

Hart-Ransom Union School District

Hart-Ransom Teachers Association

2022-2025

Articles of Agreement

Established per Tentative Agreement on 11/18/2022 and final Ratification on 12/6/2022

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PREAMBLE

This Agreement is made and entered into this 6th day of December, 2022 by and between the Hart-Ransom Union School District, hereinafter referred to as the District, and the Hart-Ransom Teachers Association, hereinafter referred to as Association.

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549.3 of the Government Code of the State of California.

This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2025 with reopeners.

ARTICLE 1

RECOGNITION

1.1 Recognition

The District hereby acknowledges that the Association is the exclusive bargaining representative for all certificated teachers and counselors assigned solely or primarily to the elementary school, and for speech and language pathologists assigned solely or primarily to the elementary school. Certificated positions not represented by the Association include administrators, the superintendent, any certificated person who is assigned solely or primarily to the charter school, temporary and short-term employees, walk-on coaches and instructors/tutors, and substitute teachers.

ARTICLE 2

NO DISCRIMINATION

2.1 Discrimination Prohibited

- 2.1.1 No employee shall be discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, or marital status, and, to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical handicap.
- 2.1.2 Neither the District nor the Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage or not to engage in Association activity.

ARTICLE 3

LEAVES OF ABSENCE

3.1 Sick Leave

Every employee employed five (5) days per week for a full school year (185 days) shall be entitled to ten (10) days leave of absence for illness or injury or one (1) sick leave day per month based on a ten (10) month work year. All ten (10) sick leave days are available to the employee commencing with the first day of employment each school year. Employees employed on a part-time basis shall be entitled to a proration of sick leave as allocated above. If said employee does not take the full amount of leave allowed in any school year, the amount not taken shall be accumulated from year to year.

The District shall require written verification of the illness or injury from a physician or licensed medical practitioner in the event that the employee is absent from school due to illness or injury for five (5) or more consecutive workdays. The employee shall provide this verification within three (3) business days after returning to work.

Expanded Sick Leave: An employee may take up to 6 days of accumulated sick leave to attend to the illness of a child, spouse, or parent. An employee may also use additional days as outlined in section 3.7.

An employee will take sick leave in ½ day or full day units, only. In the case of an absence of short duration, one and ½ hours or less with the class covered and/or no substitute required, the employee will not be charged with sick leave. This short duration emergency leave is available for use up to three (3) hours per year. Anything beyond three (3) hours will be charged at ½ day sick leave increments. Prior approval by an administrator is necessary and the appropriate documentation must be filed in the school office.

The District shall notify each employee, in writing, on or before October 1 of each year, the total number of sick leave days accumulated, including those to which they are entitled for the current school year.

An employee who has used more sick leave than earned and resigns from the District before the end of the school year, will receive a salary dock in his/her final warrant based on Table 1 and starting in the succeeding month following the resignation. An employee who begins work after the beginning of the school year shall be credited with sick leave days based on Table 1, below.

Example: An employee who has used all of his/her sick leave resigns in early February. Said employee will be docked (4) days in his/her final warrant.

Table 1. Sick Leave Days for Calculation Purposes

Month Employed	Number of Sick Leave Days
August	10
September	9
October	8
November	7
December	6
January	5
February	4
March	3
April	2
May	1

3.2 Transfer of Sick Leave

An employee who has been an employee of another California public school district and/or an employee of a California County Office of Education for a period of one school year or more and who accepts a position requiring certification with the District shall have transferred with him/her to the District the total days of unused sick leave to which he/she is entitled and verified by the previous school district(s) and/or County Offices of Education. It will be the responsibility of the employee to request written validation from the previous school districts and/or County Offices of Education.

3.3 Extended Illness Leave or Salary Deductions During Absence from Duties

An employee who has exhausted all accrued sick leave and continues to be absent from his/her duties on account of employee illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her shall not exceed the sum which is actually paid a substitute employee. If no substitute was employed, the employee shall have deducted the amount which would have been paid to the substitute had he/she been employed. This is known as differential pay.

In order to receive differential pay, the employee must provide to the district written verification of the illness or accident from a physician or licensed medical practitioner within three business days after returning to work, or within ten business days after the beginning of the absence if the absence is one week or longer.

An employee who is absent from his/her duties on account of illness or accident for a period in excess of five school months, or when a person is absent from his/her duties for a cause other than injury or illness, the employee will be placed on an unpaid leave of absence. An unpaid leave means unpaid salary and unpaid benefits. Under provisions of an

unpaid leave, the employee will be required to submit a letter of release from the employee's physician showing fitness to return to his/her duties.

3.4 Pregnancy and Childbirth Disability Leave

An employee may absent herself from duty because of disabilities caused or contributed by pregnancy, miscarriage, childbirth, and recovery therefrom pursuant to the provisions of Article 3, Section 3.1 of this Agreement. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by her physician or her licensed medical practitioner, who certifies a continuing disability. Except in cases of emergency, the employee shall submit the date, as verified by the physician or licensed medical practitioner, noting when the leave is to commence or when the employee may return to work. Leave shall be unpaid except that the employee may utilize any sick leave, differential pay or other paid leave to which she is entitled. See Section 3.11 for related Family Care Leave.

3.5 Industrial Accident Leave

Industrial accident/illness leave shall be provided as follows:

Allowable leave shall be up to sixty (60) days during which the school is in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.

Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence. When an employee is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary; the phrase "full salary" shall be computed so that it shall not be less than the employee's "average weekly earnings."

(continued in the Labor Code)

When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury -- not to exceed sixty (60) days.

During this leave of absence, provided the employee has or will receive full salary payment directly from the district, the employee shall endorse to the District any temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

Upon termination of the industrial accident or illness leave, the employee shall be entitled to benefits provided in sick leave benefits, and his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

3.6 Bereavement Leave

An employee shall be entitled to paid bereavement leave, not to exceed five (5) days for the death of a member of the immediate family, including a parent, spouse, or child. An employee shall be entitled to up to three (3) days of paid bereavement leave for the death of a member of the extended family, or five (5) days if more than 300 miles or out-of-state travel is required. Members of the extended family, as used in this paragraph, means: grandmother, grandfather, or a grandchild of the employee, or the mother, father, child, grandmother, grandfather, or a grandchild of the spouse of the employee, and the son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, aunt, and uncle of the employee, or a person who was, at the time of death, a permanent member of the employee's household. Bereavement leave must be taken within six (6) months of the death of the family member. An employee shall also be entitled to paid bereavement leave, not to exceed ½ day, for the death of a current student and/or parent/guardian of a current student to attend the funeral.

3.7 Personal Necessity Leave

- 3.7.1 A full-time employee (185 days) may use up to seven (7) days of his/her sick leave days for personal necessity leave each school year. An employee who works less than full-time will have their personal necessity days prorated.
- 3.7.2 Personal necessity leave is applicable when the immediate presence of the employee is required or when matters of pressing importance arise which cannot be conducted outside of school/or working hours. An employee may use up to seven (7) days for family illness in addition to the six (6) days mentioned in 3.1.
- 3.7.3 Personal necessity leave may not be taken for vacation, recreation, outside employment, and work slowdown or stoppage (concerted activities). The college graduation of the employee's child or taking the employee's child to college at the beginning of the school year may be an appropriate use of personal necessity leave. Depending on the circumstances, a wedding may also be an appropriate use of personal necessity leave. Each of these situations shall be subject to the review and discretion of the administration.
- 3.7.4 An employee shall complete the District absence request and submit it to their immediate supervisor for approval no later than 8:00 a.m. one (1) business day prior to using personal necessity leave, except if the leave falls under areas enumerated below. In those instances, the employee will complete the District absence request when they return to work and submit it to their immediate supervisor for approval.

Prior approval of personal necessity leave is not needed when:

- a. the death of a member of his/her immediate family (as defined in Section 3.6) occurs, and when additional leave is required beyond the provisions of bereavement leave; and/or
- b. an accident, involving his/her person or property, or the person or property of a member of his/her immediate family (as defined in Section 3.6) occurs.

In the event of an emergency in which the required advance written notice was not possible, the principal may use administrative discretion when deemed appropriate to approve a request for personal necessity leave with less than the otherwise required advance written notice.

3.8 Discretionary Leave

- 3.8.1 Except for work slowdown, stoppage, or any other concerted activities, or for outside employment, an employee may use up to four (4) days of personal necessity leave each school year at his/her discretion, meaning that the employee will not be required to state the reason for the absence. This shall be known as discretionary leave. Discretionary leave is a form of personal necessity leave.
- 3.8.2 Under no circumstances shall any discretionary leave carry over from one school year to the next. Discretionary leave must be used in the school year in which it was accrued.
- 3.8.3 An employee shall complete a District absence request and submit it to his/her principal for approval no later than 8:00 a.m. one (1) business day prior to using discretionary leave.
- 3.8.4 Discretionary leave may not be taken on any of the following days:
 - The first week of school
 - The last week of school
 - The day of any scheduled training or in-service

3.9 Military Leave

Employees ordered to active military duty, shall be granted such leave and military leave pay as provided in the Military and Veteran's Code. Employees shall be required to request military leaves in writing and to supply the Employer with copies of military orders.

3.10 Judicial Leave

An employee shall receive full pay, minus any payments received for jury duty, if called to sit on a jury or be subpoenaed as a witness in court on a matter where the employee is not a party. The employee shall submit to the District verification of any fees received excluding

any mileage payments or meal expenses. Employees notified by a County Jury Commissioner to serve on stand-by jury duty will be provided a full-day substitute if required to call in for jury duty during the school day. The employee must relinquish payment received for jury duty to the district in order to receive full pay for the day. If the employee is required to call in or report to jury duty later in the day, the employee shall report to work at the normal start time in the morning. If the employee is released from court prior to the end of the professional day, the employee must then return to work provided that it is possible to do so prior to at least one (1) hour before the end of the professional day. The employee must provide the District with a copy of the summons or subpoena a minimum of one (1) week prior to the date the employee is scheduled to appear in court.

3.11 Family Care and Medical Leave

3.11.1 Pursuant to the provisions of Government Code section 12945.2, an employee with more than twelve (12) months of service with the District, and has actually worked for the District (not counting paid or unpaid leave) at least 75% of the scheduled workdays of the previous year, has the right to request unpaid leave of absence for up to twelve (12) workweeks within a rolling 12-month period for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child (parental leave), or for a child, spouse, or parent with a serious health condition. Using a rolling 12-month period means that the District looks back twelve (12) months from the date the employee begins or requests to begin the family care and medical leave of absence.

Extended sick leave taken for the purpose of the employee's own serious health condition, other than for pregnancy disability, shall be designated as family care and medical leave. Sick leave taken for purposes of pregnancy, childbirth, or recovery from childbirth is a separate entitlement and shall not be counted as family care and medical leave. Family care and medical leave provided pursuant to this article constitutes the leave rights enumerated in the federal Family and Medical Leave Act of 1993 ("FMLA") and California Family Rights Act of 1991 ("CFRA").

3.11.2 There is no carry-over of unused family care and medical leave similar to the accumulation of paid sick leave; however, the employee shall retain the right to use family care and medical leave of up to twelve (12) workweeks at any time the employee has not used all of the twelve (12) workweeks within the preceding twelve (12) months. For example, if in the preceding twelve (12) months the employee has used no family care and medical leave, the employee may use up to twelve (12) workweeks; but if in the preceding twelve (12) months the employee has used four (4) workweeks of family care and medical leave, the employee shall have the right to use up to eight (8) more workweeks.

3.11.3 For the purposes of this article, the following definitions shall apply. "Parent" shall mean a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" shall mean a biological, adopted, or foster child, a step-

child, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

- 3.11.4 If both parents of a child are employees of the District and are entitled to family care and medical leave, the maximum family care and medical leave that can be taken between the two parents for parenting in connection with the birth, adoption, or foster care of a child (parental leave) is a period of twelve (12) workweeks pursuant to Government Code section 12945.2(q).
- 3.11.5 The employee shall provide reasonable advance written notice to the District of the need for family care and medical leave, the date the leave will commence, and the estimated duration of the leave. If the need for this leave becomes known more than thirty (30) days prior to the date the leave is to begin, the employee must provide at least thirty (30) days advance written notice.
- 3.11.6 If verification is required by the District to validate the serious illness of the child, spouse, parent, or employee, the District may accept written medical verification by the treating physician or licensed medical practitioner. The District shall not require that the nature of the health condition be disclosed for the purposes of granting family care and medical leave.
- 3.11.7 Family care and medical leave is an unpaid leave of absence except for days which run concurrently with paid leave. A bargaining unit member may use any available and applicable sick leave, vacation, extended illness leave, pregnancy leave, and/or compensatory leave, for the purpose of remaining in paid status during the twelve (12) weeks of family care and medical leave.
- 3.11.8 Health insurance coverage shall be maintained and paid for by the District at the employee's existing level of coverage for the duration of the leave not to exceed twelve (12) workweeks in a rolling 12-month period if the employee receives health insurance coverage from the District. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee. The employee remains liable for such premiums paid by the District if he or she fails to return to work when able to do so.
- 3.11.9 Family care and medical leave shall run concurrently with other leaves provided by this Agreement, except that unpaid leave pursuant to this article and the California Family Rights Act will not run concurrently with paid or unpaid leave for pregnancy disability.
- 3.11.10 The intent of this section is to comply with the mandatory provisions of Government Code section 12945.2. In the event of any inconsistency between this section and the mandatory provisions of Government Code section 12945.2 or its successor, or in the event that the mandatory provisions of Government

Code section 12945.2 or its successor are substantively altered by the legislature, by court action, or by any other legal means, the mandatory provisions of Government Code section 12945.2 or its successor shall supersede the provisions of this section.

3.12 Parental Bonding Leave

- 3.12.1 Pursuant to the provisions of Education Code section 44977.5, an employee with more than twelve (12) months of service with the District is eligible for parental bonding leave for the reason of the birth of a child of the employee, or the placement of a child with the employee in connection with adoption or foster care of the child by the employee. A maximum period of twelve (12) workweeks of parental bonding leave may be taken by an employee within a rolling 12-month period. Using a rolling 12-month period means that the District looks back twelve (12) months from the date the employee begins or requests to begin the parental bonding leave of absence. If both parents of a child are employees of the District and are entitled to parental bonding leave, the maximum parental bonding leave that can be taken between the two parents is a period of twelve (12) workweeks pursuant to Government Code section 12945.2(q).
- 3.12.2 An employee shall use available sick leave, including accumulated sick leave, for parental bonding leave. When the employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental bonding leave, the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period of parental bonding leave in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had a substitute been employed. Regardless of whether a substitute employee is employed or not, the employee shall receive no less than 50 percent (50%) of his or her regular salary for the remaining portion of the 12-workweek period of parental bonding leave.
- 3.12.3 Parental bonding leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 3.11 (Family Care and Medical Leave) of this collective bargaining agreement. The aggregate amount of parental leave taken pursuant to this section and Section 3.11 (Family Care and Medical Leave) shall not exceed twelve (12) workweeks within a rolling 12-month period.
- 3.12.4 The intent of this section is to comply with the mandatory provisions of Education Code section 44977.5. In the event of any inconsistency between this section and the mandatory provisions of Education Code section 44977.5 or its successor, or in the event that the mandatory provisions of Education Code section 44977.5 or its successor are substantively altered by the legislature, by court action, or by any other legal means, the mandatory provisions of Education Code section 44977.5 or its successor shall supersede the provisions of this section.

3.13 Personal Leave

An employee absence that is not provided for under any type of valid paid leave will be designated as personal leave. Personal leave may be requested by an employee in advance, and may be granted at the District's discretion. Personal leave is unpaid leave that results in a full payroll deduction for the duration of the affected absence and is deducted from the employee's service credit towards retirement.

3.14 Other Leaves of Absence

The Governing Board may grant additional leave at full pay, differential pay, or without pay for any reason it deems appropriate other than employment outside the District. Request for any such leave shall include:

- a. length of leave requested
- b. the purpose of such leave
- c. the reason such leave should be granted.

While on such leave, an employee may not engage in other employment outside the District.

3.15 Association Business

The Association President or his/her designee will be allowed up to two (2) days of leave annually at no loss of salary or other benefits for Association business. Association release days shall not be used for concerted activities and the release date will require prior approval from the Superintendent or his/her designee. The District will pay the substitute teacher salary and any usage of such days shall be in half or full day increments.

ARTICLE 4

TEACHER EVALUATIONS

4.1 Teacher Performance -- Evaluation and Assessment Guidelines

4.1.1 The District shall evaluate employee performance as it reasonably relates to:

- (a) Engaging/Supporting Student Learning.
- (b) Learning Environment.
- (c) Subject Content Knowledge.
- (d) Planning/Designing Instructional Experiences.
- (e) Assessing Student Learning.
- (f) Developing as a Professional Educator.
- (g) District Policies and Regulation.

4.1.2 The evaluation of employee performance shall not include the use of publishers' norms established by standardized tests.

4.1.3 Nothing in this section shall be construed as limiting the authority of the District to develop and adopt additional evaluation and assessment guidelines or criteria.

4.1.4 Nothing in this article precludes the evaluator from conducting additional classroom visitations and observations of a unit member as deemed necessary in furtherance of the formal evaluation process.

4.1.5 Any grievance shall be limited to claims alleging violation of the expressed evaluation procedures set forth in this article. No grievance arising under this article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or District, nor shall the grievance contest the judgement of the evaluator.

4.2 Formal Evaluation

4.2.1 **Frequency** -A probationary teacher shall be evaluated at least twice every year. A permanent teacher shall be evaluated every other year unless there is evidence through yearly observations that a permanent teacher does not meet the district expectations as delineated on the Evaluation Summary.

According to education code 44664, evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

At least every five years for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

When a teacher changes positions and/or grade levels of more than a two (2) grade level spread, the teacher shall be evaluated in the first year of that assignment, even if it is not a scheduled evaluation year. That teacher evaluation timeline will reset and begin with that year. This re-evaluation will not be necessary if the teacher has taught the new grade level within the last three (3) years.

4.2.2 Timelines

- (a) There will be at least four (4) formal observations of probationary employees and permanent employees in need of remediation (two prior to the last school day before winter break, and two prior to March 10), and one (1) formal observation of permanent employees (prior to April 15). Formal observations may be scheduled or unscheduled.
- (b) An employee to be evaluated shall be furnished a packet of evaluation materials and advised of the criteria upon which the evaluation is to be based, and notified of the identity of his/her evaluator no later than October 1 of the year in which the evaluation is to take place.
- (c) A post-observation conference meeting shall be held within 10 working days of the observation to discuss the observation and the employee shall receive the written observation summary and each party shall sign the observation summary form.
- (d) Following two or more formal observations and on or before March 10, the second written evaluation report or reports shall be made on all probationary employees and those permanent employees in need of remediation. The results of the evaluation or evaluations shall be recorded on the District's evaluation form and signed by both parties.
- (e) Probationary teachers shall be evaluated at least twice each year during probationary service. The first evaluation report shall be completed prior to the last school day before winter break. The second evaluation report shall be completed by March 10.
- (f) The evaluation shall be reduced to writing and a copy transmitted to the permanent certificated employee not later than thirty (30) calendar days before the last school day scheduled on the school calendar adopted by the District for the school year in which the evaluation takes place.
- (g) Before the last school day scheduled on the school calendar adopted by the District for the school year, a meeting shall be held between the employee and the evaluator to discuss the evaluation.

4.3 Observation

- 4.3.1 An informal observation is defined as an informal visit to the classroom by the a site administrator or the superintendent. Informal classroom observations should occur frequently each year.

4.4 Performance

The evaluation shall include commendations and recommendations, if necessary, based on the California Standards for the Teaching Profession. The evaluator shall meet with the evaluatee to review the year-end evaluation, and the evaluatee will receive a written copy. In the event an employee is not performing his/her duties in a manner according the standards prescribed by the District, the evaluator shall notify the employee in writing, and an action plan will be designed to remediate performance. The evaluator shall confer with the employee making specific recommendations as to areas of improvement in the employee's performance and endeavor to assist the employee in such performance. When any permanent employee has received an evaluation not meeting District standards, the evaluator shall evaluate the employee until the employee meets District expectations or is separated from the District.

4.5 Employee Response

The employee shall have the right to initiate a written reaction or response to the evaluation. This response shall become a permanent attachment to the employee's personnel file. If requested by the employee in writing within five (5) business days after the evaluation meeting, a meeting will be held between the employee and the evaluator and/or the superintendent to review the employee's written response to the evaluation.

4.6 Summary

The final evaluation shall be based on established objectives and standards set forth in the evaluation form and other performance areas previously identified by the evaluator. In preparing the evaluation summary for placement in the employee's file, the evaluator shall rely primarily upon data collected through classroom observation and evaluation conferences. Any deficiencies that may have been brought to the attention of the employee, and subsequently corrected to meeting district expectation, shall not be included in the evaluation.

4.7 Remediation

- 4.7.1 A rating of an employee's performance which does not meet District expectations in the area of teaching methods or instruction may include the requirement that the employee shall, as determined necessary by the evaluator, participate in an action plan designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the District.
- 4.7.2 If a teacher does not meet District expectations in an observation or evaluation, the evaluator shall take positive action to assist the employee in correcting any cited deficiencies. The evaluator may utilize additional resources, without cost to the employee, to assist the employee in correcting cited deficiencies. The evaluator's role to assist the employee shall include, but not be limited to, the following:
 - (a) Specific recommendations for improvement.
 - (b) Direct assistance to implement such recommendations.

(c) Time schedule to monitor progress.

4.8 Accountability

An employee shall not be held accountable for any aspect of the educational program over which he/she has no authority to resolve.

4.9 Evaluator

Only administrative employees shall be used as evaluators. No administrator will evaluate a family member. If a family member of an administrator is due to be evaluated, an alternative district administrator will be assigned the responsibility (e.g. charter school site administrator or superintendent).

ARTICLE 5

PERSONNEL FILE

- 5.1** There shall be a single personnel file for each employee. Personnel files shall be kept in the central administrative office of the District. Information of a derogatory nature in other than the official personnel file shall be destroyed at the end of each school year and shall not be used in any decision affecting the discipline, employment status or assignment of an employee unless that information has been entered into the personnel file in accordance with the procedures in this section.
- 5.2** Materials in personnel files of employees that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- This material is not to include ratings, reports, or records that (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination of committee members, or (3) were obtained in connection with a promotional examination.
- 5.3** An employee shall have the right to inspect these materials upon request, provided that the request is made at a time when the person is not actually required to render services to the District.
- 5.4** Information of a derogatory nature, except material mentioned in 6.2, above, shall not be entered or filed unless and until the employee is notified and verification has been made that the employee has received a copy. The employee will be given an opportunity to review and comment thereon as long as the request is made by the employee within ten (10) business days. The employee shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. The review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary deduction.
- 5.5** No parental complaints can be placed or referred to in the personnel file unless the proper procedures for handling the parent complaint have been followed according to Board Policy 1312.1 and AR 1312.1. Hart-Ransom administrators will strongly encourage the complainant to resolve the issue with the teacher.

ARTICLE 6

CLASS SIZE

- 6.1** The District shall attempt to maintain class size at no more than twenty-four (24) students in grades Transitional Kindergarten (TK) through third and thirty (30) in grades four through eight. The Superintendent will publish a quarterly enrollment report, which will be made available to all employees. When any individual class size exceeds twenty-five (25) in grades TK through three, thirty (30) in grades four through six, or thirty (30) for three or more periods in grades seven and eight, one or more of the following options will be implemented within 30 days.
- 6.1.1 Transfer students from the classroom.
 - 6.1.2 A classroom instructional aide will be provided at the rate of 2 hours per day with the majority of the time to be allocated when students are in the classroom. In grades TK-K this would be an additional 2 hours per day of aide time. In the case an overflow classroom is assigned, a second overflow classroom will be designated when the overflow class size reaches 30 in grades 1-3, and 35 in grades 4-8. (The exception to this subsection is section 6.2)
 - 6.1.3 Limit the number of new students in the classroom.
- 6.2** Certain classes may be conducive to larger or smaller class size than indicated above. Included in, but not limited to this exception, are physical education, band, chorus, and some remedial classes.
- 6.3** At the beginning and throughout the school year, to the extent that it is possible, there shall be a numerical, gender, and academic balance within each grade level. Children with particular needs such as resource, speech, group home placement, disabled, and deaf and hard of hearing students shall also be evenly distributed within each grade level.
- 6.4** The District will provide a substitute teacher in the overflow Kindergarten classroom when the overflow teacher reaches 28 students at the beginning of the school year. The substitute will be in the classroom from the first day of school to help until final class needs and configurations are determined.
- 6.5** As relating to class size in transitional kindergarten, the District will comply with the requirements of EC 48000(g), so long as that section of law and its requirements remain in effect.

ARTICLE 7

TEACHING CONDITIONS

7.1 General Guidelines

- 7.1.1 Employees shall not be required to work in unsafe conditions as defined in state law or to perform tasks that endanger their health, safety, or well-being. Locking door and locking file cabinet will be provided in each classroom.
- 7.1.2 Upon notification, the District shall eliminate or correct any unsafe condition in a timely manner.
- 7.1.3 No employee shall be required to provide and/or conduct specialized health care or personal hygiene procedures.
- 7.1.4 Repairs, setup, and programming of educational technology/equipment/instructional devices shall be made as soon as possible by qualified personnel. If an item cannot be serviced within ten (10) business days, the District shall provide an adequate replacement for use during this period if requested by the teacher.
- 7.1.5 Except in emergencies, necessary repairs and maintenance of classrooms shall be scheduled with the employee. Should the health, safety, or welfare of students or employees be endangered, immediate action shall be taken by the District to correct the problem.
- 7.1.6 Employees shall not be expected to use personal funds to purchase supplies or use personal equipment for their assignment. Employees are encouraged not to bring personal equipment for their assignments. The District will not pay for the loss or damage to employees' personal items.

7.2 Workday

The teacher's workday is to be considered a professional day, meaning that in addition to the time spent in the classroom during the student day, teachers spend such additional time as is necessary to fulfill their professional responsibilities. A teacher's professional responsibilities may include, but are not limited to the following:

- (a) Attendance and participation at weekly staff meetings. One afternoon per week will be set aside for regularly scheduled staff meetings. Emergency staff meetings may be called at other times if necessary. Regularly scheduled staff meetings will begin at 3:00 p.m. and will conclude at 4:00 p.m. The primary use of staff meeting time is intended for professional development that is meaningful, appropriate, and relevant to the teachers' professional responsibilities. Staff meeting time may also include professional collaboration.

If a particular staff meeting needs to last longer than one hour, then the length of another meeting will be reduced accordingly. The maximum length of any staff

meeting will not be greater than two hours. There will not be more than four (4) staff meetings during the year that are longer than one hour. Reasonable advance notice will be given to teachers of an upcoming staff meeting that will be longer than one hour.

- (b) Attendance and participation in weekly team collaboration meetings. The purpose and intent of the parties in establishing consistent and protected weekly collaborative team meetings is to improve student learning and achievement through a cycle of inquiry in the process of answering the four core questions of a Professional Learning Community, as follows:

- What do we want our students to learn (know, understand, and/or be able to do)?
- How will we know if they have learned it?
- What will we do when they do not learn it?
- What will we do if they have already learned it?

At the beginning of each school year, each collaborative team will propose to the principal (or designee) a weekly meeting time for their team collaboration. The goal of the parties is to establish a weekly collaborative meeting for each team that is not less than 50 minutes in length. To the greatest extent possible, common preparation periods for collaborative teams will be built into the master schedule. If a common preparation period has been established for a team, that common preparation period will be preferred by all parties as a time in which to schedule weekly collaboration team meetings, at least in part.

The principal (or designee) will either approve the proposed meeting time or ask the team to make a different proposal. A team may propose to establish a weekly collaboration meeting time that occurs, at least in part, during their “duty-free” lunch, and such a proposal may be approved by the principal (or designee) without constituting a violation of contract. If necessary, the principal (or designee) will designate a reasonable time for a team’s weekly collaboration meeting. The principal (or designee) will not unilaterally mandate that a team have a weekly collaboration meeting time that occurs during their “duty-free” lunch. The scheduling of collaborative team meetings during preparation periods that are provided in accordance with the terms of this collective bargaining agreement shall not constitute or be construed as a reduction of contractual preparation time.

In the event that one contiguous time period during the week cannot be identified or established for a collaborative team to meet for the intended minimum amount of meeting time, then the principal (or designee) may approve two times during the week for that team to meet for collaboration, as long as sufficient time is available at each of those times for the team to engage in effective collaboration. In the event that a scheduled team collaboration meeting cannot take place at the scheduled time, the principal (or designee) shall work with the affected team to arrange for another time to meet if possible.

- (c) Each member of the bargaining unit will actively engage in instructional technology coaching for a minimum of six hours during the year outside of their other assigned duty time within their professional day.
- (d) Each teacher shall have a ten (10) consecutive minute daily yard duty assignment to be determined by the principal or designee.
- (e) Before-school rainy day supervision of students
- (f) Formal parent conferences, as well as being available for informal parent meetings and other communications with parents
- (g) Back to School Night and Open House
- (h) Professional collaboration team meetings
- (i) IEP meetings, SST meetings, 504 meetings, and other meetings relating to student needs and performance
- (j) Professional development and other in-service training
- (k) Voluntary participation on school and district committees and leadership teams
- (l) Voluntary participation at graduation ceremonies, awards events, and other school- and district-sponsored activities

7.3 Minimum Days

The District agrees to provide minimum days on the day prior to Thanksgiving Break, Winter Break, and Spring Break, on the day of Open House, and on the last two days of school. In addition, at least five (5) minimum days for parent/student/teacher conferences will be provided.

7.4 Work Breaks

- 7.4.1 Lunch. Employees' workday shall include a forty (40) consecutive minute duty-free lunch period, except on minimum days. The lunch period is to be concluded before the end of the professional workday. Employees shall be present with their students when the allotted time of their lunch period has elapsed.
- 7.4.2 Relief Break. A relief break of not less than ten (10) minutes shall be provided at least every two and one-half hours during the teaching day.

7.5 Preparation Periods

- 7.5.1 Each full-time teacher in grades K-8 shall receive a daily forty (40) minute preparation period before the end of the professional workday. The preparation period may be different on minimum days and testing days.

7.5.2 Every effort shall be made to ensure that the preparation period schedule will be followed. Only in the most extreme of circumstances when a substitute is not available, will a preparation period be canceled.

7.6 Participation on Committees

Employees on all District committees shall serve on a voluntary basis.

ARTICLE 8

JOB SHARED CONTRACTS

- 8.1** Definition: Job-sharing refers to two (2) employees sharing one (1) full-time assignment.
- 8.2** Continuing job share participants need to submit a proposal to the Superintendent by March 1 of each year. Consideration of new requests will be undertaken on a case-by-case basis, and must be submitted in writing to the Superintendent by March 1. A job-sharing assignment is available to permanent teachers properly credentialed and who have made application in writing to the Superintendent by March 1 of each school year. The applicants for the job-share position shall submit a proposed plan in writing at that time.
- 8.3** The Superintendent will submit the written plan for approval to the Governing Board before the end of the school year. The applicants will be notified of the Board's decision before the end of the school year.
- 8.4** Notwithstanding the provisions of subsection 13.1.2, a one step increment on the salary schedule shall be granted for every two years of service in a 0.5 FTE (50%) or greater job-share assignment. Any job-share assignment less than 0.5 FTE (50%) will be prorated toward salary schedule advancement, meaning that the employee must accumulate an aggregate total FTE of 1.0 (100%) or more in consecutive years of fractional FTE service in order to advance one step on the salary schedule.
- 8.5** Job-sharing employees will earn a pro-rated credit toward leave and district provided benefit monies.
- 8.6** Non-teaching assignments shall be shared. However, the following activities require the attendance of both job-sharing employees:
- (a) Open House
 - (b) Back-to-School Night
 - (c) Mandatory staff development activities
 - (d) First two (2) days and the last two (2) days of student attendance
 - (e) Parent conferences
- 8.7** Prior to the first year of participation, teachers shall request a part-time leave of absence from their full-time teaching position. Said request for leave shall only be acted upon by the District if request for job sharing is also approved. Teachers electing to continue in the job-sharing program beyond the first year shall, as a condition of continuing in the program, resign whatever percentage of their full-time position that is not necessary for their continued employment as a part-time employee under this program.
- 8.8 Seniority Rights**
- 8.8.1** Teachers who enter a job-share program will retain their seniority. For transfer purposes, seniority will be ranked according to the more senior teacher.

8.9 Full-Time Status

- 8.9.1 A job-sharer who wishes to return to a full-time position in the subsequent year must inform the superintendent in writing by March 1.
- 8.9.2 Teachers wishing to return to full-time status after one year's participation in the program shall be reassigned on the following basis:
 - (a) reassigned to the position they left if the position is vacant or filled by a person on a temporary contract;
 - (b) reassigned on the basis of available positions for which they are qualified pursuant to Article 11 - Transfers and Reassignment.
 - (c) Teachers wishing to return to full-time status after more than one year's participation shall, upon request, be granted a full-time contract provided a full-time position is available.

8.10 Other Provisions

- 8.10.1 If a day-to-day substitute is required, the other employee will assume responsibility for the class whenever possible and will receive substitute pay or arrange a trade day with the other job-share person.
- 8.10.2 Should a job-share participant be unable to fulfill his/her teaching obligation for any reason, a suitable long-term substitute can be employed or the position can be filled by the job share partner depending on the circumstances.
- 8.10.3 Whenever an employee assumes full time responsibility for a job share assignment upon the resignation or unpaid leave of the other partner, he/she shall receive full salary.

ARTICLE 9

UNITS TOWARD THE SALARY SCHEDULE

- 9.1** College units toward salary schedule advancement are given for units taken that apply to a higher degree, that apply to a credential, or supplemental license/authorization, or that will serve to augment, improve, maintain, and/or reinforce teaching skills.
- 9.2** An employee will not receive salary schedule placement credit for units earned on or before the date of receiving a bachelor's degree unless the units are identified as post graduate units.
- 9.3** Upper division and graduate level courses or workshops from an accredited college or university may be accepted toward salary schedule advancement.
- 9.4** Lower division units may be taken for credit on the salary schedule to strengthen an immediate teaching skill, to gain new knowledge in an instructional content area, or to qualify for an additional credential or supplemental authorization. The employee is limited to a maximum of eighteen (18) lower division semester units that may be applied toward salary schedule advancement.
- 9.5** Approval must be received from the superintendent prior to taking a class for salary schedule advancement. An employee will submit a request for course approval on the appropriate District form to the superintendent, and should include sufficient documentation of course content and course requirements, which may include, but not be limited to, course outline(s), syllabus/syllabi, and/or written communication from the college or university specifying the course content and course requirements. If the request for course approval does not include sufficient supporting documentation, the employee will be notified and the submitted course(s) will not be considered. The request for course approval will be considered as being received when it includes sufficient supporting documentation.

The superintendent or designee shall communicate to the employee a decision regarding approval or disapproval of submitted class(es) within ten (10) school days after the course request form(s) are received at the district office if submitted during the school year, and within fifteen (15) business days after the course request form(s) are received at the district office if submitted outside of the school year. If the superintendent or designee does not provide this notification of approval or disapproval within the timeframes outlined above, the submitted class(es) shall be considered to be approved.

- 9.6** Grades of A, B, C, and Pass/Credit will be acceptable. An official transcript or grade report card must be submitted to the superintendent at the time credit is requested.
- 9.7** It is the employee's responsibility to submit evidence of qualification to the superintendent prior to September 10 to obtain credit for columnar advancement for that school year.

- 9.8** The employee is responsible for correct information filed with the superintendent. Correction(s) to salary schedule placement will be made as appropriate when a District error in placement is discovered. Under no circumstances will any correction(s) for additional units be retroactive to any previous year.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 Definitions

- 10.1.1 A "Grievance" is any alleged violation of the written collective bargaining agreement.
- 10.1.2 An "Aggrieved Person" is the certificated employee(s), including the Association or representative(s) thereof, filing a grievance.

10.2 Purpose

- 10.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which may arise from time to time. Both parties agree that these proceedings will be kept as confidential as possible under the laws of the State of California.
- 10.2.2 Nothing contained herein will be construed as limiting the right of any certificate employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given an opportunity to be present at such adjustment and to state its views.
- 10.2.3 Since it is important that grievances be processed as rapidly as possible, the time limit specified at each level should be considered to be maximums, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 10.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be adjusted so that the procedure may be delayed or expedited as agreed to by all parties involved.
- 10.2.5 The grievance procedure is intended to enhance personal communications between employees and supervisors. Useful and necessary private meetings between supervisors and employees they supervise are encouraged.

10.3 General Provisions

- 10.3.1 A certificated employee, at any point in the grievance process, may be accompanied by an Association representative.
- 10.3.2 A certificated employee may process a grievance or use an Association representative without prejudice or reprisal of any kind being taken against such certificated employee. Neither shall certificated employees harass, intimidate, or

pressure a member of the administrative staff before, during, or after a complaint or grievance.

- 10.3.3 If a grievance arises from action or inaction of the District at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level Three.
- 10.3.4 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared by the District in consultation with the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 10.3.5 Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.
- 10.3.6 A employee may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of this Agreement. If any employee presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a timely response.
- 10.3.7 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the workday, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

10.4 Processing a Grievance

When an employee has a grievance, it shall be presented in the following manner:

10.4.1 Level One -- Informal Discussion with Principal or Immediate Supervisor

The aggrieved person(s) shall first discuss a complaint within fifteen (15) business days of the incident, informally with the principal or immediate supervisor, either directly or in the company of the Association's designated grievance representative, with the objective of resolving the matter informally. The principal or appropriate supervisor will respond within ten (10) business days of the original complaint, unless mutually agreed otherwise.

10.4.2 Level Two -- Formal Conference with the Immediate Supervisor

- a. If the aggrieved person(s) is not satisfied with the disposition of the complaint through the informal procedure at Level One, he/she must submit his/her formal

grievance, in writing to the immediate supervisor or principal within ten (10) business days of the informal conference. His/her claim should include the following:

- a clear, concise statement of the grievance
 - a list of persons involved (including conferees, if any)
 - the circumstances on which the grievance is based
 - an outline of actions taken to adjust the complaint
 - supporting documents, if desired by the grievant
 - a list of the specific actions which the aggrieved person(s) believes would best remedy his/her grievance
- b. The immediate supervisor/principal shall communicate his/her decision to the aggrieved person(s) in writing, within ten (10) business days after receiving the grievance.

10.4.3 Level Three -- Appeal to the District Superintendent (or his/her designee)

- a. If the parties do not agree at Level Two, the aggrieved person(s) may appeal the decision within ten (10) business days after concluding Level Two. The appeal must be made, in writing, to the superintendent or his/her designee. A copy of all grievance records will be forwarded, with the appeal, to the superintendent.
- b. The superintendent or his/her designee may confer informally with the aggrieved person(s), separately or jointly, within ten (10) business days.
- c. The superintendent or his/her designee shall communicate his/her decision to aggrieved person(s) within ten (10) business days after his/her final meeting with the grievant. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement may be nonprecedential and shall constitute a settlement of the grievance.

10.4.4 Level Four -- Appeal to Governing Board

If the superintendent's response is not satisfactory to the grievant, the grievance shall be transmitted by the grievant to the Governing Board within ten (10) business days. Within thirty (30) business days, the Governing Board shall conduct a hearing. The Governing Board shall render a decision within ten (10) business days after the hearing and furnish a copy to the employee organization and grievant.

10.4.5 Level Five -- Arbitration

- a. If the grievant is not satisfied with the decision at Level Four, the employee may request that the Association, within fifteen (15) business days, submit a request in writing to the Superintendent for arbitration of the dispute.

- b. The Association and the District should attempt to agree upon an arbitrator, and if no agreement can be reached, the parties shall request that the American Arbitration Association or the State Conciliation Mediation Service supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall strike a name until only one (1) name remains.
- c. The fees and expenses incurred by the Arbitrator shall be borne equally by the District and the Association.
- d. The arbitrator shall, as soon as possible, hear evidence, and render a decision on the issue or issues that were submitted for arbitration.
- e. If the parties cannot agree upon an arbitration submission statement, the arbitrator shall determine the issues by referring to the written grievance documentation and the answers at each level of the process.
- f. In disputed cases concerning whether a grievance claim is within the scope of these proceedings, the arbitrator shall first rule on the arbitrability of the issue before proceeding to the merits of the issue.
- g. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether there has been a violation of this Agreement in the respect alleged in the grievance.
- h. After a hearing in which both parties have had an opportunity to make or present oral and written arguments, the arbitrator shall submit to all parties the written findings and recommendations that he/she has prepared. The recommendations shall be final and binding on both parties.

ARTICLE 11

TRANSFERS AND REASSIGNMENT

11.1 Definitions

11.1.1 Reassignment: change in grade level at K-6 or change in class assignment in grades 7-8 (i.e., English to Math, etc.)

11.1.2 Voluntary: movement requested by the employee.

11.1.3 Involuntary: movement not requested by the employee.

11.2 Teacher Openings

11.2.1 Teacher openings in the District may be filled by existing staff or by new employees selected by eligibility lists providing that existing staff applicants are considered and accepted or rejected for openings prior to candidates on the eligibility lists. If an opening occurs after the school year begins, the District may fill it on a temporary basis until the end of the school year without opening it to existing staff. The position so filled shall be considered an opening for the succeeding school year. "Existing staff" at the time when the position was originally considered an opening shall be considered for the opening before outside candidates.

11.2.2 Teaching openings will be posted for a minimum of three (3) business days. Certificated staff members may apply for the posted position by completing the appropriate form and submitting it to the superintendent by the deadline. Openings will be posted by the administration in designated area in the staff room, front office mailbox room, and/or on an electronic job posting venue.

11.3 Voluntary Reassignment

11.3.1 If two (2) or more employees with appropriate credentials required for the position apply for a vacancy, the employee with the greatest seniority shall receive the reassignment.

11.3.2 If an employee's request for a voluntary reassignment is denied, the employee, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the employee may request and shall receive written reasons for the denial.

11.4 Involuntary Reassignment

- 11.4.1 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary reassignment. If an involuntary reassignment becomes necessary, the transfers will be made from within the three lowest positions on the seniority list, based on education, and/or experience while providing the best educational environment for the students.
- 11.4.2 An employee transferred within the current school year shall have priority consideration to return to fill the first opening that occurs at the grade level or within two (2) grade levels above or below the vacated position for the current or ensuing school year.
- 11.4.3 An employee involuntarily transferred/reassigned other than during the first three weeks of the regularly scheduled work year, commencing with employees' first workday, will be given written notification two (2) weeks prior to the action. The reason(s) for such action will be stated in writing. The District and the employee may mutually agree to waive the two-week notification.

11.5 Preparation Time and Assistance

An employee reassigned during the school year will be given three (3) days of paid release time for preparation prior to the effective date of the reassignment. The District shall be responsible to move district-owned furniture and materials.

ARTICLE 12

CALENDAR

12.1 Calendar

The work year shall consist of 185 workdays as follows:

- 12.1.1 Teachers will report to work on a regular workday schedule each of three (3) consecutive weekdays prior to the first day of school.
- 12.1.2 The first two of the three (3) days shall be designated by the District for professional on-site functions such as room preparation, gathering materials, collaborating with colleagues, brief staff meetings, or other activities at the discretion of the teacher.
- 12.1.3 Duties and/or activities during the last of the three days shall be scheduled at the discretion of the administration and be concluded by the end of the workday.
- 12.1.4 During the course of the school year, there will be one (1) mandatory professional development day.
- 12.1.5 A “teacher workday” will be scheduled the first workday following the last day of classes for the school year. A teacher may leave campus after being fully checked out and cleared by the administration. Teachers shall, at a minimum, stay on site until noon.
- 12.1.6 The District agrees to meet and confer with Association representatives regarding the school calendar before it is adopted by the Governing Board.

ARTICLE 13

SALARIES AND BENEFITS

13.1 Salary Schedule

13.1.1 A maximum of fourteen (14) years of successful and related prior teaching experience will be allowed for initial placement on the salary schedule, for a maximum placement of step 15 for newly hired teachers.

13.1.2 Unit members who have served in the District in a paid capacity for at least 75% of the scheduled workdays shall qualify for schedule movement in the following school year. Any unit member who is in a paid capacity for less than 75% of the scheduled workdays shall qualify for the schedule movement after two (2) years of service in that position.

13.2 Compensation Toward Advanced Degrees

The District will pay for costs incurred by a teacher who the District requires to teach classes for which he/she is not authorized to teach for lack of the appropriate credential or certificate. The reimbursed cost includes tuition, textbooks, and other fees which may be directly related to the course. The teacher will be reimbursed for said costs upon presentation of receipts to the superintendent. To receive any reimbursement, the teacher will be required to receive prior written permission from the Superintendent before taking any course under this Section. Units received from courses paid by the District will not count toward the salary schedule. Before course work begins, the employee will sign a contract with the District detailing the conditions under which reimbursement will be made. If the employee fails to meet the conditions stipulated in the contract, he/she will reimburse the District for District costs incurred.

13.3 Retirement Incentive

An employee 55 years of age or older who is on Step F-20 or higher on the Salary Schedule, and who has worked for the District for a total of fourteen (14) years of aggregated full-time equivalent (FTE) or more without a break in service, and who is a retiree with the State Teachers Retirement System (STRS), shall be eligible to receive a paid medical, dental, and vision insurance program not to exceed the District's benefit cap until age 65 or until he/she qualifies for Medicare, whichever comes first. The offer must conform to established health care provider policies. The retiree will not be entitled to District benefit monies paid in cash.

All benefits shall be paid at the same level as provided to the employee at the time of his/her retirement except for any benefit coverage that is or becomes specifically excluded by group policy. If for some reason the insurance program rate becomes higher for retirees than for working employees, the retirees must pay the difference or forfeit the benefit.

In order to be eligible for this retirement incentive, the employee must file an irrevocable letter of resignation for the purpose of retirement with the Superintendent no later than

March 1 of the year they wish to retire. The March 1 deadline shall be waived for retirees who experience an emergency situation. For the purposes of this section, an emergency situation shall be defined as, but not limited to, medical emergencies (i.e., cancer).

13.4 Stipends

The District agrees to pay stipends for extra duties as shown in Appendix B, Stipend Schedule. On minimum days, a stipened employee may work with students during the time period set aside for teacher preparation; however, said employee will make up like time in teacher preparation after the 2:40 p.m. workday.

In order to receive payment for any stipend, the individual performing the duty must complete a time card outlining the duties performed and the amount of pay requested. The time card must be submitted to the Principal for approval before it can be submitted to the payroll department for processing. Stipend pay requests must be turned in to the Principal before June 1.

13.5 Additional Degrees, Credentials, Certificates

The District agrees to pay additional sums on the employee's salary for the following:

13.5.1 Masters Degree \$1,000

A Masters Degree will be paid as part of the employee's salary. The Masters Degree stipend will remain separate and will not receive any negotiated increase applied to salaries.

13.5.2 Bilingual Credential * \$800

13.5.3 LDS, CLAD, SB 1969 SB 395 Certificate * \$200

New hires after 6/31/06 will not receive this stipend. Current staff must have a CLAD or equivalent by 01/01/07.

* Employees who receive these additional sums must accept any District prescribed assignment and said employees are not covered by Section 11.4 of Article 11 and Section 6.3 of Article 6 as applicable to gender and academic balance.

These additional sums will be prorated for part-time employees.

13.6 Benefits

The District will implement Internal Revenue Code Section 125, a plan from which employees may choose the following options, the cost of which will not exceed the district benefit amount:

13.6.1 Medical

13.6.2 Dental

13.6.3 Vision

13.6.4 Paid Prescription

13.6.5 Life Insurance

13.6.6 Dependent coverage for any of the above allowable carrier(s)

13.6.7 For those employees choosing the cash-back option, the cash will be prorated on a monthly basis.

This option is only available to employees hired prior to June 30, 2005 who were eligible for and receiving benefits at that time. The cash benefit is frozen at a cap of \$4,400 per year.

If an employee loses his/her eligibility for benefits, he/she is no longer eligible for the cash back benefit. If the employee regains eligibility for benefits, he/she would not be eligible for cash back.

Those employees receiving benefits as of June 30, 2005 may elect to receive the cash back at the frozen cap of \$4,400 per year instead of benefits. Those employees receiving cash back may elect to take benefits at the current capped rate, but will not subsequently be able to revert to taking cash back once they have elected to take benefits at the current capped rate.

13.7 Part-Time Employees

13.7.1 Part-time employees health benefit amount will be based on Table 3. Employees who work less than 50% are not eligible for benefits.

Table 3 (Example)

Percent of Employee Time	Percent of Benefit Cap
49.99 – 50%	50%
50.01 – 60%	60%
60.01 – 75%	75%
75.01 – 100%	100%

13.8 Substitute Pay

Any employee who substitutes for another employee shall receive \$15.00 more per assignment than regular substitute pay. This provision does not apply to job shares who trade days.

13.9 Carrier Policies

In the event a new carrier being considered by the district will only provide a service if 100% of the employees participate in said service, the District and the Association will participate in negotiations regarding the potential change of carriers together with other employee groups affected by the change.

13.10 Home and Hospital

Home and hospital position shall first be offered to the student's classroom teacher. It shall be paid at the district hourly rate.

ARTICLE 14

PROFESSIONAL DUES OR FEES

- 14.1** Any employee who is a member of the Association, or who has applied for membership may sign and deliver to the Association an assignment authorizing deductions of unified membership dues. Pursuant to such authorization, and upon notification by the Association, the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the employee each month for twelve (12) months. (Deductions for employees who sign such authorizations after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.)
- 14.2** Any employee may submit to the Association the cash (or check) in the amount for unified membership dues, initiation fees and/or general assessments.
- 14.3** The Association and the District agree to furnish to the other party information needed to fulfill the provisions of this Article.
- 14.4** The Association agrees to indemnify and hold harmless the District from any and all claims and liabilities, including payment to the District of any and all attorneys' fees, other defense costs, and monetary awards and judgments which arise out of or relate to the District's compliance with the deduction of fees pursuant to this Article.

ARTICLE 15

STIPENDS

15.1 Stipends

The list of stipend positions will be made available at the end of the current school year for placement in the next school year. If needed, the list will be revised at the beginning of the next school year. In the event that circumstances arise which might warrant an additional stipend, the superintendent and the association president may discuss the possibility of an additional stipend. If the two parties agree on the addition and amount of the stipend, the new stipend will be added by written agreement and recorded in the contract during the next round of contract negotiations if it remains applicable.

If there is more than one person interested in one position (other than positions on a stipended team or committee), there will be an application and interview process. If there is no person on staff who is interested in a particular athletic coaching position, the district will seek to secure the services of a qualified walk-on coach for that position. Unless a qualified individual is found for a specific position in a timely manner, that activity will be eliminated for that school year.

The Superintendent, Principal, or designee shall select and assign the Athletic Director, the Technology Coordinator, and the members of any stipended team or committee.

Payment for stipends will be made according to Section 13.4.

ARTICLE 16**REOPENER****16.1 Reopener**

For the 2022-2025 contract years the following will be in effect only as outlined below:

1. Three-year contract: 2022-2023, 2023-2024, and 2024-2025
2. There will be a scheduled yearly reopener to negotiate health and welfare benefits and salary for the duration of the contract.
3. For the duration of the contract, each party may reopen up to two articles per year.

ARTICLE 17

SEVERABILITY

17.1 Savings Clause

If any provision of this Agreement or any application thereof to any employee is held to be contrary to law by a court of competent jurisdiction, or is superseded by subsequent legislation, then such provision or application shall be deemed invalid, to the extent required by such court decision or subsequent legislation, but all other provisions or applications continue in full force and effect.

17.2 Replacement for Severed Provision

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days or, in the case of the summer break, at a mutually agreeable time, after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. This timeline may be extended by mutual agreement between the parties.

DEFINITIONS

The following definitions shall apply when interpreting the language of this collective bargaining agreement.

- Business Day: “Business Day” shall mean a day on which the district office is open unless specified otherwise within a particular article or section of the contract or by law.
- Day: “Day” shall mean calendar day unless specified otherwise within a particular article or section of the contract or by law.
- Employee: “Employee” shall mean a person represented by the Hart-Ransom Teachers Association.
- Job-Share: “Job-Share” shall be defined as specified in Section 8.1 of Article 8 – Job-Shared Contracts.
- Professional Day: “Professional Day” shall be defined as specified in Section 7.2 of Article 7 – Teaching Conditions.
- Seniority: Seniority is established by the employee's initial contract duty date of the regular school year in the District. (Seniority for those employees with the same date of service will be determined by lot for the purposes of this contract only and not for reduction in force. For reduction in force, seniority will be based on Education Code provisions.)
- Weekday: “Weekday” shall mean any day that falls on or between Monday and Friday of any given week.
- Workday: “Workday” shall mean a day on which the employee is scheduled to work in accordance with the applicable work year calendar, unless otherwise provided by law in specific applications.
- Working Day: “Working Day” shall mean any day on which the employee is scheduled to work in accordance with the applicable work year calendar and actually works on that day.

HART-RANSOM UNION SCHOOL DISTRICT

2022-2023 CERTIFICATED ANNUAL SALARY SCHEDULE

BASE BA/NVC		A BA+12	B BA+24	C BA+36	D BA+48	E BA+60	F BA+72	
1	61,956	1	63,815	65,729	67,701	69,732	71,824	73,979
			64,815	66,729	68,701	70,732	72,824	74,979
2	63,815	2	65,729	67,701	69,732	71,824	73,979	76,198
			66,729	68,701	70,732	72,824	74,979	77,198
3	65,729	3	67,701	69,732	71,824	73,979	76,198	78,484
			68,701	70,732	72,824	74,979	77,198	79,484
4	67,701	4	69,732	71,824	73,979	76,198	78,484	80,839
			70,732	72,824	74,979	77,198	79,484	81,839
5	67,701	5	71,824	73,979	76,198	78,484	80,839	83,264
			72,824	74,979	77,198	79,484	81,839	84,264
6	67,701	6	73,979	76,198	78,484	80,839	83,264	85,762
			74,979	77,198	79,484	81,839	84,264	86,762
7	67,701	7	76,198	78,484	80,839	83,264	85,762	88,335
			77,198	79,484	81,839	84,264	86,762	89,335
8	67,701	8	78,484	80,839	83,264	85,762	88,335	90,985
			79,484	81,839	84,264	86,762	89,335	91,985
9	67,701	9	80,839	83,264	85,762	88,335	90,985	93,715
			81,839	84,264	86,762	89,335	91,985	94,715
10	67,701	10	83,264	85,762	88,335	90,985	93,715	96,526
			84,264	86,762	89,335	91,985	94,715	97,526
11	67,701	11	83,264	88,335	90,985	93,715	96,526	99,422
			84,264	89,335	91,985	94,715	97,526	100,422
12	67,701	12	83,264	88,335	93,715	96,526	99,422	102,405
			84,264	89,335	94,715	97,526	100,422	103,405
13	67,701	13	83,264	88,335	93,715	99,422	102,405	105,477
			84,264	89,335	94,715	100,422	103,405	106,477
14	67,701	14	83,264	88,335	93,715	99,422	105,477	108,641
			84,264	89,335	94,715	100,422	106,477	109,641
15	67,701	15	83,264	88,335	93,715	99,422	105,477	111,792
			84,264	89,335	94,715	100,422	106,477	112,792
16	67,701	16	83,264	88,335	93,715	99,422	105,477	114,922
			84,264	89,335	94,715	100,422	106,477	115,922
18	67,701	18	83,264	88,335	93,715	99,422	105,477	118,025
			84,264	89,335	94,715	100,422	106,477	119,025
20	67,701	20	83,264	88,335	93,715	99,422	105,477	121,094
			84,264	89,335	94,715	100,422	106,477	122,094
25	67,701	25	83,264	88,335	93,715	99,422	105,477	124,121
			84,264	89,335	94,715	100,422	106,477	125,121

Reflects 6.2% Increase for 2022-2023

\$10,200 Annual Benefit Cap

Master's Stipend: \$1,000 (reflected in cell immediately beneath associated base salary cell)

Board Approved: 12/6/2022

APPENDIX B
STIPEND SCHEDULE

<u>Description</u>	<u>Total Amount</u>	<u>Comment</u>
Technology Coordinator	\$4,500.00	\$4,500 x 1
Athletic Director	\$3,200.00	\$3,200 x 1
Girls Volleyball Coach (Gr. 6)	\$700.00	\$700 per team x 1
Girls Volleyball Coach (Gr. 7/8)	\$1,850.00	\$925 per team x 2
Boys Volleyball Coach	\$700.00	\$700 per team x 1
Soccer Coach	\$700.00	\$700 per team x 1
Boys Basketball Coach (Gr. 6)	\$700.00	\$700 per team x 1
Boys Basketball Coach (Gr. 7/8)	\$1,850.00	\$925 per team x 2
Girls Basketball Coach (Gr. 6)	\$700.00	\$700 per team x 1
Girls Basketball Coach (Gr. 7/8)	\$1,850.00	\$925 per team x 2
Track Coach	\$700.00	\$700 per team x 1
Kindergarten Assessment Day	\$1,000.00	\$200 per teacher x 5
Outdoor Education	\$1,500.00	\$500 per teacher x 3
Yearbook Coordinator	\$1,200.00	\$600 per teacher x 2
8 th Grade Promotion Coordinator	\$400.00	\$400 x 1
Student Council Coordinator	\$1,000.00	\$1,000 x 1
Dance Coordinator	\$300.00	\$100 per dance x 3
Science Olympiad Coach	\$2,000.00	\$500 per team x 2 (local competition) \$500 per team x 2 (state competition)
Spelling Bee Coordinator	\$150.00	\$150 x 1 (Sub provided for day of event only)
Speech Contest Coordinator	\$150.00	\$150 x 1 (Sub provided for day of event only)
Talent Show Coordinator	\$250.00	\$250 x 1 (Sub provided for day of event only)
Renaissance Coordinator	\$150.00	\$150 x 1
SST Coordinator	\$1,000.00	\$1,000 x 1
One specific and named site team or committee per year, identified and/or established each year at the principal's discretion.	\$1,600.00	\$200 per team/committee member x 8 Up to eight (8) stipends. In order for a team/committee member to be eligible for the stipend, they may not miss more than 30% of the scheduled team/committee meetings during the year.
Character Program Coordinator	\$200.00	\$200 x 1
Safety Patrol Coordinator	\$300.00	\$100 per trimester x 3
Cell Phone	\$1,200.00	\$400 x 3 <ul style="list-style-type: none"> \$40.00 per month for ten (10) months of the school year, for a total of \$400.00 per year, per specified employee. A total of three (3) stipends, available to two (2) Resource Specialists and one (1) School Counselor. Any employee receiving a cell phone stipend shall keep their cell phone on, available, and ready for use throughout the professional workday. The District shall not be responsible for any employee's cell phone at any time, and shall not be held liable for any loss, misuse, or damage to an employee's cell phone, either within or outside the professional workday.

FINAL EVALUATION

SCHOOL: Hart-Ransom Elementary School

NAME: _____ POSITION: _____

EVALUATOR: _____ DATE: _____

AREAS OF EXPECTATION	EXPECTATION LEVEL
<p><i>1. Engaging/Supporting Student Learning</i></p> <ul style="list-style-type: none"> 1.1 Using knowledge of student to engage them 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 students learning and adjusting instruction while teaching. <p>NARRATIVE:</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Fulfills Standards <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory
<p><i>2. Learning Environment</i></p> <ul style="list-style-type: none"> 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 standards 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. <p>NARRATIVE:</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Fulfills Standards <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Unsatisfactory

<p>3. <u>Subject Content Knowledge</u></p> <p>3.1 Demonstrating knowledge subject matter, academic content standards, and curriculum frameworks.</p> <p>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.</p> <p>3.3 Organizing curriculum to facilitate student understanding of the subject matter.</p> <p>3.4 Utilizing instructional strategies that are appropriate to subject matter.</p> <p>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.</p> <p>3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.</p> <p>NARRATIVE:</p>	<p><input type="checkbox"/> Fulfills Standards</p> <p><input type="checkbox"/> Needs Improvement</p> <p><input type="checkbox"/> Unsatisfactory</p>
<p>4. <u>Planning/Designing Instructional Experiences</u></p> <p>4.1 Using knowledge of student' academic readiness, language proficiency, cultural background, and individual development to plan instruction.</p> <p>4.2 Establishing and articulating goals for student learning.</p> <p>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.</p> <p>4.4 Planning instruction that incorporates appropriate strategies to meeting the learning needs of all students</p> <p>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</p> <p>NARRATIVE:</p>	<p><input type="checkbox"/> Fulfills Standards</p> <p><input type="checkbox"/> Needs Improvement</p> <p><input type="checkbox"/> Unsatisfactory</p>
<p>5. <u>Assessing Student Learning</u></p> <p>5.1 Applying knowledge of purposes, characteristics, and uses of different types of assessments.</p> <p>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.</p> <p>5.3 Reviewing data, both individually and with colleagues, to monitor student learning.</p> <p>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</p> <p>5.5 Involving all students in self –assessment, goal setting, and monitoring progress.</p> <p>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.</p> <p>5.7 Using assessment information to share timely and comprehensible feedback with students and their families.</p> <p>NARRATIVE:</p>	<p><input type="checkbox"/> Fulfills Standards</p> <p><input type="checkbox"/> Needs Improvement</p> <p><input type="checkbox"/> Unsatisfactory</p>

Form 4.2

<p>6. <u>Professional Development</u></p> <p>6.1 Reflecting on teaching practice in support of student learning.</p> <p>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.</p> <p>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.</p> <p>6.4 Working with families to support student learning</p> <p>6.5 Engaging local communities in support of the instructional program.</p> <p>6.6 Managing professional responsibilities to maintain motivation and commitment to all students.</p> <p>6.7 Demonstrating professional responsibility, integrity and ethical conduct.</p> <p>NARRATIVE:</p>	<p><input type="checkbox"/> Fulfills Standards</p> <p><input type="checkbox"/> Needs Improvement</p> <p><input type="checkbox"/> Unsatisfactory</p>
<p>7. <u>Student/Parent/Community Relations</u></p> <p>7.1 Work toward establishing a positive relationship with students, parents, and community members.</p> <p>7.2 Is available at appropriate times to meet with parents and other community members.</p> <p>7.3 Attempts to meet with parents to avert problems.</p> <p>7.4 Attempts to take appropriate action in regard to parent requests.</p> <p>NARRATIVE:</p>	<p><input type="checkbox"/> Fulfills Standards</p> <p><input type="checkbox"/> Needs Improvement</p> <p><input type="checkbox"/> Unsatisfactory</p>
<p>8. <u>Professional Relations</u></p> <p>8.1 Helps promote a positive school atmosphere.</p> <p>8.2 Willing to share with teachers and other staff areas of expertise.</p> <p>8.3 Willing to meet with both community and staff to share ideas and solutions to common problems.</p> <p>8.4 Relates to the community in a professional manner and maintains a professional working relationship with other staff members.</p> <p>NARRATIVE:</p>	<p><input type="checkbox"/> Fulfills Standards</p> <p><input type="checkbox"/> Needs Improvement</p> <p><input type="checkbox"/> Unsatisfactory</p>

<p>9. <u>Adjunct Duties</u></p> <p>9.1 Maintain classroom records. 9.2 Supervise yard duties as per schedule. 9.3 Attend faculty meetings regularly as scheduled. 9.4 Keep cumulative records required. Record student progress via prescribed method (progress reports, report cards and profile cards). Conferencing at pre-arranged times with parents. 9.5 Other duties as appropriate.</p> <p>NARRATIVE:</p>	<p><input type="checkbox"/> Fulfills Standards</p> <p><input type="checkbox"/> Needs Improvement</p> <p><input type="checkbox"/> Unsatisfactory</p>
<p>10. <u>EMPLOYEE STATUS – Composite Evaluation</u></p>	<p>COMPOSITE OF 1-9</p> <p><input type="checkbox"/> Fulfills Standards</p> <p><input type="checkbox"/> Needs Improvement</p> <p><input type="checkbox"/> Unsatisfactory</p>

Definitions of Evaluation Levels:

Fulfills Standards: Significant evidence that standard is achieved.

Needs Improvement: Evidence indicates standard is not effectively reached.

Unsatisfactory: Lack of adequate evidence of standard being met.

Rubric for Composite Evaluation

Fulfills Standards: Must have 5 Fulfills Standards in sections 1-6. May have no more than 1 Needs Improvement in sections 7-9.

Needs Improvement: Receives 2 Needs Improvement in sections 1-6. May have no more than 1 Needs Improvement in sections 7-9.

Unsatisfactory: Receives an Unsatisfactory in any section or 4 Needs Improvements. Performance Improvement Plan developed.

11. RECOMMENDATIONS:

TEMPORARY EMPLOYEE

☐ Continued Employment ☐ Other Action

PROBATIONARY EMPLOYEE

☐ Continued Employment (1st year) ☐ Tenure Recommended (2nd year) ☐ Other Action

PERMANENT EMPLOYEE

☐ Continued Employment ☐ Other Action

OTHER EMPLOYEE STATUS

☐ Continued Employment ☐ Other Action

Anniversary Date of Evaluation _____

12. EVALUATOR'S SIGNATURE: _____ **DATE:** _____

The evaluatee's signature verifies review of this evaluation, but does not necessarily constitute agreement.

It is understood that the above will become part of the personnel record and that the undersigned has ten (10) days to express in writing any objections, explanations, concerns, qualifications, or any other items relating to this evaluation that he or she may deem pertinent which will be attached to and become part of the total document. The ten (10) day period begins on the date of the signing below. It is further understood that refusal does not prevent the inclusion of these documents in the personnel file.

EVALUATEE'S SIGNATURE: _____ **DATE:** _____

PERFORMANCE IMPROVEMENT PLAN

Teacher _____ **School Site:** Hart-Ransom Elementary School
Date _____ **Evaluation Period** _____ to _____
Date of Conference _____

Status: ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent ☐ Other
Evaluator: _____ Position Title: _____

Domain(s) of concern:

- | | |
|--------------------------------------------------------------------------|--------------------------------------------------------|
| 1. <input type="checkbox"/> Engaging/Supporting Student Learning | 6. <input type="checkbox"/> Professional Development |
| 2. <input type="checkbox"/> Subject/Content Knowledge | 7. <input type="checkbox"/> Parent/Community Relations |
| 3. <input type="checkbox"/> Assessing Student Learning | 8. <input type="checkbox"/> Professional Relations |
| 4. <input type="checkbox"/> Learning Environment | 9. <input type="checkbox"/> Adjunct Duties |
| 5. <input type="checkbox"/> Planning/Designing Instructional Experiences | |

A. Description of areas in which improvement is needed (This needs to be highly specific and as detailed as possible).

B. Recommended procedures, activities, and/or methods to be used by staff to achieve acceptable performance.

C. Recommended timeline or milestones which the employee must meet in the implementation of the improvement plan.

- D. Identification of management support that will be provided to assist the employee.
(Support assistance to be given must be related to the area in which improvement is being sought. Nature of assistance must be clearly specified.

I have read this Performance Improvement Plan, but my signature does not necessarily signify agreement. I understand that any written statement I wish to make regarding this report will be attached to all copies of it. I also understand that a copy will be placed in my personnel file.

Evaluator's Signature

Teacher's Signature

Date

Date

California Standards for the Teaching Profession 1-6

I. Engaging and Supporting All Students in Learning

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

II. Creating & Maintaining an Effective Environment for All

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

III. Understanding & Organizing Subject Matter Knowledge

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

IV.Planning Instruction & Designing Learning Experience for All

- 4.1 Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
- 4.2 They establish and articulate goals for student learning.
- 4.3 They develop and sequence long-term and short-term instructional plans to support student learning.
- 4.4 Teachers plan instruction that incorporates appropriate strategies to meet the diverse learning needs of all students.
- 4.5 They modify and adapt instructional plans to meet the assessed learning needs of all students.

V. Assessing Student Learning

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

VI.Developing as a Professional Educator

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

APPENDIX D
HART-RANSOM TEACHERS ASSOCIATION
GRIEVANCE FORM

Date _____

Employee Name: _____

Work Location: _____

Immediate Supervisor: _____

Date of Informal Meeting: _____

Grievance #: _____

LEVEL I II III IV V

Please Circle Grievance Level

Specific contract violation alleged (cite article and section):

Statement of Grievance and specifically how contract has been violated (additional sheets may be attached):

Remedy requested (must be specific):

Signature: _____ Date: _____

Upon completion of this section, Grievant shall make and retain a copy and present a copy to his/her immediate supervisor.

Immediate Supervisor's Response (additional sheets may be attached):

Signature: _____ Date: _____

Upon completion of this section, return original to Grievant.