

EMPLOYER-EMPLOYEE RELATIONS AGREEMENT

BETWEEN

**THE GOVERNING BOARD OF THE
SAN BRUNO PARK SCHOOL DISTRICT**

AND

**THE SAN BRUNO EDUCATION ASSOCIATION/
CALIFORNIA TEACHERS ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

JULY 1, 2011 THROUGH JUNE 30, 2014

Governing Board

SAN BRUNO PARK SCHOOL DISTRICT

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President**

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SAN BRUNO EDUCATION ASSOCIATION

**Jed Burnham
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Article 1

AGREEMENT

- 1.1. The Board of Trustees of the San Bruno Park School District, hereinafter referred to as the "District" and the San Bruno Education Association/California Teachers Association/National Education Association, hereinafter referred to as the "Association", hereby agree to the following articles and provisions, hereinafter referred to as the "Agreement".

Article 2

RECOGNITION

- 2.1. The District hereby recognizes the Association as the exclusive representative of all certificated employees of the San Bruno Park School District, including those employed by specific action of the District on a temporary written contract for all or part of a school year, but only while so employed, and excluding (a) employees designated as management employees by the District in accordance with Government Code Section 3540.1, (b) employees designated as supervisory employees by the District in accordance with Government Code Section 3540.1, (c) employees designated as confidential employees by the District in accordance with Government Code Section 3540.1, (d) substitutes of whatever nature or description, (e) summer school employees, and (f) certificated employees working in classified or other non-certificated positions, while so employed.

- 2.2. The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above shall be performed only by unit members and shall not be subcontracted out or otherwise transferred out of the bargaining unit unless mutually agreed upon by the District and the Association President.

Article 3

WAGES

3.1 Salary

- 3.1.1. For 2011-12, the 2007-08 salary schedule shall be maintained. Step and Unit increases will be funded.
- 3.1.2. The standard rate of compensation for unit members performing regular instructional duties beyond the regular school day shall be \$40.00 per hour. Positions qualifying for this pay rate shall be those mutually agreed upon by the District and the Association.
- 3.1.3. By May 1, site administrators at each K-6 site shall submit a list of all unit members who have participated in taking students when a substitute was not provided. Classes will be divided so that no more than five (5) teachers receive children. Each school will designate its own method of distributing students. Teachers will receive \$40.00 each time he/she participates in providing supervision for the classroom not covered by a substitute. Each teacher needs to keep a time sheet for each day he/she participates (Appendix D). Time sheets are due in the Business Office on the last day of January and the last day of May.

3.2. Entry Level Placement on the Salary Schedule

- 3.2.1. The Superintendent shall place unit members on the salary schedule according to the provisions of this section. The Governing Board shall ratify the placement.
- 3.2.2. Credit for service and/or specialty outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of service up to a maximum of six (6) years which would place the unit member on step seven (7). Credit for specialty service shall be allowed on the salary schedule at the rate of two years of credit for initial placement in the following areas: Special Education, Speech Therapist.
- 3.2.3. Public and private school experience for step increment on the salary schedule shall be accepted, providing the private school was state accredited and the unit member in question held a valid credential at the time of the teaching experience.
- 3.2.4. Units for salary credit for initial placement must be upper division or graduate courses applicable to the teaching assignment and earned subsequent to a Bachelor's Degree.
- 3.2.5. Approved units for salary credit must be recorded in the District by September 30 of the school year in order to be credited for salary purposes for the current year. Official verification of college credits shall be an official transcript; official verification may include a grade card or letter from a college or university, provided an official transcript is provided by January 31 of that school year.

3.3. **Advancement on the Salary Schedule for Experience**

- 3.3.1. All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class.
- 3.3.2. Salary schedule advancement shall be based on date of hire.
- 3.3.3. Unit members who have been employed in the regular educational program of the District as probationary or permanent employees before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

3.4. **Advancement on the Salary Schedule for Professional Development**

- 3.4.1. A unit member must secure prior approval from the Superintendent upon recommendation from the Credit Evaluation Committee for professional study units. Prior shall mean before commencing any work to earn said credit.
- 3.4.2. The basis for the compensation of unit members for completion of professional study shall be the professional study unit. Professional study units shall be defined as units successfully completed by unit members which meet all of the following conditions as determined by the Credit Evaluation Committee:
 - 3.4.2.1. The professional study is demonstrably related to the improvement of the unit member's service or potential service in the District or be consistent with the school development plan.
 - 3.4.2.2. The professional study is in the form of either a class offered by an accredited school, college, or university or in the form of a workshop.
 - 3.4.2.3. The professional study is carried out after the member has met all requirements for and actually received a bachelor's degree.
 - 3.4.2.4. The professional study is organized and offered by a person, agency, or institution appropriate and competent to do so.
 - 3.4.2.5. The professional study represents an amount of work sufficient to justify the number of units for which credit is requested.
- 3.4.3. No salary credit shall be allowed for units completed wholly or partially at District expense or during a unit member's normal working hours, unless the District, in its sole discretion, offers District workshops specifically designated as eligible for professional study unit credit.
- 3.4.4. No credit shall be given for course work which is an approximate duplication of work previously completed.
- 3.4.5. No more than twenty four (24) units of salary credit shall be allowed for professional study completed during the period September 1 through-August 31.

3.5. **University or College Credit**

- 3.5.1. One unit of university or college credit from an accredited school, college, or university shall equal one professional study unit.
- 3.5.2. Official verification of college credits shall be an official transcript; official verification may include a grade card or letter from a college or university, provided an official transcript is provided by January 31 of that school year.
- 3.5.3. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).
- 3.5.4. Units to be taken under contracted programs which lead to additional California credentials or higher degrees when approved by a college advisor may be submitted to the Credit Evaluation Committee as a total program and taken in any order.
- 3.5.5. Audited courses will not be approved for salary credit.
- 3.5.6. A total of fifteen (15) units of lower division credit in foreign language, science, and mathematics or any subject newly mandated by the State will be approved for salary credit. One lower division course per year may be substituted for one of the aforementioned courses, subject to approval of the Credit Evaluation Committee. Not more than six of these substitute units of the total fifteen will be approved. All courses must be deemed beneficial to the unit member and the District.

3.6. **Workshop Credit**

- 3.6.1. Fifteen hours of instructional time shall equal one professional study unit; such time shall be calculated as the number of hours of actual instructional time, excluding lunch.
- 3.6.2. Official verification of workshop attendance shall be written verification by the instructor.
- 3.6.3. Approval may be granted for partial units in multiples of 1/15 for approved workshops and such partial units may be accumulated to total whole units, but salary credit shall be allowed only for whole units.
- 3.6.4. The maximum number of units allowed for any single workshop shall be three (3).
- 3.6.5. Satisfactory evidence of successful completion of approved professional study units for salary increases must be filed with the Superintendent's designee no later than September 30 of the school year in order for the units to be credited for salary purposes for the current year. If official verification is not provided prior to that date, the request shall be nullified. Responsibility for securing verification and providing it to the District is that of the unit member.

3.7. **Credit Evaluation Committee**

3.7.1. The Credit Evaluation Committee is to act in an advisory capacity to assist the Superintendent in:

3.7.1.1. Evaluating requests presented by unit members for advancement on the salary schedule;

3.7.1.2. Devising and recommending policies governing the Credit Evaluation Committee;

3.7.1.3. Determining the amount of credits to be allowed; and

3.7.1.4. Interpreting and explaining the functions and policies of the Credit Evaluation Committee.

3.7.1.5. Making every effort to guide unit members to earn professional study units that reflect the ranges of curriculum knowledge and professional skills necessary for their assignments

3.7.2. Membership:

3.7.2.1. The Committee is to consist of three members.

3.7.2.2. Two unit members are to be appointed by SBEA.

3.7.2.3. The Superintendent or Associate Superintendent will be a member.

3.7.3. Organization:

3.7.3.1. The members of the Credit Evaluation Committee shall select the Chair from its membership.

3.7.4. Voting:

3.7.4.1. Each regular member is entitled to one vote.

3.7.4.2. A majority vote is necessary to carry an issue.

3.7.5. Regular meetings shall be held at least:

3.7.5.1. The first month of school;

3.7.5.2. The month of January;

3.7.5.3. The month of May; and

3.7.5.4. One week prior to the closing of school.

3.7.6. The day, time, and place of meetings are to be determined by the Chair.

3.7.7. Special meetings may be called by the Chair.

3.8. **Summer School**

- 3.8.1. Salary for summer school shall be at \$160 per four (4) hour day session.
- 3.8.2. Preplanning time by the summer school faculty for summer school curriculum development and design shall be provided through release time or compensated at \$40.00 per hour.
- 3.8.3. Anticipated summer school vacancies will be made known through the distribution of a summer school flyer.
 - 3.8.3.1. Applications for the position of summer school teacher will be submitted to the District Office by May 15. Each applicant will be notified as to the status of her/his application by June 1.
 - 3.8.3.2. All positions will be filled from the bargaining unit unless insufficient applications are received or the applicants do not meet the needs of the summer school program.
 - 3.8.3.3. Contracts for summer school will be offered on a contingency basis depending upon actual attendance of summer school students.
 - 3.8.3.4. The District will strive to have tentative summer school assignments made by June 1. Any changes in assignments will be discussed with the individuals involved. No unit member will be required to teach summer school.

3.9. **Compensation Time in the Absence of Available Substitutes**

- 3.9.1. Unused hours of compensation time earned pursuant to Article 5.5 may be carried into the next school year following accrual.
- 3.9.2. Each unit member will be responsible for recording her/his compensatory leave time accrued on the appropriate District form (Appendix B), having it verified by the appropriate administrator within ten (10) work days of the accrual, and filing a copy with the site office.

3.10. **Reimbursement for Authorized Travel**

- 3.10.1. Unit members required to use their cars in the course of their teaching day shall be reimbursed at the District rate.
- 3.10.2. Authorized travel for unit members shall be reimbursed at the District rate.

Article 4

BENEFITS

4.1. Health and Dental Insurance

- 4.1.1. For each unit member employed full-time and taking advantage of a District approved health insurance program, the District shall contribute one hundred ninety-two dollars (\$192) per year [sixteen dollars (\$16) per month for twelve (12) months]. In addition, the District will contribute to each unit member, on an individual basis, an amount which, when added to the sixteen dollars (\$16) per month, will not exceed \$926.28. Effective September 1, 2007, this contribution shall be made monthly, with a total yearly District contribution not exceeding \$11,115.36. For unit members employed 50% FTE or more, this amount shall be prorated.
- 4.1.2. For each unit member employed full-time the District shall contribute a composite rate of \$86.48 per month for twelve (12) months for a Delta Dental Insurance plan. For unit members employed less than full-time this contribution shall be appropriately prorated.
- 4.1.3. For purposes of this article only, a dependent shall include any individual who meets California Public Employment Retirement System's (CalPERS) definition of domestic partner, and who otherwise qualifies as an insured. This definition of dependent shall remain if the District and the Association mutually agree to change insurance providers.

4.2. Tax Sheltered Annuities

- 4.2.1. The District will provide payroll reductions for unit members who wish to participate in Internal Revenue Code Section 403(b) plans registered with the State of California

4.3. Retirement Program Requirements

- 4.3.1. The unit member, herein after referred to as "retiree", shall be voluntarily retiring before the age of sixty-seven (67).
- 4.3.2. The retiree must have rendered ten (10) years of full-time service in the District in a position requiring certification, must be at step ten (10) on the salary schedule, and must be at least fifty-five (55) years of age.

4.4. Retirement Option I, Extended Service

- 4.4.1. Retirees who satisfy all requirements shall be allowed to contract with the District to render limited educational services as independent contractors under the following conditions:
 - 4.4.1.1. Participation shall be voluntary on the part of the retiree.

- 4.4.1.2. The retiree shall, as an independent contractor, render twenty (20) professional days of educational services each school year. Such services shall be rendered within the specialty or field of expertise of the retiree, and shall be mutually agreed to by the retiree and the District. In the event that a member needs to redesignate their preferred option, it must be done on an annual basis. It cannot exceed the length of benefit initially declared nor incur a greater cost.
- 4.4.1.3. The retiree shall sign a contract of agreement setting forth these conditions and such other details as may be necessary to insure a mutually satisfactory understanding on the part of the retiree and the District of the services to be rendered and the times at which they are to be performed.
- 4.4.1.4. The retiree shall contract to render such services for a period of one year, and the contract shall be renewed annually for a total period of five (5) years up to and including the fiscal year in which the retiree reaches the age of sixty-seven (67), whichever comes first.
- 4.4.1.5. The retiree who contracts to render services under this program may not return to regular employment in the District.
- 4.4.2. For each school year of service (twenty professional days) rendered under this Agreement, the District shall pay the retiree a maximum of five thousand dollars (\$5,000) and the District shall contribute one hundred ninety-two dollars (\$192) per year [sixteen dollars (\$16) per month for twelve (12) months] directly to CalPERS for medical insurance. In addition, the District will contribute to each retiree, on an individual basis, an amount which, when added to the sixteen dollars (\$16) per month, will cover the employee-only medical and dental insurance premiums to a comparable extent as though the retiree were a regular employee of the District. Because STRS requires that the CalPERS premiums be deducted from the retiree's STRS check, the District will provide a non-taxable reimbursement at least once per quarter. Effective July 1, 1996, in order to be eligible for any PERS Care single-only rate program costing more than the highest HMO rate, the unit member must have been enrolled in that program for a minimum of four (4) years; enrollment for less than four (4) years shall entitle the unit member to a maximum of the highest HMO rate plan plus one-half the difference.

4.5. **Retirement Option II, Extended Service with Premium Reserve Account**

- 4.5.1. Retirees who satisfy all requirements and participate in Option I may elect to place the \$5,000 amount on account with the District in a Premium Reserve Account. These funds may be used to cover the cost of medical/dental programs designated by the retiree beyond the initial five (5) year period during which the District makes medical/dental premium contributions.
- 4.5.2. Alternatively, funds deposited in the Premium Reserve Account may be used by the retiree to pay for insurance premiums for other members of his/her family.
- 4.5.3. Should the retiree predecease his or her spouse, the remainder of the retiree's Premium Reserve Account shall insure to the retiree's beneficiary either as a lump sum payment or for the purposes of providing health and dental care under the District's plans available to this spouse at that time.

4.6. **Retirement Option III: Benefits Only**

- 4.6.1. A retiree who satisfies all requirements may elect to receive medical and dental benefits for himself/herself only, subject to the following restrictions:
- 4.6.2. The benefit shall be paid for a maximum of ten (10) years or only until the retiree reaches age sixty-seven (67) or only until the retiree becomes eligible for participation in the U.S. Government Medicare Program, whichever is less.
- 4.6.3. The District shall contribute one hundred ninety-two dollars (\$192) per year [sixteen dollars (\$16) per month for twelve (12) months] directly to CalPERS for each eligible retiree for medical insurance. In addition, the District will contribute to each retiree, on an individual basis, an amount which, when added to the sixteen dollars (\$16) per month, will cover the employee-only medical insurance premiums for the plan in which the retiree was enrolled at the time of retirement. Should the retiree subsequently enroll in a more expensive plan, the District's obligation is limited to the lower amount. Effective July 1, 1996, in order to be eligible for any PERS Care single-only rate program costing more than the highest HMO rate, the unit member must have been enrolled in that program for a minimum of four (4) years; enrollment for less than four (4) years shall entitle the unit member to a maximum of the highest HMO rate plan plus one-half the difference.
- 4.6.4. The dental plan shall be the plan currently in place for unit members.
- 4.6.5. For retirees employed less than full-time, the contributions shall be appropriately prorated, provided the employee was half-time or more.
- 4.6.6. Full premiums shall be paid by the District for not more than five (5) years from the date the retiree enrolls in the program, after which the District's contribution shall remain the same until the retiree's benefits end in accordance with the above paragraph. During this time the retiree shall prepay to the District on at least a monthly basis for the difference between the District's contribution for dental benefits at the end of the year and the actual cost of the retiree's benefit. Further, for medical insurance the District will limit the level of nontaxable reimbursement to the amount of its reimbursement at the end of the fifth year.

4.7. **Retirement Option Completion**

- 4.7.1. When retirees reach the completion of any above option, they may continue in any District group dental plan which is available to retirees by paying the appropriate premium in advance monthly.
- 4.7.2. When retirees reach the completion of any above option, they may continue in any CalPERS health insurance plan which is available to them by having premiums deducted from their STRS checks.

4.8. **Part-Time Employment with Full-Time Retirement Credit**

- 4.8.1. This part-time employment is limited to a period not to exceed five years after which the employee must retire from the District, and no employee shall participate after attaining the age of sixty-five (65). Any employee in the program who reaches sixty-five (65) during the school year may continue the employee's reduced service for the balance of that year.

- 4.8.2. As long as enabling legislation remains in effect unit members shall be allowed to reduce their workload from full-time to part-time duties, with full-time retirement credit, under the following conditions:
- 4.8.2.1. The reduction of the unit member's workload shall be voluntary on the part of the member and the District.
 - 4.8.2.2. The member must have rendered ten years or more of full-time service in the District in a position requiring certification, and must have been employed full-time in such a position for each of the five years immediately preceding entrance into part-time employment.
 - 4.8.2.3. The member must have been employed in a position with a salary range no higher than that of school principal for each of the three years immediately preceding entrance into part-time employment.
 - 4.8.2.4. The member must be at least fifty-five (55) years of age at the beginning of the school year or term in which part-time employment begins, and may not continue in either part-time or full-time employment beyond the year in which he or she reaches age sixty-five (65).
 - 4.8.2.5. The reduced workload must be based on a full school year or term, and the minimum compensation paid or time worked must be equal to no less than one-half time. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the member's contract of employment during his/her final year of service in a full-time position.
 - 4.8.2.6. The employee's regular full-time salary shall be reduced in the same proportion as employment is reduced. District contributions for health and dental plans shall be made in the same manner as for a full-time employee.
 - 4.8.2.7. The member and the District shall contribute to the State Teachers' Retirement System the amount that would be required if employment had continued to be full-time.
 - 4.8.2.8. The reduction of each member's workload must be approved by the Superintendent on an individual basis, after a determination has been made that the reduction is in the best interests of the District and can be accomplished without significant disruption of ongoing programs or services.
 - 4.8.2.9. It is understood and agreed by both parties that the part-time duties shall be rendered in such assignments and at such times during each year as are mutually agreed to by the unit member and the Superintendent, except that when mutual agreement cannot be reached prior to June 15, the duties shall be assigned by the Superintendent.

- 4.8.2.10. Prior to the start of the school year (July 1) in which part-time employment is to begin, the unit member shall sign a contract of agreement setting forth these conditions and such other details as may be necessary to insure a mutually satisfactory understanding on the part of the unit member and the District. The agreement shall be subject to the applicable laws and regulations of the State of California, the lawful rules and regulations of the California State Board of Education, and the rules and regulations of the District. Such statutes, rules, and regulations shall be made a part of the terms and conditions of the agreement as though expressly set forth therein.
- 4.8.2.11. The agreement shall be automatically renewed each year and shall continue in effect until the end of the school year in which the employee reaches the age of sixty-five (65) or the end of the fifth school year following the signing of the agreement, whichever is less.

Article 5

HOURS

5.1. Duty Day

- 5.1.1. Unit members shall be required to be at their school or other work sites no more than 30 minutes prior to the beginning of the students' instructional day. Unit members are expected to remain a sufficient amount of time after the latest student dismissal time to take care of professional responsibilities. On the last day of school these responsibilities shall be evidenced by the signature of their immediate supervisor on a District-developed end-of-year checklist.
- 5.1.2. Unit members shall normally remain at assigned sites for assigned times unless site administrators are notified. Nothing in this article shall prevent a principal or immediate supervisor from allowing a unit member to arrive late or leave early in cases of an emergency situation; in cases beyond the instructional day there shall be no deductions.

5.2. Duty-Free Lunch

- 5.2.1 Unit members employed full-time shall be provided a continuous duty-free lunch period of no less than 30 minutes.

5.3. Direct Instructional Services

- 5.3.1 Except on special schedule days or with approval of site administrator, all full-time unit members shall provide direct instructional services to students daily as follow:

| | |
|--------------|-------------|
| Kindergarten | 260 minutes |
| Grade 1 | 290 minutes |
| Grades 2-3 | 290 minutes |
| Grades 4-6 | 310 minutes |
| Grades 7-8 | 267 minutes |

- 5.3.2 Any special program or support staff unit member not assigned to a regular classroom for the full school day shall provide the student service equivalent of 1500 minutes per week. Part-time employees shall have service times appropriately prorated. Minimum days shall be no less than 200 instructional minutes at grades 1-6 and no less than 180 instructional minutes at grades 7-8 so long as the average instruction minutes over two consecutive days is no less than 240.

5.4. Preparation Period

- 5.4.1. Unit members employed full-time at an intermediate school and serving as a classroom teacher for more than three (3) periods shall be assigned one (1) period per day for preparation and planning.

5.4.2. The district shall assign certificated specialists, to provide students enrolled at an elementary school in grades four through six with 75 to 100 minutes per week of instruction consistent with the district's adopted curricula. This instructional time is intended to concurrently provide each involved regular classroom teacher with preparation time free of instruction and/or student supervision. Each specialist's schedule shall be determined by the specialist and the school principal(s) using input from the involved teachers.

5.4.2.1. If preparation time teachers are absent, a substitute will be hired. In those cases where a substitute is unavailable, the lost preparation time will be made up to the classroom teacher no later than the end of the trimester or by the end of the school year, whichever comes first.

5.5. **Substituting**

5.5.1 Unit members shall not normally be required to substitute during their preparation periods except in the event of sudden illness, accident, emergency, or when substitutes are not available. However, if a unit member does provide substitute service during his/her conference/planning period, he/she will receive compensatory time equivalent to one period. When the unit member accrues seven periods, he/she will be entitled to one day off with pay or be paid for one day at the substitute rate of pay. All substitute assignments shall require prior authorization by the site principal.

5.6. **Parent Participation**

5.6.1 Unit members at each site will meet with their site administrator(s) to mutually design and implement programs that invite and encourage parent participation.

5.6.1.1. The programs may include a continuation of "traditional" formats for Back-to-School, parent conferences, and Open House. The respective parties may implement alternative programs which best meet parent, student, and staff objectives at their individual sites.

5.6.1.2. The programs planned and presented at a site will include the participation of unit members at that site and will be held at a time that maximizes parent attendance. Participation in school support groups, such as parent-teacher associations is encouraged.

5.7. **Variations in Weekly Schedule**

5.7.1. The staff at each site may request Board approval of a weekly schedule employing four longer instructional days and one shortened day which maintain the number of state-required instructional minutes. The shortened day in such a schedule is a regular professional day and afternoon staff work time is devoted to planning and staff in-services. For those sites having one (1) shortened day a week: two (2) days a month, or three (3) days for those months with five (5) shortened days, shall be reserved for individual planning by regular classroom teachers and three (3) days a month shall be reserved for individual planning and preparation for special education classroom teachers.

5.8. **Minimum Days**

5.8.1. The number of minimum days for each school year shall be identified on the school calendar. All schools will be on minimum day schedules the last student days, the day before Thanksgiving recess, winter recess and spring recess. If Back-to-School or Open House are evening activities, they shall be minimum days. Those minimum days shall be scheduled the day before, the day of, or the day after the activity. Each faculty shall decide how the day shall be scheduled. At least nine (9) minimum days will be used for parent-teacher conferences. Teachers will make every effort to conference every parent during the first conference period. The second conferences shall be required for at-risk students and at the parent's option for other students. Unit members may leave school upon completion of scheduled conferences. All conferences shall be scheduled by unit members who shall make all reasonable efforts to accommodate parents.

5.9. **Staff Meetings**

5.9.1. Staff meetings extending beyond the professional day shall not exceed two (2) per month and 60 minutes each. Staff meetings may be extended to 75 minutes long so as a final agenda has been distributed to the staff two (2) days prior to the staff meeting. A calendar of staff meetings for the year shall be distributed by the District to all unit members no later than the first day of instruction of each school year. The Superintendent may call meeting(s) for all staff if extenuating circumstances require such meeting(s).

5.10. **IEP Meetings**

5.10.1. I.E.P. meetings, written notice for which unit members shall receive at least ten (10) work days in advance, shall normally be scheduled during the instructional day and, shall not exceed five (5) hours per year outside the instructional day unless waived by the unit member. The District shall make every effort to involve those responsible for implementation of the I.E.P. in the formulation of that I.E.P. At least one (1) general education teacher shall attend the I.E.P. meeting for no longer than is required by law.

5.11. **Work Year**

5.11.1. The work year for all unit members, except for counselors hired before July 1, 1993, for 195 days, is 182 days. A unit member voluntarily exceeding 184 days for the regular school year at District request will be paid at the per diem rate based upon her/his annual salary (excluding summer school).

5.11.2. Effective 2009-2010 school year: the regular teacher work year shall be 184 days, including 180 days of instruction, 2 teacher work days and two days of staff development. In the event that the district does not receive adequate funding from the State to support professional development the two days of professional development shall be immediately discontinued, the work year revert to 182 days and the salary schedule per diem will be discontinued.

5.12. **Outdoor Education**

- 5.12.1. Unit members shall be encouraged but not required to attend Outdoor Education with their participating classes. Unit members who do not attend Outdoor Education with their participating classes shall serve in the District for the regular work day in such assignment as the superintendent may designate until their classes return.
- 5.12.2. Unit members attending Outdoor Education with participating classes shall serve for the entire time during which their respective classes are participating, and for such hours during the day and evening as the District Outdoor Education Coordinator may assign. Such assignments may be shared.
- 5.12.3. In recognition of the extra time and responsibility involved for unit members accompanying students to Outdoor Education Camp, unit members will be provided with stipends of \$100.00 each per day.
- 5.12.4. Unit members may travel in their own vehicles at their own expense unless no adult supervision can be provided on the bus. The District will make all reasonable efforts to provide supervision, other than unit members on the bus.

5.13. **Morning Breaks**

- 5.13.1. All unit members assigned to K-6 sites shall participate in scheduling which shall result in morning breaks no less than 15 minutes for all K-6 teachers.

5.14. **Professional Responsibilities**

- 5.14.1. A Professional Responsibilities Task Force shall be formed at each site consisting of the site principal, or designee, and three (3) to five (5) unit members selected by the Association members at that site.
- 5.14.2. The Professional Responsibilities Task Force shall determine:
 - 5.14.2.1. The tasks and the total number of hours for each task that should be necessary for that school site.
 - 5.14.2.2. The system which would best provide for that school site for equitable distribution of the necessary tasks among the members. Equitable distribution does not necessarily mean the same number of hours. The system shall provide for an opportunity for volunteering for duties prior to any assignments being made by the Professional Responsibilities Task Force.
- 5.14.3. The Professional Responsibilities Task Force shall meet at mutually agreeable times at the request of either the principal or association representative at the site in an effort to resolve the professional responsibilities assignments prior to the first day of student attendance.
- 5.14.4. In the event the Professional Responsibilities Task Force is unable to resolve an issue, the decision of the site administrator shall be final, except that such decision shall be consistent with the other provisions of this article and shall be based upon the educational needs of the school.

5.14.5. Because a substitute teacher is hired to fulfill all daily instructional and professional responsibilities assigned to the regular teacher during the normal working day, a teacher will be credited with having performed these responsibilities on days of absence.

Article 6

LEAVES

6.1. Miscellaneous

- 6.1.1. Days means work days of bargaining unit members, unless otherwise specified.
- 6.1.2. A unit member on paid leave of absence shall receive normal coverage under District health and dental insurance plans.
- 6.1.3. A unit member on unpaid leave of absence shall be permitted to continue coverage under District health and dental insurance plans to the extent permitted by the individual insurers by paying to the District the full cost of the premiums.
- 6.1.4. Any member who was previously employed by another California public school district will be entitled to transfer credit for accrued sick leave, providing that such transfer is requested within the first year of employment.
- 6.1.5. The District may require that any unit member on unpaid leave provide notice of her/his intent to return. To activate this advance notice, the District shall, before February 1, inform the unit member by personal service or certified mail, return receipt requested, that notice is required. Unless good cause exists, the unit member must respond to the District's advance notice request prior to May 30 or she/he will be deemed to have declined employment and her/his services may be terminated as of June 30th. (EC44842)
- 6.1.6. Each unit member will work with the District to minimize the combined total of his/her days out of the regular assignment resulting from use of leave, training opportunities, or professional obligations such as committee participation or special project work.
- 6.1.7. Deductions for leaves shall be rounded to the nearest hour increment if the leave is less than one day for those unit members who work at the middle school.

6.2. Sick Leave

- 6.2.1. Unit members shall use sick leave only for illness, injury, or quarantine and shall so certify on a District form immediately upon return to work. Up to five (5) days of sick leave shall be available for the care of a sick family member. For the purposes of this article, family shall be defined as per Section 6.8.2 – Bereavement Leave.
- 6.2.2. Unit members absent because of an accident and members absent seven (7) days or more because of illness shall furnish a written release from a licensed health care practitioner before being allowed to return to work.
- 6.2.3. Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave available to the unit member from the first work day of each year. Sick leave which is not used shall accumulate from year to year without limit.

- 6.2.4. Unit members who work less than full-time shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 6.2.5. The District shall provide each unit member with an accounting of the number of days of sick leave she/he has accumulated, plus the number of days to which the unit member is entitled for the current school year. The District shall normally provide an accounting of such days to unit members by November 1 of each school year.
- 6.2.6. Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article shall receive up to one hundred (100) days of Extended Sick Leave. A unit member on Extended Sick Leave shall be paid her/his normal daily rate of pay minus the Board adopted rate of pay for a substitute per day up to a maximum of fifty (50) percent of member's normal daily rate. Unit members on Extended Sick Leave shall furnish the same release by a licensed health care practitioner before being allowed to return to work as required after seven (7) days or more for regular sick leave.
- 6.2.7. Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom. The length of such sick leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her licensed health care practitioner.

6.3. **Jury Duty/Witness Leave**

- 6.3.1. A unit member shall be granted leave, without loss of pay, to appear in court as a witness under official order, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.
- 6.3.2. Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than her/his regular pay.

6.4. **Personal Leave: Full Schedule**

- 6.4.1. An unpaid leave of absence not to exceed one calendar year may be granted to a unit member on request for personal reasons. The following terms and conditions must be met:
- 6.4.2. The unit member shall submit a written request to the District Office specifying the number of days for which the leave is requested, the inclusive dates, and the reasons for which the leave is requested. Except in cases of extreme and verifiable emergency, requests for Personal Leave: Full Schedule for a school year beginning July 1 must be made by May 1 of the preceding year.
- 6.4.3. The request, if granted, shall be approved by the member's immediate supervisor and by the superintendent.
- 6.4.4. Upon request the unit member may be granted one additional consecutive leave not to exceed one (1) year.

- 6.4.5. A unit member who has been granted a leave of absence for personal reasons shall return to work no earlier than the first work day following the last date of leave specified in the written request.
- 6.4.6. Investigation of employment alternatives, either in an equivalent position or a new occupation is not an acceptable reason for Personal Leave.

6.5. Personal Leave: Partial Schedule

- 6.5.1. An unpaid leave of absence resulting in part-time employment not to exceed one calendar year may be granted to a unit member on request for personal reasons. The following terms and conditions must be met:
- 6.5.2. The unit member shall submit a written request to the District Office specifying the number of days for which the leave is requested, the inclusive dates, and the reasons for which the leave is requested. Except in cases of extreme and verifiable emergency, requests for Personal Leave: Partial Schedule for a school year beginning July 1 must be made by May 1 of the preceding year.
- 6.5.3. The request, if granted, shall be approved by the member's immediate supervisor and by the superintendent.
- 6.5.4. Personal Leave: Partial Schedule may be continued for up to two years, subject to the terms and conditions above.
- 6.5.5. Any Personal Leave: Partial Schedule approval is subject to determination of the availability of suitable replacement personnel.
- 6.5.6. Benefits to those unit members on Personal Leave: Partial Schedule shall be prorated.
- 6.5.7. A unit member who has been granted a Partial Schedule leave of absence for personal reasons shall return to work no earlier than the first work day following the last date of leave specified in the written request.
- 6.5.8. Investigation of employment alternatives, either in an equivalent position or a new occupation is not an acceptable reason for Personal Leave: Partial Schedule.

6.6. Job Shares

- 6.6.1. Two tenured teachers, with the recommendation of the principal and approval of the Superintendent, may share one teaching position for a minimum of one year provided the Superintendent determines each year this is in the best interest of the students.
- 6.6.2. In no event shall the total amount of health and welfare benefits for the job-shares exceed the amount the District would have paid if the position had not been shared.
- 6.6.3. Requests for shared teaching positions must be submitted yearly to the Superintendent by March 15. Requests must include the following:

- 6.6.3.1. Verification of excellent teaching evaluations for the prior two years;
- 6.6.3.2. Method(s) to be used to maintain curriculum continuity;
- 6.6.3.3. Process(es) to be used to remain current in terms of responsibilities when staff meetings cannot be attended and to remain current in terms of individual and collective students; and
- 6.6.3.4. Approval of supervising principal.
- 6.6.4. Salary and benefits to those unit members on Partial Schedule Personal Leave shall be prorated.
- 6.6.5. Each job-sharing unit member shall receive a salary schedule increment each year.
- 6.6.6. If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time teaching, whenever possible the unit member will be returned to her/his original school. If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time teaching, the unit member will be assigned to the first available full-time teaching position for which she/he is credentialed to teach and in conformance with the provisions of this Agreement. Teachers not returning to the position held immediately prior to the job share shall be deemed involuntarily transferred pursuant to Article 7.

6.7. **Personal Necessity Leave**

- 6.7.1. With the site administrator's verification of no adverse impact on students or the District, Personal Necessity Leave, earned under Section 6.2., Sick Leave, may be used at the unit member's election for the purposes identified below; the unit member will indicate the applicable category of leave on the District form (Appendix C):
 - 6.7.1.1. conducting personal/business which cannot be attended to outside of normal work hours;
 - 6.7.1.2. leave to attend the funeral of other than immediate family as defined in Section 6.8; or
 - 6.7.1.3. additional Bereavement Leave.
- 6.7.2. Personal Necessity Leave, earned under Section 6.2., Sick Leave, may be used at the unit member's election for the purposes identified below; the unit member will indicate the applicable category of leave on the District form (Appendix C):
 - 6.7.2.1. accident involving unit member's person or property or the person or property of a unit member's immediate family;
 - 6.7.2.2. immediate family illness;
 - 6.7.2.3. appearance in court as a litigant or as a witness under an official order; a copy of the court order or official evidence must be submitted as verification;

6.7.2.4. imminent danger to unit member's property;

6.7.2.5. adoption of a child; or

6.7.2.6. religious observance.

6.7.3. The site administrator will be given advance notice of the leave, including the duration, to the extent that emergencies or circumstances beyond the unit member's control do not preclude such notice. The District has the right to clarify the nature of personal business.

6.7.4. Normally this leave may not be used for the extension of a holiday or break or other employment.

6.7.5. In extremely unusual situations the District may grant extended necessity leave beyond the seven day maximum specified in Education Code 44981.

6.7.6. If the unit member elects not to use sick leave for any of the preceding purposes, a deduction will be made from salary at the unit member's daily rate.

6.8. **Bereavement Leave**

6.8.1. On account of the death of any member of a unit member's immediate family the unit member shall be entitled to a bereavement leave not to exceed five (5) days, or seven (7) days if travel over 200 miles is required. The amount of such leave shall be determined by the Superintendent or designee and will not be deducted from the unit member's sick leave or other leave granted by the District.

6.8.2. "Immediate family" means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle and any person living in the household of the unit member.

6.8.3. Additional bereavement leave, including that for persons other than members of the immediate family is provided under Section 6.7.1., Personal Necessity Leave.

6.9. **Family Leave**

6.9.1. Unit members shall have the rights set forth in the federal Family Medical Leave Act of 1993 (FMLA), the California Family Rights Act (CFRA), and their implementing regulations, as amended. The language of this Agreement shall neither reduce nor expand the benefits provided by law. The interpretation of the rights set forth in this Section shall be resolved through reference to the specific language contained within the Acts, regulations and applicable court decisions. Unit members may elect to pursue remedies concerning any dispute or issue related to this Section under either this Agreement or the applicable Acts, but not both.

6.10. **Personal Day**

- 6.10.1. Unit members are entitled to three (3) days for personal leave per school year. Unit members will provide at least three (3) days advance notification. Personal leave will not be used for other employment or an extension of a holiday or break, and may be taken in full days only,
- 6.10.2. Days utilized for personal leave will be deducted from sick leave. If a unit member elects not to use sick leave, a deduction will be made from salary at the daily rate.

6.11. **Sabbatical Leave**

- 6.11.1. Sabbatical leave shall be defined as a paid leave granted to a unit member for a school year or less for study, research, travel or any combination of these and may be granted to eligible unit members in accordance with the following provisions:
- 6.11.2. Eligibility: All members employed full-time who fulfill the requirements listed below are eligible and may apply for sabbatical leave.
 - 6.11.2.1. The member has served in a certificated position or positions in the San Bruno Park School District for seven (7) or more consecutive years of full-time service immediately prior to the sabbatical year.
 - 6.11.2.2. The member has not been granted a sabbatical leave during the seven years immediately prior to the sabbatical year.
- 6.11.3. Application: An application for sabbatical leave must be completed and submitted to the personnel office by March 1 of the year preceding the year in which the leave is to be taken. Applications for sabbatical leave must be approved by the Superintendent and Board.
- 6.11.4. Purposes and Conditions:
 - 6.11.4.1. The Board may grant sabbatical leave to an eligible member for professional study at an accredited college or university, independent study or research, travel, or any combinations of these.
 - 6.11.4.2. The proposed activities must be demonstrably related to the member's service or potential service in the District and must represent an amount of work sufficient to justify the time spent.
 - 6.11.4.3. A member who wishes to request a sabbatical leave shall submit an application specifying the beginning and ending dates of the leave, the activities the member intends to pursue while on leave, the purposes for which he or she intends to pursue them, how the activities are related to the member's present or potential service in the District, and the form in which the member will report the results of the activities at the end of the leave.
 - 6.11.4.4. A full-year sabbatical leave shall be considered to begin on July 1 and to end on June 30. A half-year sabbatical year shall be considered to begin on July 1 and to end on the day that completes one-half of the member's assigned number of work days OR to begin on the day after

the day that completes one-half of the member's assigned number of work days and to end on June 30. Sabbatical leaves may be granted for other fractions of a year provided that each such leave granted begins on July 1 OR ends on June 30, and provided further that each such leave shall be considered to be for that fraction of a year which equals the fraction of assigned work days spent on leave. In no event shall a sabbatical leave be granted for less than a half-year.

6.11.5. Compensation and Other Terms:

- 6.11.5.1. A member granted sabbatical leave shall carry out all of the activities specified in the approved program, and shall render at least two years service in the San Bruno Park School District immediately after the end of his or her leave.
- 6.11.5.2. The sabbatical leave agreement is as binding as a contract. Failure to comply with the terms and fulfill the conditions described in this section can result in the loss of all or part of a member's sabbatical leave salary.
- 6.11.5.3. A member granted sabbatical leave shall be paid one-half of his or her salary while on leave in accordance with the provisions of the appropriate District salary schedule in effect during that year. The District shall also pay one-half of the cost of the member's regular health and dental plan benefits provided the member pays the other half.
- 6.11.5.4. The year in which a sabbatical leave is taken shall be counted as a leave of service and experience on the salary schedule.
- 6.11.5.5. No salary credit shall be allowed for professional growth units completed wholly or partially while on sabbatical leave.
- 6.11.5.6. For retirement purposes, the year in which sabbatical leave is taken shall be counted as one year minus one-half of the fraction of a year spent on sabbatical leave.
- 6.11.5.7. No days of sick leave shall be allowed for a sabbatical leave.
- 6.11.5.8. The District may, but is not obligated to, reimburse the member for the cost of any materials developed during the sabbatical year for use in the District. Such costs shall represent direct out-of-pocket expenditures by the member and shall be approved by the Superintendent.
- 6.11.5.9. During the sabbatical year a member on sabbatical leave shall furnish such reasonable evidence as the Superintendent may require to verify that the member is complying with the terms and conditions upon which the leave was granted. The Superintendent shall request such verification no less than once during the sabbatical year, and may request it more often if, in the judgment of the Superintendent, this is necessary or desirable.
- 6.11.5.10. A member on sabbatical leave shall notify the Superintendent immediately of any unforeseen circumstances during the sabbatical year that prevent the member from fulfilling the terms and conditions

upon which the leave was granted. Such circumstances shall be reported to the Superintendent and the member shall not be entitled to further sabbatical leave salary unless an alternative plan is approved by the Superintendent. A member who cannot or does not fulfill the terms and conditions upon which the sabbatical leave was granted shall only be entitled to that portion of the sabbatical leave salary which represents the percentage of work completed or terms and conditions fulfilled, as determined by the Superintendent.

6.11.5.11. If an accident or serious illness prevents a member on sabbatical leave from fulfilling the terms and conditions upon which the leave was granted, the member shall notify the Superintendent by registered letter within thirty (30) days of the accident or first day of illness. The member shall be placed on sick leave retroactive to the day of the accident or first day of illness, and the sabbatical leave shall be canceled. No restitution of any sabbatical leave salary paid up to the first day of sick leave shall be required, provided that proper notification to the Superintendent was made.

6.11.5.12. If a sabbatical leave is canceled and the member is able to return to service during the sabbatical year, the member shall be reassigned in the manner that best meets the District's needs, but every effort shall be made to place the member in an assignment similar to the one he or she held prior to going on leave.

6.11.5.13. If death prevents the member from fulfilling the terms and conditions on which the leave was granted, no repayment of salary will be required from the member's estate.

6.11.5.14. The District shall not be liable for the payment of any compensation or damages provided by law for the death or injury of any member while the member is on sabbatical leave.

6.11.5.15. The number of leaves granted each year by the Board shall depend upon the funds available. In no case will the number of leaves granted equal more than one per hundred members or major fraction thereof in service during the sabbatical year.

6.12. **Leave to Hold Public Office**

6.12.1. A unit member who is elected to public office requiring full-time service shall be entitled to an unpaid leave of absence for the length of his/her first term in office or one (1) year, whichever is greater.

6.12.2. The member shall notify the Board of his/her intended return to District employment at least 90 days in advance.

6.12.3. A unit member who is elected to a local office requiring less than full-time service may be granted a total of five (5) days leave without loss of pay in any one school year to attend to duties arising out of the office, subject to the approval of the Superintendent. Time off granted in excess of five (5) days may be compensated at the rate of the difference between the member's daily rate of pay and the rate actually paid the substitute.

6.13. **Military Leave**

6.13.1. In accordance with the Education Code, military leave of absence shall be granted to unit members inducted into military service or serving on active service with the Reserves or National Guard. Members who are inducted into military service and those who have served in the Armed Forces of the United States of America shall receive credit for such service if the service is or was performed after the member's actual teaching experience or experience in another credential service. Any unit member who has been placed on the salary schedule in accordance with a previous salary schedule provision which recognized military service, no matter when it was performed, shall be advanced on the salary schedule without penalty.

6.14. **Workers' Compensation Leave**

6.14.1. The purpose of the article is to communicate the rights of employees to Workers' Compensation benefits; there is no intent to expand benefits or rights.

6.14.2. Eligibility: A unit member who has sustained a job-related injury or illness shall report the injury or illness on the appropriate District form within 24 hours or as soon as physically practical. To be eligible for Workers' Compensation leave a unit member claiming such leave shall be examined by a physician approved by the District Workers' Compensation insurance carrier, or by his/her personal physician previously designated on a District form. The District's determination of eligibility for Workers' Compensation leave shall be subject to review by the Workers' Compensation Appeal Board, if challenged.

6.14.3. Allowable leave shall be for sixty (60) days when the unit member would otherwise be performing duties, in any one fiscal year for the same accident/illness. Leave paid by Workers' Compensation Insurance shall not be charged to regular sick leave. If the three-day waiting period is not paid by Workers' Compensation Insurance, it will not be charged to sick leave.

6.14.4. Unused allowable leave shall not be accumulated from incident to incident. The 60-day leave shall commence on the first day of absence.

6.14.5. During the paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received. The District shall issue the unit member appropriate salary warrants.

6.14.6. Workers' Compensation leave shall be reduced by one day for each day of authorized absence regardless of any compensation award made under Workers' Compensation.

6.14.7. Any unit member receiving workers' compensation benefits may travel outside of the State of California for a period not to exceed thirty (30) days if approved by the superintendent or his/her designee. The unit member shall file his/her request to travel with the superintendent stating the reasons for travel, departure date, location, mailing address and return date.

6.14.8. Travel outside of the state in excess of thirty (30) days may be approved by the superintendent if:

- 6.14.8.1. The unit member files with the superintendent a verification from a physician that travel outside of the state in excess of thirty (30) days is necessary for medical care or treatment, or
- 6.14.8.2. The unit member verifies that care can be provided more reasonably in the home of a relative or friend. In such a case, the District may require periodic verification by a physician that the unit member is still disabled and unable to return to work.

6.15. **Catastrophic Leave Bank**

- 6.15.1. Unit members may apply for and be eligible to receive catastrophic leave pursuant to the following:
 - 6.15.1.1. Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
 - 6.15.1.2. Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated as used in this paragraph means having donated sick leave during the period as defined in section 6.15.2 below. Catastrophic leave credits may be used in full day increments only.
- 6.15.2. Procedure for Contributing Sick Leave Credit
 - 6.15.2.1. Unit members may contribute not more than one (1) sick leave day in any one school year.
 - 6.15.2.2. If a minimum of thirty (30) unit members fail to contribute sick leave credits to the leave bank in two consecutive open enrollments, the catastrophic leave provisions shall automatically be rescinded and any unused sick leave credits in the leave bank shall be returned (on a proportional basis full days only, amounts less than full days are forfeited) if necessary, to those who donated credits and who did not use any leave bank benefits.
 - 6.15.2.3. Sick leave credits may only be contributed during an open enrollment period specified by the Association. Unit members who do not contribute during such open enrollment period may not participate in the leave bank program, and may not contribute until the next open enrollment period as determined by the Association. Newly hired unit members may contribute to the leave bank within their first thirty days of employment.
 - 6.15.2.4. Contributions of sick leave credits are irrevocable and shall be in full days only.
- 6.15.3. Association Committee

- 6.15.3.1. An Association committee comprised of three (3) representatives and an alternate will administer the provisions of this leave bank.
- 6.15.3.2. The Committee will determine unit member eligibility for catastrophic leave; determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, and previous use of sick leave and catastrophic leave.
- 6.15.3.3. The committee will establish procedures for requesting and donating sick leave credits and will act prudently to ensure that a sufficient number of days are in the leave bank to meet anticipated needs.
- 6.15.3.4. The committee will approve and designate appropriate forms for donating and requesting catastrophic leave credits; determine the method of proration for sick leave days returned to donors upon discontinuance of the program; and, be bound by appropriate rules of confidentiality.

6.15.4. Miscellaneous

- 6.15.4.1. Unit members receiving workers' compensation benefits for industrial illness/injury, will not be entitled to use the leave bank.
- 6.15.4.2. Approval or denial of leave bank requests will be final and not subject to the provisions of Article 12, Grievance Procedure.
- 6.15.4.3. District paid health and welfare benefits will continue while any unit member is using leave bank days.

6.16. **Association Leave**

- 6.16.1. The president of the Association or her/his designee may be granted a total of seven (7) days of paid leave each school year for the purpose of conducting Association business, provided that the Association reimburses the District for the actual cost of the substitute provided. The president or her/his designee shall be excused from school duties for purposes of this leave upon two (2) days' advance notification to the Superintendent by the Association. Upon request by the president or her/his designee the Superintendent may reduce this advance notice requirement.

Article 7

TRANSFERS AND REASSIGNMENTS

7.1. Definitions

- 7.1.1. Assignment: The grade level or levels and subjects taught or services performed by a unit member at the particular site.
- 7.1.2. Reassignment: A change in assignment.
- 7.1.3. Transfer: A change which results in the movement of a unit member from the assignments held at a particular site to another site.
- 7.1.4. Voluntary Transfer: A transfer initiated by a unit member.
- 7.1.5. Involuntary Transfer: A transfer initiated by the District.
- 7.1.6. Vacancy: Any open position available after completion of reassignments which will require service for seventy-five percent (75%) or more of the school year, and will be filled by initial assignment or transfer.
- 7.1.7. Seniority: The length of service in the District in a non-management certificated position is determined by date of initial paid service for layoff purposes (Ed. Code 44955). All other applications are determined by original date of hire.

7.2. Posting of Vacancies

- 7.2.1. Beginning May 15 and continuing until the close of the regular school year, all known unit vacancies shall be posted in all faculty rooms or other prominent locations at the work site and District Office to enable unit members to apply for vacant positions. All notices of vacancies shall be posted no less than five (5) days. A copy of such notice shall be sent to the Association President at the time of the posting.
- 7.2.2. Any unit member wishing to be notified of any vacancies after the close of school shall specify the type of vacancy and provide appropriate notification information to the Superintendent or designee before the close of school.
- 7.2.3. After the close of school, vacancies shall be posted in the District Office until September 1. Vacancies occurring after August 15 shall be open only until filled, except that the District shall make every effort to contact those unit members who have requested notification of such vacancies and provide those unit members opportunities to apply.
- 7.2.4. All qualifications for a vacant position shall be stated in the notice of vacancy. The District retains the right to establish the relevant qualifications on a case-by-case basis. Such notice shall specify the final date for unit member applications and the initial date of posting.

- 7.2.5. The criteria for selecting unit members for vacant positions shall be: certification of unit member; special requirements for a vacancy as shown on the job announcement; unit member's teaching experience in a subject matter; grade level; major/minor field of study; and satisfactory evaluations. When consideration of these criteria results in equality among applicants, the candidate with the greater seniority shall be selected.

7.3. **Voluntary Transfer**

- 7.3.1. A unit member shall initiate a voluntary transfer for the subsequent school year by written notification to the Superintendent no later than the last day of the prior school year.
- 7.3.2. Unit members who have applied for vacancies shall be interviewed, provided they meet the qualifications specified on the notice of vacancy and have submitted their applications prior to the deadline specified on the notice.
- 7.3.3. In the event candidates for a position are substantially equal based on the criteria specified in Section 7.2.5. above, the candidate with the greater seniority shall be selected.
- 7.3.4. When application is made for a voluntary transfer to take effect at the beginning of the next school year, the unit member shall be notified whether or not his/her application for voluntary transfer was accepted by the last day of the school year or as soon thereafter as possible.
- 7.3.5. If a voluntary transfer request is denied and the unit member requests reasons for the denial, the appropriate site administrator shall meet with the unit member to discuss the specific reasons.
- 7.3.6. Unit members who qualify under the criteria set forth in Section 7.2.5. above shall be interviewed and selected for a posted position prior to the interview and consideration of qualified non-unit applicants.

7.4. **Involuntary Transfer Procedure**

- 7.4.1. An involuntary transfer/reassignment may be initiated by the District due to: changes in enrollment; school closure and openings; staffing shortages or surpluses within a school and/or department; or specified instructional needs.
- 7.4.2. The District shall seek volunteers before involuntarily transferring a unit member to fill a vacancy. Unit members to be involuntarily transferred shall have the right to indicate preferences in writing from a list of known vacancies. Unit members who agree to "volunteer" for transfer under this provision shall retain all rights and protections provided in this article to those who have been transferred involuntarily. The Superintendent or designee shall honor such preferences in accordance with section 7.2.5. which specifies the criteria for selecting unit members for vacant positions. The unit member to be involuntary transferred will be selected using the following criteria:
- Assignment in declining area such as primary (including 3/4 combination), upper, departmental middle school
 - Meets requirements for district openings

- Least seniority in district

7.4.3. Written notice of an involuntary transfer, and a written rationale, shall be given to the unit member during a conference with the originator of said change prior to a final involuntary transfer. Five (5) work days notice shall be given before the transfer takes effect, unless waived by mutual agreement.

7.4.4. After receiving the written rationale, the unit member shall have the right to a meeting with the Superintendent within five (5) working days to discuss the transfer. An association representative may also be present at the meeting.

7.4.5. Unit members involuntarily transferred will, upon request, have return rights to the original school for the next year if a vacancy exists for which the unit member is appropriately credentialed.

7.4.6. Unit members selected for involuntary transfers shall not be involuntarily transferred again for three (3) years.

Article 8

SAFETY

8.1. **Personal Safety**

8.1.1. Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being unless the unit member(s) have been designated as an "Emergency Service Worker" pursuant to applicable law by an entity authorized to make this designation. Upon notification, the District shall make reasonable efforts to accommodate the unit member or eliminate or remedy any unsafe condition. Only upon request of the Association, the District shall provide training on the duties and responsibilities of "Emergency Service Workers." The Association shall encourage unit attendance by unit members, but attendance shall be voluntary.

8.2. **First Aid Requirements**

8.2.1. The District shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth-to-mouth shields, first aid information, flashlights, and basic first aid supplies, and other items which may be unique to a work location such as 100-1000 feet of line (for use in smoke filled halls or dark buildings). Sites shall be provided blankets, water, and food.

8.3. **Emergency Plans**

8.3.1. Sites are expected to maintain contingency plans for a wide variety of safety risks, including, but not limited to suspicious or unwanted persons on the work site, fire, earthquake, flood, evacuations, and emergency closings. The District Safety Committee shall provide each work site with general procedures for safety.

8.4. **Insecticides or Poisons**

8.4.1. If insecticides or poisons are used, the District shall notify unit members of the names of the chemicals in advance of their use. The District shall apply them only at times when unit members and pupils are not present.

8.5. **Suspension of Students**

8.5.1. A unit member may suspend any pupil from the unit member's class for any of the acts enumerated in Section 48900 of the Education Code, for the day of the suspension and the day following. The unit member shall immediately report the suspension to the site administrator and send the student to the site administrator for appropriate action. The unit member will conduct the suspension process in accordance with District policies and the Education Code.

8.5.1.1. Parent Conference

As soon as possible the unit member shall call the parent/guardian of the suspended pupil and inform him/her of the suspension and reasons, and arrange a parent-teacher conference regarding the suspension.

8.5.1.2. Conference Attendees/Schedule

Whenever practicable a site administrator, school counselor, or school psychologist shall attend the conference. A school administrator shall attend the conference if the unit member or parent or guardian so requests. The conference will be scheduled to accommodate the schedules of the participants. It will be conducted by the unit member.

8.5.1.3. No Return to Class

The pupil shall not be returned to the class from which he/she was suspended during the period of suspension, without the concurrence of the teacher of the class and the site administrator.

8.5.1.4. No Placement in Another Class

A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

8.5.1.5. Completion of Assignments

The unit member of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension.

8.6. **Notification of Potential Problems**

- 8.6.1. After reviewing the cum folder of newly enrolled students, the site administrator will advise unit members at that site of documented incidents which, if repeated, could pose a threat to unit members, other students or employees. Unit members shall be responsible for maintaining confidentiality on a need to know basis.

8.7. **Self and Student Protection**

- 8.7.1. Unit members acting within the scope of their duties and responsibilities may exercise the amount of physical control reasonably necessary to protect themselves or protect the health and safety of pupils.
- 8.7.2. Unit members shall report any physical or verbal assault against the unit member made as a consequence of the unit member's performance of his/her assigned duties. District administrators shall not directly, or indirectly, attempt to inhibit or impede a unit member from filing a further report with the appropriate law enforcement authorities.

8.7.2.1. It shall be the duty of the unit member to report the incident to the site administrator. The site administrator shall promptly report the incident to the appropriate law enforcement agency.

8.7.2.2. Within twenty-four (24) hours the unit member shall submit a written report of the incident, with copies sent to the site administrator and superintendent.

8.7.3. The District shall provide legal and other appropriate assistance to unit members who may be assaulted while in performance of their duties pursuant to the extent of the District's liability insurance.

8.7.4. A unit member injured as a result of an assault while acting in an official capacity shall be eligible to apply for industrial accident benefits.

8.8. **Compliance with Sexual Harassment Policies**

8.8.1. Unit members shall comply with all provisions of the District's Sexual Harassment Policy (Appendix E) with regard to both adults and students, including but not limited to obligations to report incidents and appropriate supervision of students.

8.9. **Safety**

8.9.1. If a unit member is physically assaulted during the unit member's course and scope of employment, the unit member shall suffer no loss in wages, benefits, or leaves and shall be reimbursed for any property loss which is a direct result of the assault.

Article 9

CLASS SIZE

9.1. Size Limits

- 9.1.1. In grades K-6 the District average shall be less than 31 in regular classes, with no class exceeding an enrollment of thirty-one (31) by the last working day of September.
- 9.1.2. In grades 7/8 the average class size for each unit member shall be 31 in English, language arts, mathematics, and social studies. It is recognized that the nature and activities of other kinds of classes may require or permit class sizes lower or higher; in determining the class sizes of art, band, home economics, industrial arts, physical education, and science the principal shall take into account the facilities available and shall consult with the assigned unit members prior to making final decisions.
- 9.1.3. Due to increased enrollment, K-6 regular class size may be increased by one (1) student with the following provisions.
 - 9.1.3.1. Priority for assignment will be: 1) volunteers in school of residence; 2) volunteers in school closest to student's residence; 3) assignment by superintendent.
 - 9.1.3.2. Unit members who accept an additional student may select either an Instructional Aide for three (3) hours per day or a stipend of \$100.00 per week (rounded to the nearest week).
- 9.1.4. In Special Education, classes shall be the state prescribed maximums or less.

9.2. Student Placement K-6

- 9.2.1. Site teachers will facilitate student placement for the ensuing school year based upon these elements:
 - 9.2.1.1. the amount of extra effort required of the teacher to develop curricular materials appropriate to the needs of the student;
 - 9.2.1.2. additional demands required of the teacher because of the student's learning or behavior problem(s); and
 - 9.2.1.3. special needs of the student(s).
- 9.2.2. The student's recommended grade level placement, based on the elements in 9.2.1., will be indicated on the pupil assignment card by the student's present teacher. Following completion of these cards by the classroom teachers, the appropriate grade level teachers will meet to compile class lists for the following September. The composition of the classes shall be balanced insofar as possible, based on the elements in 9.2.1.
- 9.2.3. If, prior to the beginning of school, an imbalance exists in a classroom, that teacher shall refer the imbalance to the teachers of that grade level for readjustment.

9.2.4. The site administrator may alter the recommendations or adjustments for educationally sound reasons, which may include a parent's written request.

9.3. **Special Education**

9.3.1. Unit members assigned Special Education students with extraordinary physical or instructional needs shall be provided support by Special Education staff.

9.3.2. Unit members assigned Special Education students with exceptional needs should be provided specialized training as necessary. Such training shall be at the unit member's request and with release time

Article 10

EVALUATION

10.1. Purpose

10.1.1. It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and realizing their potential. This provision uses a set of standards that describes outstanding teaching (see Appendix "G"). Part of this process is to encourage unit members toward self-analysis and reflecting about teaching to inform and improve practice. The primary purpose of any employee evaluation is to improve the educational process of the District and to develop the highest professional competence on the part of each employee. It is further recognized that information gathered through such a system will enable Governing Board decisions, for which a unit member's performance is relevant, to be made in a just and equitable manner.

10.2. Evaluation and Assessment Guidelines

10.2.1. The District shall establish standards of expected pupil achievement at each grade level in each area of study. The District will make available to each unit member standards of pupil progress, job descriptions, District adopted Courses of Study and applicable policies and rules and regulations. The District will evaluate and assess unit member competency as it reasonably relates to:

- 10.2.1.1. the progress of pupils toward the standards of achievement established;
- 10.2.1.2. the instructional techniques and strategies used by the unit member;
- 10.2.1.3. the unit member's adherence to curricular objectives; and
- 10.2.1.4. the establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities.

10.2.2. Evaluation and assessment shall not include the use of publishers' norms established by standardized tests.

10.2.3. Evaluation and assessment made pursuant to this Article must be reduced to writing and a copy thereof transmitted to the unit member not later than thirty (30) days before the last school day in the school year in which the evaluation takes place. The unit member has the right to initiate a written reaction or response to the evaluation. This response will become a permanent attachment to the unit member's personnel file. Before the last school day a meeting shall be held between the unit member and the evaluator to discuss the evaluation.

10.2.4. Any observation indicating less than satisfactory performance shall be discussed with the unit member as soon as possible, normally within seven (7) working days of the observation, and specific recommendations for improvement shall be made. At least two subsequent observations shall be made to determine whether improvement has taken place with written summaries discussed and given to the unit member, normally within seven (7) working days of the observations.

10.2.5. Classroom observations shall last at least thirty (30) minutes. Attempts will be made by the evaluator to schedule observations at least two (2) days prior to the observation; such activity shall include a pre-observation conference.

10.2.6. The evaluator shall conduct at least three (3) observations. With agreement of both the unit member and the evaluator the number of classroom observations may be reduced to two (2) or one (1) in case of obvious satisfactory performance by permanent unit members.

10.2.7. After each formal observation the evaluator will discuss with the unit member, within seven (7) working days, the evaluator's observation. The unit member shall have the right to initiate a written response to the observation, which will be part of the final evaluation. Submission of this written response shall be within ten (10) days of the receipt of observation.

10.3. **Assistance**

10.3.1. In the case of negative evaluation(s) or if any problems are noted as per 10.2.4; the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies.

10.3.1.1. The evaluator's role to assist the unit member shall include, but not be limited to the following:

10.3.1.1.1. Specific recommendations for improvement which clearly identify the evaluator's expectations and when they shall be implemented;

10.3.1.1.2. Direct assistance to implement such recommendations;

10.3.1.1.3. Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements, if necessary.

10.4. **Standards**

10.4.1. The California Professional Standards for the Teaching Profession (Appendix "G") describes the expectancies for unit members as teachers. These standards are used to enhance team adult learning and problem solving and ensure that administrators are integral to that team learning by providing facilitation assistance, and professional strategies for school staffs.

10.5. **Evaluation Status**

10.5.1. Probationary and temporary teachers require a more intensive analysis of teaching as it relates to the standards. This level of review involves maximum administrative attention and where helpful, assistance from experienced tenured unit members.

10.5.2. Unit members with permanent status and in receipt of satisfactory evaluations will participate in traditional evaluation or in a level of authentic assessment which utilizes appropriate colleague, self, parent/student and administrative input, relative to established District and site standards. This authentic assessment is characterized by an assessment climate conducive to innovation and risk-taking. However, any permanent unit member with this status may choose to participate in a traditional evaluation format.

10.5.3. Unit members with permanent status who receive an unsatisfactory evaluation based on Standards I through IV (Appendix G) in the prior year will participate in a directed performance evaluation. These unit members will be required to participate in the Peer Assistance and Review Program (PAR) – Article 14. Unit members who receive an unsatisfactory evaluation based only on Standard V – Participation in Learning Communities, shall not be required to participate in the Peer Assistance and Review Program (PAR) – Article 14.

10.6. Process-Probationary/Temporary Unit Members

10.6.1. The District standards are to be used to inform probationary and temporary unit members of District expectations. Supervisors will use these standards as guidelines for evaluation and support of unit members being considered for permanent status.

10.6.2. The assessment of progress toward achieving District standards is a continuous process conducted throughout the unit member’s probationary period. The supervisor and the unit member will meet on a regular basis to discuss areas of focus, needed support, and how progress will be documented.

10.6.3. Evaluation of probationary/temporary unit members will be completed by the supervisor during the course of the year. At least one (1) observation and written summary will be completed during each reporting period. Reports are due November 1, March 1, and May 1. The assessment will be made on progress toward meeting District standards (Appendix “G”) in the following areas:

- management and monitoring of student learning;
- student development and learning;
- knowledge of content and how to teach;
- reflection on and refinement of practice; and
- participation in learning communities.

10.6.4. Timeline by:

| | |
|-------------|--|
| October 15: | Conference with supervisor to review and discuss standards |
| November 1: | Observation report and discussion conducted |
| March 1: | Observation report, discussion, and Assessment Summary conducted |
| May 1: | Observation report, discussion, and year-end summary conducted |

10.7. Process – Permanent Unit Members with Satisfactory Evaluations

10.7.1. If all standards have been met after the first review in permanent status, the unit member may be evaluated using the following assessment cycle: Permanent unit members with satisfactory evaluations will be formally evaluated every other year. Permanent unit members may be evaluated up to once every five (5) years if the following conditions have been met: 1) mutual agreement between the unit member and the evaluator; 2) the most recent evaluation of the unit member’s performance was satisfactory; 3) the unit member has met the criteria for “highly qualified teacher” under the federal Elementary and Secondary Education Act, if applicable; and, 4) the unit member has at least ten (10) years of service in San

Bruno Park School District. Mutual agreement between the unit member and the evaluator may be withdrawn at any time by either party. The decision to withdraw mutual agreement shall not be subject to discipline nor Article 12, Grievance Procedure. In the event that a unit member transfer schools or a new evaluator is assigned to a particular site or program, the mutual agreement shall expire unless the unit member and the new administrator agree to continue the prior alternate evaluation cycle. On the off years, the evaluation goals for the previous evaluation shall be continued unless the unit member or evaluator determines there is a need to change or add goals.

10.7.2. Self Directed Evaluation Plan: The process of self-direction emphasizes individual growth, learning, and professional development. The unit member and the evaluator shall meet to collaboratively define at least three areas for growth and learning for the school year that fit within Section 10.2. and are aligned with site and district goals. If there is no agreement on the goals, the administrator selects one goal and the unit member selects two goals. A unit member may terminate participation in a Self Directed Evaluation Plan that is failing to meet expectations or disrupting the learning and/or working environment. Such termination shall be submitted in writing to the site principal no later than March 1 of the year in which the Plan is being done.

10.7.2.1. The unit member and the evaluator must also determine the means of achieving the growth/learning and discuss the methods of assessment. The assessment of the growth and/or learning within the selected areas of emphasis must be done first by the unit member at three intervals during the school year. The evaluator must review and comment upon the assessment. At the option of the unit member, assessment models may include research, portfolio assessment, peer coaching, projects, and other ideas mutually agreed upon.

10.7.2.2. Timeline

October 15: Conference with supervisor to discuss areas of growth and learning. During this conference, agree upon self-directed development.

May 15: Final self-evaluation related to the plan is completed. In a summary conference, activities and reflections relating to the areas of growth and learning are discussed.

10.7.3. Traditional Evaluation: Upon request of the unit member or the evaluator, a meeting may be held to discuss the evaluation process.

10.7.3.1. Timeline

October 15: Optional conference with supervisor to discuss areas of growth and learning.

October 15 – May 15: Observation(s), meeting(s), and final assessment summary.

10.8. **Personnel Files**

10.8.1. There will be a single personnel file for each unit member. Personnel files will be kept in the central administrative office of the District.

10.8.2. Information of a derogatory nature, except material excluded in accordance with Section 10.9.2., will not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment. A unit member will have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, will take place during normal business hours outside of normal instructional time, and the unit member will be released from duty for the purpose without salary reduction.

10.9. **Personnel File Access**

10.9.1. Access to a unit member's personnel file will be limited to a "need to know" basis. Access authorization must be obtained from either the Superintendent or the Assistant Superintendent. The contents of all personnel files will be kept in strictest confidence. The District will keep a log indicating the persons who have made requests to examine each personnel file, as well as the dates such requests were made. Such logs will be available for examination by the unit member or her/his authorized Association representative.

10.9.2. Materials in the personnel file of a unit member, except as noted below, will be made available for inspection by the unit member and copies of materials will be provided upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Materials which may be excluded from inspection will be limited to ratings, reports, or records which:

10.9.2.1. were obtained prior to the employment of the unit member involved

10.9.2.2. were prepared by identifiable examination committee members, or;

10.9.2.3. were obtained in connection with a promotional examination.

Article 11

AGENCY FEE

11.1. Payroll Deduction

- 11.1.1. The right of payroll deduction for payment of union membership dues and general union assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Such membership dues and general union assessments shall be increased or decreased without resolicitation and authorization from unit members.
- 11.1.2. Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months each year. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 11.1.3. With respect to all sums deducted by the District pursuant to sections above, the District agrees its designee shall remit such moneys promptly to the Association or its designee, accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made.

11.2. Maintenance of Membership

- 11.2.1. The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership or shall pay an agency fee (11.3) for the duration of this Agreement. This provision shall not deprive any member of the right to terminate her or his membership within the 30 day period following expiration of this Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump-sum cash payment of dues for the year, the District shall deduct an agency fee (11.3) as provided in Education Code section 45601 and in the same manner as set forth in sections 11.1.1. and 11.1.2. above.

11.3. Agency Fee

- 11.3.1. Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership

dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

- 11.3.2. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under section 501 (c)(3) of Title 26 of the Internal Revenue Code:

Foundation to Assist California Teachers
American Cancer Society
Red Cross
American Heart Association

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

- 11.3.3. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

- 11.3.4. Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost (both District and Association) of using said grievance or arbitration procedures.

- 11.3.5. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this article.

11.4. **Indemnification**

- 11.4.1. The Association agrees to indemnify, defend and hold the Board harmless against any claim or suit of any nature challenging either the legality or constitutionality of the organizational security provisions of this Agreement or their implementation and agrees to pay any judgment or settlement liability arising out of such challenges. The Association shall have the right to decide and determine whether any such claim or suit shall or shall not be compromised, resisted, defended, tried or appealed.

Article 12

GRIEVANCE PROCEDURES

As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which from time to time, arise. The proceedings used to effect a solution shall be kept as informal and confidential as may be appropriate at any level of the procedure.

12.1. Definitions

- 12.1.1. "Grievance" is a claim by one or more employees of an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement which directly affects the grieving employee(s). The right of the Association to be a grievant is limited to those circumstances in which the Association files on behalf of employee(s) asserting a grievance or regarding provisions of the Agreement delineating rights reserved exclusively to the Association.
- 12.1.2. A "group grievance" may be filed on behalf of more than one specifically named employee.
- 12.1.3. The grievance procedure does not apply to and a grievance cannot be over:
 - 12.1.3.1. any proceedings for the discipline of or dismissal of permanent teachers or the release/nonelection of probationary or temporary teachers pursuant to the provisions of the Education Code.
 - 12.1.3.2. any proceedings for the layoff of teachers.
 - 12.1.3.3. the content of evaluation of members of the Association (as opposed to alleged violation, misinterpretation, or misapplication of procedural matters).
 - 12.1.3.4. the content of reprimands of members of the Association (as opposed to alleged violation, misinterpretation, or misapplication of procedural matters) unless the reprimand leads to suspension without pay.
 - 12.1.3.5. any proposal for expenditure of funds beyond the obligations contained in this Agreement.
- 12.1.4. "Grievant" is any certificated employee of the District covered by the terms of this Agreement. Persons who can file a grievance shall be (1) an individual employee or (2) a group of employees with the same complaint.
- 12.1.5. The Association may be a grievant on behalf of named employee(s) asserting a grievance or regarding provisions of this Agreement with the same complaint.
- 12.1.6. "Party in Interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 12.1.7. "Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated to administer grievances.

12.1.8. "Day" is a day the District Office is open for business, excluding winter and spring breaks.

12.1.9. "Filed", as used in this Article", or any other term used to denote a deadline for utilizing this grievance procedure, means the date of mailing if sent by registered or certificated mail or the date marked "received" by the addressee if sent by first-class mail or personally delivered.

12.2. **Informal Level**

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

12.3. **Level 1 - Immediate Supervisor**

12.3.1. Within ten (10) days after the recognition of an act or omission giving rise to the grievance, the grievant(s) must present his/her/their grievance, in writing, on the appropriate form to his/her/their immediate supervisor, with a copy sent to the superintendent. This account shall be a clear, concise statement of the grievance, the section of the Agreement claimed to have been violated, the circumstances involved, the decisions rendered at the informal conference, and the specific remedy sought. Within ten (10) days after receiving the grievance, the supervisor shall communicate his/her intended decision and its reasons in writing to the grievant(s) with a copy for the Association, unless confidentiality has been specifically requested by the grievant(s). Within the above time limits either party may request a personal conference. If the supervisor does not respond within the time limit, the grievant(s) may appeal to the next level.

12.4. **Level 2 - Superintendent/Designee**

12.4.1. If the grievant(s) is/are not satisfied with the written decision at Level 1, he/she/they may file the grievance, in writing, with the Superintendent/designee within ten (10) days after the written response from the immediate supervisor was due. This statement, written on the appropriate form, shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal at Level 2. Within ten (10) days of receiving the grievance, the Superintendent/designee shall meet with the grievant in an effort to resolve the grievance. A written decision and its rationale regarding the grievance shall be delivered to the grievant and the Association no later than ten (10) days after this meeting.

12.5. **Level 3 - Mediation**

12.5.1. If the grievant(s) is/are not satisfied with the written decision at Level 2, he/she may move the grievance to mediation within ten (10) days after the written response from the Superintendent was due. This filing shall include a copy of the original grievance and appeals, and a clear, concise statement of the reasons for the appeal to Level 3. Within ten (10) days of receiving the Level 3 grievance, the District and Association shall refer the files to mediation.

12.6. **Level 4 - Arbitration**

- 12.6.1. Upon timely written request by the Association, but in no event later than 21 calendar days after the conclusion of Level 3, Article 12.5, the matter may be submitted to arbitration. The parties may mutually agree on an arbitrator or request a list of seven (7) arbitrators with experience in California public school labor relations from the California State Mediation and Conciliation Service (SMCS) in accordance with SMCS procedures. The arbitrator or shall be chosen by allowing each party in turn to strike out one (1) name until only one (1) name remains. The determination of the party to strike first shall be by lot.
- 12.6.2. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and by the Association. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence on the issue(s) submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- 12.6.3. Within thirty (30) days after conclusion of the hearing, the arbitrator shall render an award in writing to the parties in interest. Such award shall be binding on all parties in interest.

12.7. **Limitations of the Arbitrator**

- 12.7.1. The arbitration procedure does not apply to any of the provisions identified in 12.1.1.
- 12.7.2. The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties in the presence of each other and upon arguments presented in briefs.
- 12.7.3. No proposed remedy of the arbitrator shall apply more than twenty (20) working days prior to the filing of the written grievance.
- 12.7.4. Arbitrators may not award remedies which require a direct money payment (payout) by the District of more than \$5,000 to the grievant or other unit members similarly situated even if they were not grievants. In cases where the potential aggregate award exceeds \$5,000, the grievant or Association make seek remedy in any court of competent jurisdiction; the District waives any requirement for utilization/exhaustion of the grievance procedure in such cases.
- 12.7.5. The grievance procedure may not be utilized to challenge or change the policies of the District as set forth in the Board policies, administrative regulations, and procedures. Challenges to such matters must be undertaken under separate legal processes.
- 12.7.6. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

12.8. **General Provisions**

- 12.8.1. The grievant may be represented at each step of the grievance procedure by the Association. Designation of representatives shall be in writing. Such designations shall be entered on the grievance form at Level 1.
- 12.8.2. Time limits may be reduced or extended by written, mutual agreement. Time limits for appeal provided in each level shall begin the day following the receipt of the written decision by the grievant.
- 12.8.3. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding step.
- 12.8.4. If it appears that an alleged violation of the Agreement affects a group of employees, the Superintendent and the employees may agree to process the grievance beginning at Levels 2 or 3.
- 12.8.5. No reprisal of any kind shall be taken by the District against employees involved in grievance processing.
- 12.8.6. No records dealing with the processing of a grievance shall be kept in the personnel files of any member of the unit.
- 12.8.7. Efforts shall be made to resolve a grievance(s) before the closing of the current school year. This provision is limited to those factors over which the grievant(s) and the District have direct and substantial control.
- 12.8.8. Grievances involving an action by an administrator above the level of principal or manager may be filed at Level 2.
- 12.8.9. If the Association and the superintendent/designee agree in writing, the grievance may be brought directly to arbitration.
- 12.8.10. A grievance may be withdrawn at any level without establishing a precedent.

Article 13

COMPLAINTS AGAINST UNIT MEMBERS

13.1. Written Complaints

- 13.1.1 Every reasonable effort shall be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant shall communicate directly to the unit member in order to resolve concerns. If a complainant is unable to resolve the complaint directly with the unit member, she/he shall submit a written complaint to the unit member's immediate supervisor or principal. This complaint must be filed within fifteen (15) days of the incident giving rise to the complaint. The written complaint shall include the following: (1) the full name of each unit member involved; (2) a brief and specific summary of the complaint and the circumstances relevant to the complaint; (3) a specific description of any prior attempt to discuss the complaint with the unit member(s) and the reasons why the complainant believes the complaint has not been resolved.
- 13.1.2. Any formal written complaint filed by a citizen or parent or unit member shall be reported and provided to the unit member identified in the complaint within five (5) working days of its receipt.
- 13.1.3. Failure to provide a complete written statement of complaint within the timelines contained in this article shall render the complaint void.
- 13.1.4. Either the unit member identified in the complaint or the District may initiate an investigation.

13.2. Serious Complaints Warranting Investigation

- 13.2.1. Any complaint considered to be of a sufficiently serious nature to warrant an investigation must be reported to the unit member within five (5) days of initiation of that investigation.
- 13.2.2. No derogatory information based upon a complaint may be placed in the unit member's personnel file unless it has been fully investigated and substantiated.

13.3. Investigation

- 13.3.1. The investigation shall include collection of information from the unit member and the complainant and a reasonable effort to collect any related documentation and interview appropriate witnesses.
- 13.3.2. The unit member may request that the immediate supervisor attempt to schedule a meeting between the unit member, the complainant, and the immediate supervisor. At the request of the unit member, an Association representative may be present. Such a meeting may also be requested by the immediate supervisor.
- 13.3.3. Staff responsible for investigation of complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within fifteen (15) days of receiving the written complaint from the complainant.

13.4. **Investigation with Complainant Resolution**

13.4.1. If the matter is resolved at the meeting to the satisfaction of the unit member and the complainant, and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken.

13.5. **Investigation without Complainant Resolution**

13.5.1. If the immediate supervisor determines that the complaint is completely false and/or based on hearsay and there is no substantiation, the matter shall be dropped. The complaint shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

13.5.2. If the immediate supervisor determines that the complaint has been substantiated, he/she shall counsel with the unit member and attempt resolution with the complainant while concurrently supporting the unit member to the greatest degree possible.

13.6. Either the complainant or the unit member(s) against whom the complaint was made may appeal the decision by the principal or immediate supervisor to the Superintendent, who shall attempt to resolve the complaint to the satisfaction of the person involved within fifteen (15) days. Parties should consider and accept the Superintendent's decision final. However, the complainant, unit member(s) or the Superintendent may request the Board of Education to review the Superintendent's decision.

13.7. **Disposition**

13.7.1. Complaints which are shown to be false or are not fully investigated and substantiated shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

13.7.2. Any complaint which is fully investigated and substantiated as having involved serious and/or recurring violations of rules, regulations or policies may be placed in the unit member's personnel file, except such material will not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment. A unit member will have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, will take place during normal business hours outside of normal instructional time, and the unit member will be released from duty for the purpose without salary reduction.

13.8. **Confidentiality**

13.8.1. All information or proceedings regarding any complaint shall be kept confidential by the District, shared only on a need to know basis.

13.8.2. All information or proceedings regarding the handling of any complaint shall be kept confidential by the unit member, shared only on a need to know basis.

Article 14

PEER ASSISTANCE AND REVIEW (PAR)

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

The PAR program will be implemented July 1, 2000.

14.1. Definitions

- 14.1.1. Joint Panel serves as the governing body of the PAR review program.
- 14.1.2. Consulting Teacher is a teacher who provides assistance to a Referred Participating Teacher and Volunteer Participating Teachers pursuant to the PAR program.
- 14.1.3. Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation.
- 14.1.4. Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program.

14.2. Joint Panel

- 14.2.1. A Joint Panel shall be established and will be comprised of five (5) classroom teachers and four (4) administrators.
 - 14.2.1.1. The Association is responsible for holding an election for classroom teachers to serve as Joint Panel Members. Joint Panel Members shall not be eligible to apply for Consulting Teacher positions.
 - 14.2.1.2. The administrator panel members shall be appointed by the Superintendent.
 - 14.2.1.3. Panel members shall be chosen no later than May 1 of an election year. Initially three (3) classroom teacher panel members shall serve for three (3) years and two (2) shall serve for two (2) years. All subsequent terms shall be for three (3) years.
- 14.2.2. The Joint Panel shall meet at least quarterly at a time determined by the Panel. Meetings may occur during the workday and release time will be provided.
- 14.2.3. The Joint Panel shall be responsible for the following:

- 14.2.3.1. Adopt Rules and Procedures to effect the provisions of this Article, and said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail;
- 14.2.3.2. Provide the necessary training to implement the PAR Program;
- 14.2.3.3. Select up to three (3) Consulting Teachers in any school year as determined by need;
- 14.2.3.4. Review reports prepared by the Consulting Teacher and make recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program; and
- 14.2.3.5. Evaluate annually the impact of the PAR program in order to improve the program.
- 14.2.4. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- 14.2.5. Peer review panel teacher members and Consulting Teachers shall be provided reasonable release time for inservice training regarding their respective duties, and observations of Consulting Teacher applicants. A stipend of \$500.00 shall be paid to compensate teacher members of the Joint Panel.

14.3. **Consulting Teachers**

- 14.3.1. Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers shall be selected by the Joint Panel and shall perform duties as prescribed. Classroom teachers shall file their application to become a Consulting Teacher no later than March 1. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications.
 - 14.3.1.1. Be a permanent classroom teacher;
 - 14.3.1.2. Possess substantial recent experience in classroom instruction; and
 - 14.3.1.3. Demonstrate exemplary teaching ability which includes effective communications skills, subject matter knowledge and mastery of a range of teaching strategies to meet pupil needs in different contexts.
- 14.3.2. Consulting Teachers shall be appointed for one year but may reapply.
- 14.3.3. A Consulting Teacher will be assigned no more than one referred participating teacher.
- 14.3.4. Consulting Teachers shall prepare at least two (2) peer review reports and a final summary report per school year on the referred teacher they assist.
- 14.3.5. Each referred consulting teacher who provides ongoing assistance to a participating teacher for a year shall be paid a stipend and related expenses at the same rate that is paid to BTSA Support Providers.

14.3.6. A cooperative relationship between the Consulting Teacher and the Principal shall be expected and strongly encouraged by the Association and the District. The Principal shall retain the responsibility of evaluation, pursuant to Article 10 – Evaluation Procedures.

14.4. **Referred Participating Teachers**

14.4.1. Referred participating teachers shall be provided:

14.4.1.1. Clearly written performance goals by his/her evaluator which are aligned with pupil learning and consistent with the Stull Act and California teaching standards;

14.4.1.2. Multiple Consulting Teacher observations during classroom instruction;

14.4.1.3. Reasonable training and other support as need to assist in improving teaching skills and knowledge;

14.4.1.4. The opportunity to prioritize and indicate up to three preferences as to who would be their consulting teacher (the peer review panel shall review the list of preferences and assign a Consulting Teacher); and

14.4.1.5. The right to have representation at all conferences and meetings, submit a written response to any report within ten (10) days and have it attached to any written report by the Consulting Teacher, and to request a meeting with the Joint Panel.

14.5. **Volunteer Participating Teacher**

14.5.1. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR Program.

14.5.2. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.

14.5.3. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and, without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.

14.6. **Miscellaneous**

14.6.1. The Association and the District shall jointly monitor the development and implementation of this program.

14.6.2. This article shall be in compliance with the Education Code requirements covering peer assistance and review programs. Based upon legislative modification or deletion of the PAR Program, the Association and the District agree to negotiate the effects of these actions.

Article 15

PROFESSIONAL COURTESY

(Concerns by Unit Members Regarding Supervisors or Other District Employees)

15.1. Informal Level

- 15.1.1. A unit member who has a concern regarding an action by a District supervisor or other District employee (unit member or classified) shall, as a matter of professional courtesy, first address such a concern with the individual employee who shall respond as soon as practicable by discussing the matter with the unit member, seeking a mutually acceptable solution.
- 15.1.2. Such an attempt at resolution shall normally take place within ten (10) working days of the issue giving rise to the concern or employee awareness of the issue giving rise to the concern.

15.2. Assistance by Immediate Supervisor

- 15.2.1. In the event there is no mutually acceptable solution or if the unit member feels the matter is of such a nature that direct discussion would be inadvisable, the unit member may refer the problem to the employee's immediate supervisor.
- 15.2.2. The supervisor shall meet with the employee against whom the concern has been raised, become thoroughly familiar with the issue, and shall seek a mutually acceptable solution.
- 15.2.3. If the concern is regarding an action by the immediate supervisor of the unit member or a higher level administrator, the unit member may request that an Association representative may be present.

15.3. Assistance by the Superintendent

- 15.3.1. In the event resolution of the problem is not achieved at the immediate supervisor level, the unit member may request, in writing, a meeting with the Superintendent. The request should include:
 - 15.3.1.1. The specific nature of the concern and a brief statement of the facts giving rise to it.
 - 15.3.1.2. The nature and extent of the adverse effect of the situation giving rise to the concern.
 - 15.3.1.3. A brief summary of the results of prior meetings, the specific action which the unit member wishes taken, and the reasons why it is felt that such action should be taken.

15.4. **Investigation with Resolution**

15.4.1. If the matter is resolved at the meeting to the satisfaction of the unit member and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken.

15.4.2. Once the issue is resolved the unit member will make every effort to resume a professional relationship absent further references to the problem unless it recurs.

15.5. **Investigation without Complainant Resolution**

15.5.1. If the matter is unresolved and the concern is regarding actions by another unit member in the bargaining unit, the unit member with the concern may pursue steps in Article 13.

15.5.2. If the matter is unresolved and the concern is regarding actions by another employee outside the bargaining unit, the unit member should contact his/her Association representative.

15.6. **Confidentiality**

15.6.1. All information or proceedings regarding any concern shall be kept confidential by the District and the unit member, shared only on a need to know basis.

15.6.2. All information or proceedings regarding the handling of any concern shall be kept confidential by the unit member, shared only on a need to know basis.

Article 16

JUST CAUSE/DUE PROCESS

This Article is intended for the purpose of suspension to replace the provision of Education Code Section 44944 pursuant to California Government Section 3543.2(b).

16.1. **District Rights**

16.1.1. The Association recognizes that the District has the right and responsibility to take appropriate action when there are instances of unprofessional conduct or failure meet performance standards. The latter shall include, but not be limited to, failure to obey the law; failure to meet the requirements of the negotiated agreement; or failure to adhere to District rules and regulations; and/or failure to obey reasonable administrative directives, orders or work assignments, unless such compliance would jeopardize the health or safety of student(s) or staff member(s).

16.2. **Just Cause and Due Process**

16.2.1. In all instances discipline shall be for just cause and members of the unit shall be provided the protection of all legally required procedural due process.

16.3. **Progressive Discipline**

16.3.1. In exercising this responsibility the District agrees to use progressive discipline except where the District determines that the serious nature of the offense reasonably requires immediate action. In all instances the severity of the punishment must relate to the severity of the offense. Progressive discipline shall include the following:

16.3.1.1. Verbal warning. Verbal warnings shall include a reminder of the performance standard(s).

16.3.1.2. Written warning. Written warnings shall normally be used after the unit member has been verbally warned within the last twenty-four (24) months. The unit member shall sign the written warning to acknowledge receipt and a copy may be placed in the unit member's personnel file; the unit member may file a rebuttal for attachment to the written warning if done within fifteen (15) work days.

16.3.1.3. Written reprimand. Written reprimands shall normally be used after the unit member has received a written warning about related actions within the last twenty-four (24) months. The unit member shall sign the written reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file; the unit member may file a rebuttal for attachment to the written reprimand if done within fifteen (15) work days.

16.3.1.4. Suspension. Suspension will not be used unless the unit member has received a written reprimand about similar actions within the last within the last twenty four (24) months. The length of the suspension, up to fifteen (15) days without pay, shall relate to the number of times the unit member has been disciplined for related actions, the severity of the action(s), and/or the suspension history of the unit member.

16.4. **Notice of Suspension**

16.4.1. When the District chooses to suspend a unit member for cause pursuant to this article, notice of such recommendation shall be made in writing and served in person or by certified mail upon the unit member by the Superintendent. A copy shall be provided the Association President. The notice shall contain:

16.4.1.1. a statement of the specific acts or omission upon which the action is based;

16.4.1.2. the performance standard violated or the behavior identified as unprofessional conduct;

16.4.1.3. the penalty imposed; and

16.4.1.4. copies of the primary documentary evidence upon which the recommendation is based.

16.4.1.5. a statement of the employee's right to challenge the proposed action by requesting a hearing pursuant to Article 12 of this Agreement.

16.5. **Confidentiality**

16.5.1. All information or proceedings regarding any actions or proposed actions pursuant to this article shall be kept confidential by the parties.

16.6. **Superintendent's Approval**

16.6.1. No suspension shall occur except at the express written direction of the Superintendent.

Article 17

MISCELLANEOUS PROVISIONS

17.1. Effect of Agreement

17.1.1 By this Agreement, the parties resolve all outstanding bargaining issues between them and jointly recognize full and complete performance and satisfaction of their bargaining duties, except as provided in 20.2.

17.2. Completion of Negotiations

17.2.1. The parties agree, therefore, that the other shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the contemplation or knowledge or either at the time they negotiated or signed this Agreement, except that if "terms and conditions of employment" may be altered by the District, the parties shall meet and negotiate, at the request of either party.

17.3. Other Agreements, Procedures, Traditions and Rules and Regulations

17.3.1. Agreements, procedures, traditions and rules or regulations which do not lend themselves to the interpretation of this Agreement shall not be considered a part of this Agreement and shall not be subject to the grievance procedure specified in Article 12.

17.4. Severability

17.4.1. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from this Agreement to the extent it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

Article 18

NEGOTIATION PROCEDURES

18.1. Proposals to Amend, Modify or Terminate

18.1.1. Not less than sixty (60) nor more than ninety (90) days prior to the expiration of this Agreement either party may propose to amend, modify, or terminate this Agreement. Such proposal shall be in writing, presented to the other in public session in order to initiate the public notice requirements of law.

18.2. Outside Consultants

18.2.1. Either party may utilize the services of outside consultants to assist in the negotiations.

18.3. Designated Representatives

18.3.1. The District and the Association agree to meet and negotiate only through their designated representatives. Each party pledges that their designated representatives shall be empowered to make and consider proposals, counter-proposals and reach tentative agreement on subjects within the mandatory scope of negotiations.

18.3.2. The Association shall designate up to five (5) representatives, who shall receive reasonable amounts of release time without loss of pay for the purpose of negotiating the Agreement. The Association will provide reasonable advance notice of the representatives who will require release time.

18.4. Personnel Data Furnished to the Association

18.4.1. The District, upon request by the Association, agrees to furnish to the Association all available information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90's, assignment location of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, census and membership data, names, addresses, and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members, except that which is prohibited by law. In addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative. In addition, such information, by request of the Association, shall be supplied via electronic means if the District keeps such data in electronic format.

Article 19

ASSOCIATION RIGHTS

19.1. District Service

19.1.1. The Association shall have the right to use the District mail service and unit member's mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District.

19.1.1.1. The Association office shall be a daily pick-up and delivery point.

19.1.2. The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members.

19.1.2.1. The Association shall have an electronic mailbox in the District's electronic mail system.

19.2. Bulletin Boards

19.2.1. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each building in areas frequented by unit members.

19.3. Use of Buildings and Equipment

19.3.1. The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.

19.3.2. The Association shall have the right to use District educational technology equipment so long as such use does not interfere with the District's regular instructional program. In the event any cost accrues to the District under this provision, the Association shall reimburse the District that cost.

19.4. Access to Worksite

19.4.1. Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

Article 20

DURATION

20.1. Dates of Effect

20.1.1. This Agreement shall be effective as of the date of ratification by both parties and shall continue in full force and effect until June 30, 2014.

20.2. Reopeners

20.2.1. The District and Association agree that by mutual consent if there is a problem in the contract that item may be opened for discussion.

20.2.2. The parties agree, however, that upon providing written notice to the other party between March 1 and April 1 of each year, either party may reopen Article 3 - Wages and Article 4 – Benefits and one (1) additional article each, unilaterally chosen by the parties.

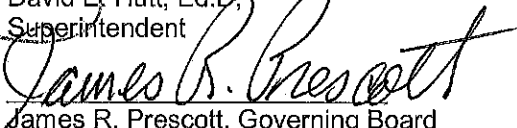
20.3. Final Approval

20.3.1. In witness whereof the Association has caused this Agreement to be signed by its President and the Board has caused this Agreement to be signed by its President, attested by its Clerk.

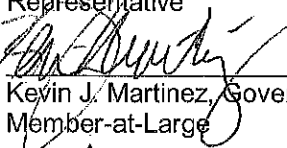
FOR THE BOARD:
Adopted:



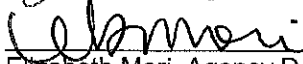
David E. Hutt, Ed.D.
Superintendent



James R. Prescott, Governing Board
Representative

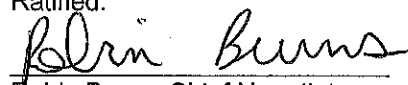


Kevin J. Martinez, Governing Board
Member-at-Large

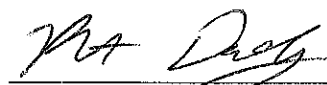


Elizabeth Mori, Agency Designated
Representative, Fagen Friedman &
Fulfrust LLP

FOR THE ASSOCIATION:
Ratified:



Robin Burns, Chief Negotiator



Robert Darling, Teacher



Rick Willis, CTA

LIST OF APPENDICES

- A. Salary Schedule
- B. Compensation Time Record Sheet
- C. Statement of Absence Form
- D. Coverage in Lieu of Substitute K-6 Teacher Time Sheet
- E. District Sexual Harassment Policy
- F. Evaluation Forms
- G. Standards
- H. Grievance Form
- I. Peer Assistance and Review (PAR) Procedures

SAN BRUNO PARK SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
Effective 07/01/08
SCHEDULES B & C

| 2008-09 Daily Rate: | | 2009-10 SCHEDULE B <u>Psychologists</u> | 2009-10 SCHEDULE C <u>Counselors</u> |
|-------------------------------------|--------------------------|---|--|
| | | \$431 | \$402 |
| Work Year in Days: | | 182 days | 182 days |
| | | | |
| Years of Service in the District | Percent of Daily Rate | Compensation | Compensation |
| 1 | 0.9302 | \$72,967 | \$68,057 |
| 2 | 0.9563 | \$75,014 | \$69,967 |
| 3 | 0.9737 | \$76,379 | \$71,240 |
| 4 | 1.0000 | \$78,442 | \$73,164 |

Rules Governing Schedules B and C:

1. Except as stated in Rule 3, the above are exempt from the rules governing Schedule A.
2. Unit members employed part-time in a Schedule B or C position and part-time in a Schedule A position shall receive the appropriate proration.

Ratified: March 10, 2010 SBPSD Board meeting. All Step and Unit increases to be funded.

**SAN BRUNO PARK SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE**

Effective 07/01/08

**2009-2010
"GRANDFATHER"
SCHEDULES B & C**

| | | | |
|---|----------------------------------|---|--|
| 2008-09 Daily Rate: | | 2009-10 SCHEDULE B <u>Psychologists</u> | 2009-10 SCHEDULE C <u>Counselors</u> |
| | | \$431 | \$402 |
| Work Year in Days: | | 200 days | 195 days |
| Years of Service in the District | Percent of Daily Rate | Compensation | Compensation |
| 1 | 0.9302 | \$80,183 | \$72,918 |
| 2 | 0.9563 | \$82,433 | \$74,964 |
| 3 | 0.9737 | \$83,933 | \$76,328 |
| 4 | 1.0000 | \$86,200 | \$78,390 |

Rules Governing Schedules B and C:

1. Except as stated in Rule 3, the above are exempt from the rules governing Schedule A.
2. Unit members employed part-time in a Schedule B or C position and part-time in a Schedule A position shall receive the appropriate proration.

In accordance with Article 5 Section 5.11 Work Year of the Agreement between the District and SBEA, the above "Grandfather" schedules apply to Counselors hired before July 1, 1993.

This includes the following employee:

Counselors:
Ashley Waters

Ratified: March 10, SBPSD Board meeting. All Step and Unit increase to be funded.

SAN BRUNO PARK SCHOOL DISTRICT CERTIFICATED EMPLOYEE STATEMENT OF ABSENCE

THIS FORM MUST BE FILLED OUT BY THE EMPLOYEE. FAILURE TO DO SO COULD RESULT IN DELAY OF MONTHLY WARRANT.

NAME _____ CLASSIFICATION _____

SCHOOL _____

DATE(s) OF MY ABSENCE FROM DUTY _____

REASON FOR ABSENCE (SBEA Agreement Section Indicated in Parentheses; PLEASE CHECK ONE.)

INDICATE NUMBER OF DAYS/HOURS BELOW:

(6.2) Sick Leave _____ (6.10) Personal Day _____

(6.3) Jury Duty/Witness Leave _____ (6.11) Sabbatical Leave _____

(6.4) Personal Leave: Full Schedule** _____ (6.12) Leave to Hold Public Office _____

(6.5) Personal Leave: Partial Schedule** _____ (6.13) Military Leave _____

(6.6) Job Shares** _____ (6.14) Workers' Compensation-Approved _____

(6.7) Personal Necessity Leave _____ (6.15) Catastrophic Leave _____

Nature of Business: _____ (6.16) Association Leave _____

_____ Other Type of Leave _____

(6.8) Bereavement Leave _____ Specify Section in Contract: _____

Date of Funeral _____ Leave for School Business (conferences, workshops) _____

Location of Funeral/ One Way Mileage _____ Specify reason: _____

Relationship of Decedent _____

(6.9) Family Leave _____

TOTAL NUMBER OF DAYS AND HALF DAYS: _____

* Employees absent seven or more days for illness require a health care provider's release to return to work.

** Attachments needed to meet contractual requirements

Employee's Signature

Date

Supervisor's Signature

Date

Board Policy

Sexual Harassment

BP 4119.11

Personnel

Note: Education Code 231.5 mandates the district to have a written policy on sexual harassment.

Generally, courts recognize two types of conduct as constituting sexual harassment. "Quid Pro Quo" ("this for that") sexual harassment is considered to have occurred when a person in a position of authority makes another individual's educational or employment benefits conditional upon that other person's willingness to engage in unwanted sexual behavior (e.g., promising a promotion for sex). "Hostile environment" sexual harassment, on the other hand, is conduct by the perpetrator that is so severe, persistent, or pervasive that it creates a hostile, intimidating, or abusive educational or professional environment for another. Sexual harassment also covers retaliatory behavior against a complainant, witness, or other participant in the complaint process.

Sexual harassment may be a violation of Title VII of the Civil Rights Act of 1964 (42 USC 2000e-2000e-17) and/or Title IX of the Education Amendments of 1972 (42 USC 2000h-2-2000h-6), as well as the California Fair Employment and Housing Act, Government Code 12900-12996.

Government Code 12940 and 34 CFR 106.9 extend protection against sexual harassment to job applicants. In addition, pursuant to Government Code 12940, employers may be held liable for sexual harassment committed against their workers by clients, customers, or other third parties if they knew or should have known of the harassment and failed to take immediate and appropriate corrective action to stop the harassment.

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation

2. Publicizing and disseminating the district's sexual harassment policy to staff
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Note: In *Faragher v. City of Boca Raton*, one of the factors relied on by the court in finding liability for harassment by a supervisor was the failure of the policy to provide an assurance to its employees that harassing supervisors may be bypassed in registering complaints.

Complaints of sexual harassment shall be filed in accordance with AR 4031 - Complaints Concerning Discrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:
EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

7287.8 Retaliation

7288.0 Sexual harassment training and education

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS
GENERAL

Protecting Students from Harassment and Hate Crime, January, 1999

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Equal Employment Opportunity Commission: <http://www.eeoc.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr/index.html>

Policy SAN BRUNO PARK SCHOOL DISTRICT

adopted: February 8, 2006 San Bruno, California

Administrative Regulation

Sexual Harassment

AR 4119.11

Personnel

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; 5 CCR 4916)

1. Submission to the conduct is made expressly or implicitly a term or condition of the individual's employment
2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her
3. The conduct has the purpose or effect of unreasonably interfering with the other individual's work performance; creating an intimidating, hostile, or offensive work environment; or adversely affecting the other individual's evaluation, advancement, assigned duties, or any other condition of employment or career development
4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit e-mails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Prohibited sexual harassment may also include any act of retaliation against an individual

who reports a violation of the district's sexual harassment policy or who participates in the investigation of a sexual harassment complaint.

Training

By January 1, 2006, and every two years thereafter, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All newly hired or promoted supervisory employees shall receive training within six months of their assumption of the supervisory position. (Government Code 12950.1)

The district's training and education program for supervisory employees shall include information and practical guidance regarding the federal and state statutory law on the prohibition against and the prevention and correction of sexual harassment and the remedies available to the victims of sexual harassment in employment. The training shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples

4. The district's complaint process available to the employee
(cf. 4031 - Complaints Concerning Discrimination in Employment)
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 7287.8 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

Regulation SAN BRUNO PARK SCHOOL DISTRICT
approved: February 8, 2006 San Bruno, California

**SAN BRUNO PARK SCHOOL DISTRICT
CERTIFICATED STAFF ASSESSMENT SUMMARY**

Employee: _____ Evaluator: _____ School Year: _____

School: _____ Grade/Subject: _____ Dates of Observations: _____

MARK EACH BOX WITH EITHER:

| | |
|-----|----------------------------|
| MS | Meets Standards |
| PE | Progress Evident |
| PNI | Progress Needs Improvement |
| U | Unsatisfactory Progress |

*MARCH 1 MAY 15 I. MANAGEMENT AND MONITORING OF STUDENT LEARNING

(*March 1 review for Probationary/Temporary teacher only)

- | | | | |
|-------|-------|----|--|
| _____ | _____ | a. | The teacher is able to orchestrate learning in a group setting. |
| _____ | _____ | b. | The teacher motivates and engages students. |
| _____ | _____ | c. | The teacher regularly assesses and provides feedback on student progress to students, parents, appropriate staff, and uses assessment information effectively in making instructional decisions. |
| _____ | _____ | d. | The teacher plans and delivers effective instruction mindful of short and long-term student learning objectives. |
| _____ | _____ | e. | The teacher establishes an orderly and positive classroom environment. |

II. STUDENT DEVELOPMENT AND LEARNING

- | | | | |
|-------|-------|----|--|
| _____ | _____ | a. | The teacher makes knowledge accessible to all students based on recognition of individual differences, employing effective practice with diverse groups of students. |
| _____ | _____ | b. | The teacher addresses in a balanced program all areas of student development, including cognitive, social, personal, and ethical development. |

III. KNOWLEDGE OF CONTENT AND HOW TO TEACH

- | | | | |
|-------|-------|----|---|
| _____ | _____ | a. | The teacher is in command of his/her subject(s), understanding the relevant factual information, central organizing concepts, and links to other disciplines. |
| _____ | _____ | b. | The teacher uses appropriate instructional strategies to convey a subject to students and enhances instruction by providing opportunities to develop various learning styles, creating varied instructional settings, and using effectively a range of materials and available resources. |
| _____ | _____ | c. | The teacher uses both directed and discovery teaching to integrate the subject into the student's thinking, offering students knowledge of concepts and principles as well as problem-solving opportunities. |

IV. REFLECTION AND REFINEMENT OF PRACTICE

- | | | | |
|-------|-------|----|---|
| _____ | _____ | a. | The teacher participates in professional growth activities to expand his/her repertoire and uses new knowledge and skill to improve his/her teaching. |
| _____ | _____ | b. | The teacher uses reasoned judgment to make instructional decisions based on theory and experience, asking for assistance when appropriate. |

V. PARTICIPATION IN LEARNING COMMUNITIES

- | | | | |
|-------|-------|----|--|
| _____ | _____ | a. | The teacher participates in collaborate efforts to improve the school. |
| _____ | _____ | b. | The teacher demonstrates the interpersonal skill needed to work on a team with colleagues, parents, and community members. |
| _____ | _____ | c. | The teacher performs professional tasks in a responsible manner |

SAN BRUNO PARK SCHOOL DISTRICT
CERTIFICATED STAFF ASSESSMENT SUMMARY (continued)

Employee: _____ Evaluator: _____ School Year: _____

School: _____ Grade/Subject: _____ Dates of Observations: _____

SUMMARY OF STRENGTHS AND AREAS FOR IMPROVEMENT:

- MEETS STANDARDS
- PROGRESS EVIDENT
- PROGRESS/NEEDS IMPROVEMENT
- UNSATISFACTORY (Commentary required)

**PEER ASSISTANCE IS AVAILABLE TO TEACHERS THROUGH THE PEER REVIEW AND ASSISTANCE PROGRAM.
PLEASE CONTACT THE ASSOCIATION PRESIDENT.**

I have read and received a copy of this document. Signature does not necessary signify agreement. I understand that I have the right to have a written reply attached to this document, and that after ten days this report will be placed in the District Office Personnel File.

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

| | | |
|--|-----------------------------|----------------------------|
| San Bruno Park School District | | |
| Certificated Observation Form | | |
| Employee: | Grade Level/s: | Number of Students: |
| Observer: | Date of Observation: | |
| From: Duration: Activity/Activities Observed: | | |

| | | | | | | | | | | | | | |
|---|--|--|--|--|------------------------|--|-------------------------|--|-----------------------------------|--|--------------------------------|--|--|
| I. Management and Monitoring of Student Learning | | | | | | | | | | | | | |
| <p>a. <i>The teacher is able to orchestrate learning in a group setting.</i></p> <p>b. <i>The teacher motivates and engages students.</i></p> <p>c. <i>The teacher regularly assesses and provides feedback on student progress to students, parents, appropriate staff, and uses assessment information effective in making instructional decisions.</i></p> <p>d. <i>The teacher plans and delivers effective instruction mindful of short and long-term student learning objectives.</i></p> <p>e. <i>The teacher establishes an orderly and positive classroom environment.</i></p> <p>Comments:</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #cccccc;"> <td style="width: 20px; height: 20px;"></td> <td style="width: 100px;"></td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 100px;">Meets Standards</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 100px;">Progress Evident</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 100px;">Progress Needs Improvement</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 100px;">Unsatisfactory Progress</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 100px;"></td> </tr> </table> | | | | Meets Standards | | Progress Evident | | Progress Needs Improvement | | Unsatisfactory Progress | | |
| | | | | | | | | | | | | | |
| | Meets Standards | | | | | | | | | | | | |
| | Progress Evident | | | | | | | | | | | | |
| | Progress Needs Improvement | | | | | | | | | | | | |
| | Unsatisfactory Progress | | | | | | | | | | | | |
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|--|-----------------------------|----------------------------|
| San Bruno Park School District | | |
| Certificated Observation Form | | |
| Employee: | Grade Level/s: | Number of Students: |
| Observer: | Date of Observation: | |
| From: Duration: Activity/Activities Observed: | | |

| | | | | | | | | | | | | | |
|--|---|--|--|--|------------------------|--|-------------------------|--|-----------------------------------|--|--------------------------------|--|--|
| II. Student Development and Learning | | | | | | | | | | | | | |
| <p>a. <i>The teacher makes knowledge accessible to all students based on recognition of individual differences, employing effective practice with diverse groups of students.</i></p> <p>b. <i>The teacher addresses in a balanced program all areas of student development, including cognitive, social, personal, and ethical development.</i></p> <p>Comments:</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #cccccc;"> <td style="width: 20px;"> </td> <td> </td> </tr> <tr> <td> </td> <td>Meets Standards</td> </tr> <tr> <td> </td> <td>Progress Evident</td> </tr> <tr> <td> </td> <td>Progress Needs Improvement</td> </tr> <tr> <td> </td> <td>Unsatisfactory Progress</td> </tr> <tr> <td> </td> <td> </td> </tr> </table> | | | | Meets Standards | | Progress Evident | | Progress Needs Improvement | | Unsatisfactory Progress | | |
| | | | | | | | | | | | | | |
| | Meets Standards | | | | | | | | | | | | |
| | Progress Evident | | | | | | | | | | | | |
| | Progress Needs Improvement | | | | | | | | | | | | |
| | Unsatisfactory Progress | | | | | | | | | | | | |
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|--|-----------------------------|----------------------------|
| San Bruno Park School District | | |
| Certificated Observation Form | | |
| Employee: | Grade Level/s: | Number of Students: |
| Observer: | Date of Observation: | |
| From: Duration: Activity/Activities Observed: | | |

III. Knowledge of Content and How to Teach

- a. *The teacher is in command of his/her subject(s), understanding the relevant factual information, central organizing concepts, and links to other disciplines.*
- b. *The teacher uses appropriate instructional strategies to convey a subject to students and enhances instruction by providing opportunities to develop various learning styles, creating varied instructional settings, and using effectively a range of materials and available resources.*
- c. *The teacher uses both directed and discovery teaching to integrate the subject into the student's thinking, offering students knowledge of concepts and principles as well as problem-solving opportunities.*

Comments:

| | |
|--|-----------------------------------|
| | |
| | Meets Standards |
| | Progress Evident |
| | Progress Needs Improvement |
| | Unsatisfactory Progress |
| | |

| | | |
|--|-----------------------------|----------------------------|
| San Bruno Park School District | | |
| Certificated Observation Form | | |
| Employee: | Grade Level/s: | Number of Students: |
| Observer: | Date of Observation: | |
| From: Duration: Activity/Activities Observed: | | |

IV. Reflection and Refinement of Practice

- a. *The teacher participates in professional growth activities to expand his/her repertoire and uses new knowledge and skill to improve his/her teaching.*
- b. *The teacher uses reasoned judgment to make instructional decisions based on theory and experience, asking for assistance when appropriate.*

Comments:

| | |
|--|-----------------------------------|
| | |
| | Meets Standards |
| | Progress Evident |
| | Progress Needs Improvement |
| | Unsatisfactory Progress |
| | |

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|--|-----------------------------|----------------------------|
| San Bruno Park School District | | |
| Certificated Observation Form | | |
| Employee: | Grade Level/s: | Number of Students: |
| Observer: | Date of Observation: | |
| From: Duration: Activity/Activities Observed: | | |

V. Participation in Learning Communities

- a. *The teacher participates in collaborative efforts to improve the school.*
- b. *The teacher demonstrates the interpersonal skill needed to work on a team with colleagues, parents, and community members.*
- c. *The teacher performs professional takes in a responsible manner.*

Comments:

| | |
|--|-----------------------------------|
| | |
| | Meets Standards |
| | Progress Evident |
| | Progress Needs Improvement |
| | Unsatisfactory Progress |
| | |

| | | |
|--|-----------------------------|----------------------------|
| San Bruno Park School District | | |
| Certificated Observation Form | | |
| Employee: | Grade Level/s: | Number of Students: |
| Observer: | Date of Observation: | |
| From: Duration: Activity/Activities Observed: | | |

VI. Notes/Comments/Recommendations

Comments:

| | | |
|--|-----------------------------|----------------------------|
| San Bruno Park School District | | |
| Certificated Observation Form | | |
| Employee: | Grade Level/s: | Number of Students: |
| Observer: | Date of Observation: | |
| From: Duration: Activity/Activities Observed: | | |

Signature Page

I have read and received a copy of this document. Signature does not necessarily signify agreement. I understand I have the right to have a written reply attached to this document, and that after ten days this report will be placed in the District Office Personnel File.

Teacher's Signature: _____ **Date:** _____

Evaluator's Signature: _____ **Date:** _____

SAN BRUNO PARK SCHOOL DISTRICT SELF-DIRECTED EVALUATION POSSIBILITIES

SELF

- Attend workshop or conference related to area in annual goals and prepare a follow-up activity to implement in classroom
- Prepare and analyze a portfolio of student work
- Analyze a videotape of a lesson you have taught
- Analyze a week's unit design for content, pacing, and appropriate instructional strategies
- Keep a journal of professional insights and learnings
- Develop and implement a new lesson or unit
- Choose a new instructional strategy to develop and implement
- Conduct action research
- Publish observations, insights, or findings
- Predict or hypothesize differences in learning outcomes if alternate strategies were to be used
- Other?

PARENTS/STUDENTS

- Administer and analyze a survey which gives feedback from parents and/or students about teaching practices
- Establish regular communication with parents which invites their feedback
- Develop a plan to work with parent volunteers
- Other?

COLLEAGUE(S)

- Share earnings gained at workshops, conferences, or courses with staff
- Consult with a colleague on curriculum development of strategies related to a specific goal (For example, working with at-risk, LEP, inclusion or gifted students)
- Observe a colleague and discuss the lesson
- Collaboratively analyze and discuss portfolio of student work
- Collaboratively analyze and discuss video of a lesson
- Trade classes with a teacher at a different grade level
- Invite a colleague to observe and discuss a lesson you teach
- Provide intensive support to new or "at risk" colleague
- Provide professional development for colleagues
(For example: present workshop, teach demo lessons, or conduct personalized training)
- Conference with administrator to discuss needs of individual students and materials and strategies being used to meet them
- Invite administrator to observe a new lesson or technique and give feedback
- Other?

SAN BRUNO PARK SCHOOL DISTRICT
CERTIFICATED SELF-DIRECTED EVALUATION PLAN

Employee: _____ Evaluator: _____ School Year: _____

GOALS (3):

1.

2.

3.

PROPOSED ACTIVITIES PROJECT:

Teacher's Signature: _____

Date: _____

Evaluator's Signature: _____

Date: _____

SAN BRUNO PARK SCHOOL DISTRICT
CERTIFICATED SELF-DIRECTED YEAR-END SELF EVALUATION

Appendix F

Employee: _____

School Year: _____

Please reflect and comment on activities and learnings related to your areas of growth: *(Please attach relevant project documents.)*

Signature

Date

Administrator's Comments:

Signature

Date

SAN BRUNO PARK SCHOOL DISTRICT EVALUATION: DISTRICT COUNSELOR

NAME: _____

DATE: _____

SCHOOL: _____

REQUIREMENT OF POSITION:

Provides direct counseling services to students and parents and also provides consultation services to teachers under the direct supervision of the school principal and the general supervision of the assigned administrator. The Counselor's major responsibility is helping students make satisfactory educational, social, and behavioral adjustments to their school programs and environments

MAJOR DUTIES AND RESPONSIBILITIES INCLUDE:

- * Provides crisis intervention for students and assists them in developing effective coping strategies in dealing with school and personal crises.
- * Provides direct counseling services to special education students as indicated in the IEP.
- * Assists regular and special education students with personal concerns that might interfere with school life on an individual and/or group basis.
- * Prepares counseling goals and objectives for Special Education Students.
- * Attends SST and IEP meetings as appropriate.
- * Works with groups of students who have common problems and concerns.
- * Provides guidance to parents who have children with learning and adjustment problems.
- * Communicates with regular and special education teachers, parents, and administrators to maximize the understanding and adjustment of students.
- * Acts as a liaison between community agencies and parents.
- * Consults with teachers individually and in groups to develop a better understanding of children and parents.
- * Works cooperatively and collaboratively with general education and special education staff.
- * Consults and collaborates with students, parents, and teachers, prior to referral to Student Study Team or Special Education Program.
- * Acts as referral source for parents, teachers, and administrators to outside agencies and professionals.
- * Collaborates with school psychologists to develop appropriate mental health interventions for students and families.
- * Supervises counseling and social worker interns who are placed in the District for field work and training.
- * Reports suspected child abuse and neglect to appropriate agencies.
- * Protects the privacy and confidentiality of student records and/or personal information.
- * Warns third parties that students receiving counseling services intend to commit a serious crime as required by law.

ADDITIONAL DUTIES AND RESPONSIBILITIES AS ASSIGNED:

- * Assists in scheduling/programming for all students.
- * Provides coordination for the District's seventh and eight grade testing program.
- * Coordinates sixth grade orientation and articulation to the Intermediate School.
- * Coordinates orientation and matriculation to elementary and high school levels.
- * Works cooperatively with High School District personnel to assist with coordination of eighth grade articulation.
- * Implements class assignments for mainstreamed special education students at elementary and intermediate level.
- * Monitors the progress of special education students in assigned classes in behavioral and academic areas as indicated on IEP.
- * Assists in program modifications for regular and special education students.
- * Conducts classroom presentations.
- * Facilitates student, teacher, and parent meetings as appropriate.
- * Attends parent-teacher conferences as appropriate.
- * Conducts inservices for teachers.
- * Makes home visits when necessary.
- * Develops preschool instructional materials for special education preschool program.
- * Provides direct service to special education preschool students and their parents.
- * Attends professional inservices and conferences.
- * Provides personal growth and family life education.
- * Coordinates enrollment and attendance for proficiency summer school.
- * Conducts parent education sessions.

Relationship with Other Staff Members

- * Employee treats other staff members with friendliness, patience, tact, and respect.
- * Employee seeks to understand the needs and problems of other staff members before making evaluative judgments about them.
- * Employee is honest and straightforward with other staff members.
- * Employee works cooperatively with other staff members.

Maintenance of Suitable Working Environment

- * Employee promotes and maintains, to the extent possible, an attractive and physically comfortable environment for the rendering of assigned services.
- * Employee maintains, to the extent possible, a noise level which is appropriate to the activity taking place and which does not interfere with the learning or well-being of pupils or with the work of others.

Performance of Adjunct Duties

- * Employee performs adjunct duties willingly, correctly, and on time.

NOTE: Adjunct duties include, but are not limited to, supervision of pupils on the playground, in the halls, in the cafeteria or lunch room or in other designated locations; preparation and submission of pupil information, attendance data, or other records or information; attendance at school, district, or other meetings; participation on school, district, or other committees; and supervision of co-curricular pupil activities.

Personal Characteristics (in Relation to Work)

- * Employee is honest and straightforward with supervisor concerning needs and problems.
- * Employee can handle constructive criticism and/or suggestions without anger or resentment.
- * Employee dresses appropriately and, to a reasonable degree, in accordance with accepted professional standards.
- * Employee is generally neat and clean in appearance.
- * Employee is reasonably flexible and can adjust to change when necessary.
- * Employee respects and obeys school and district rules and regulations, and the provisions of state and federal law.
- * Employee does not characteristically exhibit behavior considered bizarre or extreme by generally accepted standards.

Supervisor's Signature: _____

Date: _____

I understand that my signature indicates receipt of this report, and that it does not necessarily indicate agreement. I also understand that I have the right to attach comments, and that after ten days this report will be placed in the District Office Personnel File.

Counselor's Signature: _____

Date: _____

**SAN BRUNO PARK SCHOOL DISTRICT
EVALUATION: DISTRICT PSYCHOLOGIST**

NAME: _____

DATE: _____

SCHOOL: _____

REQUIREMENT OF POSITION:

Evaluates children referred for special program consideration and re-evaluates children placed in special programs utilizing current psychological practices as well as consultations with staff members, parents, community agencies, and private practitioners, all under the supervision of the Special Education Program administrator.

MAJOR DUTIES AND RESPONSIBILITIES INCLUDE:

- * Serves on IEP teams.
- * Conducts triennial evaluations of district certified special education students as required by law.
- * Verbally summarizes and incorporates findings of speech therapists, teachers, counselor, and private practitioners pertaining to the diagnostic conclusions used in presenting educational and behavioral objectives of pupils at IEP meetings.
- * Conducts psychological evaluations of all referred children and compiles confidential reports which address areas including but not limited to: intellectual functioning, sensory motor development, and social/emotional development.
- * Performs re-evaluations, as mandated by laws and professional and ethical practices, of children already placed in special programs.
- * Interprets evaluative data and recommends appropriate psychological and educational courses of action for children, parents, and school staff.
- * Provides consultation services to district staff and parents regarding both regular and special education students.
- * Consults with staff regarding cases referred for evaluation and cases of concern prior to referral.
- * Consults with administrators, teachers, and other staff members regarding pupil problems.
- * Consults with parents, community agencies, and private practitioners, within and outside the District, regarding treatment and educational programming for pupils.
- * Articulates with community mental health agencies and private practitioners regarding interventions for students.

Relationship with Other Staff Members

- * Employee treats other staff members with friendliness, patience, tact, and respect.
- * Employee seeks to understand the needs and problems of other staff members before making evaluative judgments about them.
- * Employee is honest and straightforward with other staff members.
- * Employee works cooperatively with other staff members.

Maintenance of Suitable Working Environment

- * Employee promotes and maintains, to the extent possible, an attractive and physically comfortable environment for the rendering of assigned services.
- * Employee maintains, to the extent possible, a noise level which is appropriate to the activity taking place and which does not interfere with the learning or well-being of pupils or with the work of others.

Performance of Adjunct Duties

- * Provides consultation services for administrators, teachers and other personnel regarding pupil problems.
- * Participates in workshops and in-service training for District personnel
- * Continues to keep abreast of current professional practices and legal and ethical requirements
- * Regularly appraises administrative and instructional staff members of appropriate and current professional, legal, and ethical information and its implications
- * Performs other appropriate duties as may be assigned.

Personal Characteristics (in Relation to Work)

- * Employee is honest and straightforward with supervisor concerning needs and problems.
- * Employee can handle constructive criticism and/or suggestions without anger or resentment.
- * Employee dresses appropriately and, to a reasonable degree, in accordance with accepted professional standards.
- * Employee is generally neat and clean in appearance.
- * Employee is reasonably flexible and can adjust to change when necessary.
- * Employee respects and obeys school and district rules and regulations, and the provisions of state and federal law.
- * Employee does not characteristically exhibit behavior considered bizarre or extreme by generally accepted standards.

Supervisor's Signature: _____

Date: _____

I understand that my signature indicates receipt of this report, and that it does not necessarily indicate agreement. I also understand that I have the right to attach comments, and that after ten days this report will be placed in the District Office Personnel File.

Psychologist's Signature: _____

Date: _____

Standard 1

Engaging and Supporting All Students in Learning

Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interest. They connect the subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.

- 1.1 Using knowledge of students to engage in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

Standard 2

Creating and Maintaining Effective Environments for Student Learning

Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe

- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standard for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

Standard 3

Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.

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

Standard 4

Planning Instruction and Designing Learning Experiences for All Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to

support student learning. Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.

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

Standard 5

Assessing Students for Learning

Teachers apply knowledge of the purposes, characteristics and uses of different types of assessments. They collect and analyze assessment data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self-assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

Standard 6

Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and communication to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

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

No. _____
(Office Use Only)

Appendix H
Page 1 of 2

WRITTEN STATEMENT OF GRIEVANCE BY CERTIFICATED EMPLOYEE

(Additional pages may be attached as necessary)

Level 1, 2, 3
(Circle latest step)

NAME OF
GRIEVANT: _____

DATE OF GRIEVANCE IS ALLEGED TO HAVE OCCURRED: _____

ARTICLE AND SECTION ALLEGED TO HAVE BEEN VIOLATED: _____
Article Section

BRIEF DESCRIPTION OF GRIEVANCE: Please be as specific as possible. Include decisions rendered at the informal conference.

NOTE: Supporting data, if any, should be attached.

SPECIFIC REMEDY REQUESTED:

Copy to: Superintendent
SBEA

Date: _____

Signed: _____

Date: _____

No. _____
(Office Use Only)

Appendix H
Page 2 of 2

RESPONSE TO WRITTEN STATEMENT OF GRIEVANCE

(Additional pages may be attached as necessary)

Level 1, 2, 3
(Circle latest step)

TO: _____
Name of Grievant

Your written statement of grievance, dated _____, and pertaining to a grievance alleged to have occurred on _____, has been carefully considered and the following response is hereby made:

- _____ Your appeal is upheld; the remedy requested by you is granted.
- _____ Your appeal is upheld; the alternate remedy described below is granted.
- _____ Your appeal is denied; no remedy is granted for the reasons given below.

ADDITIONAL INFORMATION/AND OR COMMENTS:

NOTE: Supporting data, if any, should be attached

Copy to: Superintendent
SBEA

Date: _____

Signed: _____

Title: _____

Date: _____

**San Bruno Park School District
Peer Assistance and Review (PAR)
RULES AND PROCEDURES**

The Joint Panel

The Joint Panel serves as the governing body for the Peer Assistance and Review Program (PAR) and determines program guidelines that are consistent with the terms of the collective Bargaining Agreement. {SBEA 14.1.1}

A. Composition

The Joint Panel shall be comprised of five (5) classroom teachers and four (4) administrators. {SBEA 14.2.1} Panel members shall be chosen by May 1st of the election year.

1. Three (3) classroom teacher panel members shall server three (3) years.
2. Two (2) classroom teacher panel members shall serve for two (2) years.
3. Subsequent terms shall be for three (3) years.

B. Meetings

1. The joint committee shall meet at least quarterly to determine if any individual certificated employees shall be referred to the committee. {SBEA 14.2.2}
2. The Joint Committee shall establish its own meeting schedule {SBEA 14.2.2}. To meet, two-thirds of the members of the Joint Committee, including at least one administrator, must be present.
3. Decision shall be made by consensus where possible. Action must be taken on affirmative vote of at least 2 members, the majority of which are certificated employees. Members shall not vote in any matter that represents a professional or personal conflict of interest.
4. The Committee shall keep a journal of meeting notes.

C. Responsibilities

1. Adopt Rules and Procedures to effect the provisions of SBEA Article 14. {SBEA 14.2.3.1}.
2. Provide the training to implement the PAR Program {14.2.3.2}.
3. Provide annual training to the PAR Panel.
4. Select up to three (3) consulting teachers in any school year as determined by need {14.2.3.3}.
5. Notify, in writing, applicants for Consulting Teacher of the selection or non-selection for the program.
4. Notify the Referred Teacher of the assigned Consulting Teachers.
5. Administer the budgetary dollars available to the program and allocate funds to the Consulting Teacher within budget established by the district.
6. Request periodic written progress reports, and review documentation and/or the final report submitted by the Consulting Teachers {SBEA 14.2.3.5}.
7. Meet with the Referred Teacher if so requested.

PAR Rules and Procedures Continued

8. Evaluate annually the impact of the PAR program in order to improve the program.
- D. Consulting Teacher Selection Process
Consulting Teachers is a teacher who provides assistance to a participating Teacher pursuant to the PAR program. Consulting Teachers shall be selected by the Joint Panel. Classroom teachers shall file their application to become a Consulting Teacher no later than March 1 {SBEA14.3.1}.
- E. Annual Evaluation of PAR Program
The Committee shall annually evaluate the impact of the Peer Assistance and Review Program in order to improve the program {SBEA 14.2.3.5}
1. Interview of the Consulting Teacher and Participating Teacher.
 2. Surveys of both Consulting Teacher and Participating Teacher
- The Joint Committee shall submit the evaluation and any recommendations for the improvement to the Governing Board and the local Association.
- F. Compensation
A stipend of \$500.00 shall be paid to compensate each teacher member of the Joint Panel

The Consulting Teachers

- A. Qualifications
1. A credentialed classroom teacher with permanent status {SBEA 14.3.2}
 2. Possess substantial recent experience in classroom instruction {SBEA 14.3.1.2}
 3. Demonstrate exemplary teaching ability which includes effective communications skills, subject matter knowledge and mastery of a range of teaching strategies to meet pupil needs in different contexts {SBEA 14.3.1.3}.
 4. Other qualifications may include the following:;
 - a. Noted ability to work with adults and strong interpersonal skills,
 - b. Ability to work within established timelines,
 - c. Understanding of the collective Bargaining Agreement,
 - d. Demonstrated talent in written and oral communications,
 - e. Demonstrated ability to work cooperatively and effectively with colleagues.
- B. Application
Classroom teachers shall file their application to become a Consulting Teacher no later than March 1 {SBEA 14.3.1}. All Applications and references shall be treated with the strictest confidentiality. Each candidate is required to submit a written consent to release personnel file information relating to the applicants teaching experience and performance.
- C. Term
The appointment of a Consulting Teacher shall be for one (1) year, but may reapply {SBEA 14.3.2}.

PAR Rules and Procedures Continued

D. Duties

Consulting Teachers shall assist Referred Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Referred Teacher. The Consulting Teacher will maintain a confidential relationship with the Referred Teacher to facilitate an appropriate relationship

1. Meet regularly for observations/discussions with the Referred Teacher.
2. Maintain a written log of contacts and specific support given to each Referred Teacher, and document all observations, visitations and meetings.
3. Conduct multiple observations (pre and post observation conferences), a minimum of three observations of 40 minutes each per 18 weeks, of the Referred Teacher during classroom instruction, and provide specific feedback in writing after each observation.
4. Submit and discuss written quarterly progress reports and a final report with the Referred Teacher.
5. Submit quarterly and final progress reports to the Joint Panel as requested.
6. Maintain a cooperative relationship with the Principal. The Principal shall retain the responsibility of evaluation, pursuant to Article 10 – Evaluation Procedures {SBEA 14.3.6}

E. Release Time

1. Consulting Teachers shall be provided sufficient release time to complete the duties listed above as approved by the Superintendent.
2. Consulting Teachers shall be provided sufficient release time for travel to and from sites, completing documentation, preparation time for class visits, to make arrangements for support of the Referred Teacher and any other situation deemed necessary.
3. Consulting Teachers shall be provided sufficient release time for their own training and staff development.

F. Compensation

1. A stipend of \$2,000 shall be paid to each Consulting Teacher for each teacher they coach
2. Consulting Teachers shall be reimbursed for all necessary travel expenses and supplies needed.

G. Workload/Caseload

1. Consulting Teachers will be assigned no more than one (1) referred participating teacher {SBEA 14.3.3}.
2. Prepare at least two (2) peer review reports and a final summary report per school year on the referred teacher they assist {SBEA 14.3.4}.

H. Reports to Referred Teachers

Consulting Teachers shall submit to and discuss with the Referred Teachers periodic written progress reports as requested by the Joint Panel.

PAR Rules and Procedures Continued

I. Final Report to Joint Panel

The Consulting Teacher shall confer with the Referred Teacher and submit a final report to the Joint Panel no later than 20 working days prior to the last day of instruction.

The Referred Teacher

A teacher referred by the Principal to receive assistance as a result of an unsatisfactory final evaluation is the Referred Teacher. The specific criteria, which determine an unsatisfactory evaluation, shall be mutually agreed upon in the collective bargaining agreement. The principal shall state in writing the areas of deficiency and history of interventions attempted with the Referred Teacher.

1. If teachers demonstrate areas of need other than those listed below, these should be addressed outside of the PAR process.
 - a. The progress of pupils towards the established Board Standards of expected pupil achievement at each grade level in each area of study.
 - b. The Instructional techniques and strategies used by the employee.
 - c. The employee's adherence to curricular objectives.
 - d. The establishment and maintenance of suitable learning environment, within the scope of the employee's responsibilities.
2. The term of assistance shall normally be for one school year.
3. It is essential that the Due Process Rights of the Referred Teacher are protected at all times and that a checklist be developed that reflects each step in the process. The Referred Teacher shall:
 - a. Have the right to receive, in writing, a progress report after any observation by the consulting Teacher,
 - b. Have the right to receive copies and attach a written response to any communications the Consulting Teacher has with the Joint Committee.
 - c. Have the right to receive the final report in writing, consult with the Consulting Teacher and attach a written response to the final report,
 - d. Shall have the right to request a meeting with the Joint Panel.,
 - e. Sign the final report indicating only that the report has been seen by the Referred Teacher.
4. The results of the Referred Teacher's participation in the PAR Program shall be made available for placement in the individual's personnel file.