD TWO:

CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	Ratings: ☐ Exceeds Standards ☐ Meets Standards ☐ Does not meet Standards (Unsatisfactory)
2.1 Creating a physical environment that engages all students 2.2 Establishing a climate that promotes fairness and respect 2.3 Promoting social development and group responsibility 2.4 Establishing and maintaining standards for student behavior 2.5 Planning and implementing classroom procedures and routines that support student learning 2.6 Using instructional time effectively	Comments:

STANDARD THREE:

UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	Ratings: ☐ Exceeds Standards ☐ Meets Standards ☐ Does not meet Standards (Unsatisfactory)
3.1 Demonstrating knowledge of subject matter content and student development 3.2 Organizing curriculum to support student understanding of subject matter 3.3 Interrelating ideas and information within and across subject matter areas 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter 3.5 Using materials, resources, and technologies to make subject matter accessible to students	Comments:

STANDARD FOUR:

PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	Ratings: ☐ Exceeds Standards ☐ Meets Standards ☐ Does not meet Standards (Unsatisfactory)
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing instructional activities and materials for student learning 4.4 Designing short-term and long-term plans to foster student learning 4.5 Modifying instructional plans to adjust for student needs	Comments:

STANDARD FIVE:

ASSESSING STUDENT LEARNING	Ratings: ☐ Exceeds Standards ☐ Meets Standards ☐ Does not meet Standards (Unsatisfactory)
5.1 Establishing and communicating learning goals for all students 5.2 Collecting and using multiple sources of information to assess student learning 5.3 Involving and guiding all students in assessing their own learning 5.4 Using the results of assessments to guide instruction 5.5 Communicating with students, families, and other audiences about student progress 5.6 Evidence of student achievement toward grade level standards	Comments:

STANDARD SIX:

DEVELOPING AS A PROFESSIONAL EDUCATOR	Ratings: ☐ Exceeds Standards ☐ Meets Standards ☐ Does not meet Standards (Unsatisfactory)
6.1 Reflecting on teaching practice and planning professional development 6.2 Establishing professional goals and pursuing opportunities to grow professionally 6.3 Working with communities to improve professional practice 6.4 Working with families to improve professional practice 6.5 Working with colleagues to improve professional practice 6.6 Adhering to laws, district/school policies, rules, and regulations	Comments:

STANDARD SEVEN:

NON-INSTRUCTIONAL DUTIES		Rating Score: 1 = Exceeds Standards 2 = Meets Standards 3 = Does Not Meet Standards		
		1	2	3
1.	Shows concern for student welfare, safety and supervision	☐	☐	☐
2.	Establishes and maintains positive professional relationships with other staff members	☐	☐	☐
3.	Effectively plans the work of volunteer aides and paid paraprofessionals	☐	☐	☐
4.	Reports and records are complete and submitted on time	☐	☐	☐
5.	Maintains professional appearance and manner	☐	☐	☐
6.	Prompt in arriving for assigned duties	☐	☐	☐

OVERALL RATING

- ☐ 1. At this time, this teacher's overall performance has been effective and meets the standards and requirements of the District. This teacher will be recommended for reemployment.
- ☐ 2. At this time, this teacher's overall performance is deficient in meeting the standards and requirements of the District. This teacher exhibits potential for improvement. Improvement must be demonstrated to justify recommendation for reemployment.
- ☐ 3. This teacher is not meeting the required standards of the District. This teacher will not be recommended for reemployment (probationary only).

TEACHER'S STATEMENT

A formal conference was held with my principal. I acknowledge that each of the above performance standards, comments, and suggestions were discussed. I understand that my signature below does not necessarily mean that I agree with the evaluation. I understand that I may, within five (5) days of receiving a copy of this evaluation, submit written comments regarding this evaluation for inclusion in my personal file.

Principal's Signature

Date

Teacher's Signature

Date

Signed comments are attached ☐

APPENDIX E

El Tejon Teachers Association

Grievance Form

(See Article X in Contract)

Informal Meeting Request Form

Date the grievant had knowledge of the alleged violation of the contract: _____

Date the Association had knowledge of the alleged violation: _____

Filing Date: _____

Immediate Supervisor: _____

I am requesting a meeting within the next ten days to discuss a possible violation of our Collective Bargaining Agreement.

Teacher-Grievant: _____

The teacher shall inform ETTA's Executive Board of the grievance and provide copies of correspondence.

Informal Meeting (within 10 days of knowledge of the alleged violation, an informal meeting shall be held with the immediate supervisor)

A. Filing date of Meeting Request Form _____

B. Informal Discussion Meeting notes

Date: _____ Supervisor: _____

Grievant: _____

Contract Article(s) and/or section alleged to have been misinterpreted or misapplied:

Description of alleged violation: _____

Remedy sought: _____

C. Supervisor's verbal response (within 5 working days of meeting) Date: _____

Notes: _____

If the grievant wishes to be represented by an ETTA representative at the formal levels of the grievance, s/he must inform the District in writing prior to the formal meeting.

Grievance Formal Level I (letter filed with immediate supervisor within 10 days of informal meeting)

Date filed: _____ Supervisor: _____

ETTA Representative, if requested: _____

Grievant's letter (attached)

Date of conference, if requested: _____

Response (within 10 days of filing date or 10 days of formal conference)

_____ a. supervisor's written response (attached) Date: _____

_____ or b. nonresponse (grievance is denied)

Grievance Formal Level II Conciliation (appeal filed with Superintendent or designee within 10 days after level I denial)

Date filed: _____ Superintendent or designee: _____

ETTA Representative, if requested: _____

Grievant's appeal letter (attached)

Meeting request with:

_____ a. Superintendent or designee (meeting within 10 days)

_____ or b. conciliator (meeting by mutual agreement) California State Conciliation Service

Meeting Date: _____

Response (within 10 days of conciliation meeting)

_____ a. Written response (attached) Date: _____

_____ or b. nonresponse (grievance is denied)

Grievance Formal Level III Arbitration (California State Conciliation Service)

The Association Executive Board (with the grievant's approval) may, within 5 days of Level II denial, submit the grievance to arbitration.

Filing Date: _____

Meeting Date: _____

Arbitrators' decision (attached) Date: _____

ETTA Secretary, Kathy Pope, September 25, 2000