

CONTRACT

District / TTA

July 1, 2025 – June 30, 2028
Board approved: May 15, 2025

Updated with ratified agreements through June 30, 2025

[Link to ALL Tentative Agreements](#)

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ARTICLE I
AGREEMENT AND EFFECT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Thermalito Union Elementary School District ("District") and the Thermalito Teachers Association ("Association"), CTA/NEA.

It is agreed that members of the bargaining unit, Association, Board of Trustees and representatives of the Board shall not be subjected to harassment, intimidation, or reprisals either in connection with their functions as school officials, employees, contractors, or in connection with their private lives, as a result of this agreement or of negotiations concomitant to it.

ARTICLE II
RECOGNITION

- 2.1 The Board recognizes the Thermalito Teachers Association as of October 13, 1976 to be the exclusive representative of the employees' group defined as Thermalito school teachers, school nurses, counselors and social workers working in temporary, probationary or permanent status.
- 2.2 A "unit member" shall mean any member of the bargaining unit as set forth in this article.

ARTICLE III
ASSOCIATION RIGHTS

- 3.1 The Association shall have the right to make reasonable use of institutional bulletin boards, mail boxes, and the school mail system, and other District means of communication for the purpose of posting or transmission of information or notices concerning Association matters. Such materials shall not be slanderous or libelous in relation to the Governing Board, District personnel, or District program, nor shall they incite employees to violate rules, regulations, or past practices of the District or laws that govern the operation of the District. Any written communication posted or transmitted shall be dated and must identify the organization responsible for its promulgation.
- 3.2 The Association shall have the right to make reasonable use of school equipment and facilities at reasonable times, subject to prior scheduling and approval of the administrator in charge. Such use shall not interfere with any District use. The Association shall pay for all supplies and reproduction costs as established by the District and shall pay for any damage and for repairs to equipment or facilities necessitated by such use. Telephones and use thereof are covered by this paragraph.
- 3.3 An authorized Association representative shall have the right of reasonable access to

District facilities for the purpose of contacting unit members and transacting lawful Association business. Upon arrival at a school site, an Association representative who is not a District employee shall first report to the office of the site administrator and announce his/her presence and business. In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contact with unit members shall be limited to non-classroom teaching hours, such as breaks, duty-free lunch periods and before and after school.

- 3.4 The Association shall have the right to request and to receive a copy of any budget report prepared by the District and submitted to the County or the State.
- 3.5 The District shall give a copy of any regular Board meeting agenda to the President of the Association prior to the meeting.
- 3.6 Except as to employees who have indicated that their address and/or telephone number is confidential, the District will provide the names, addresses, and phone numbers of unit members to the Association once each year and whenever that list is updated.
- 3.7 The Association shall be entitled to address unit members for one (1) hour at the District orientation meeting at the beginning of each year. The President of the Association shall confer with the Superintendent regarding the timing of the Association presentation, which shall be subject to the reasonable control of the Superintendent.
- 3.8 A regular Association meeting day after 2:30 p.m., with all District responsibilities met, shall be scheduled the last working Wednesday of each month. Except in cases of emergency as determined by the Superintendent, the District shall not schedule any after-school meeting on that day which would interfere with unit members' right to attend a meeting. Other days, upon agreement of the Superintendent and Association President, may be scheduled. **(TA 15-16-007)**
- 3.9 Neither the District nor the Association shall discriminate against a bargaining unit member because of his/her membership or lack of membership in the Association.
- 3.10 Upon written authorization from a bargaining unit member on the District authorization form, and with the approval of the County Office of Education, the district shall deduct from the salary of any unit member and make appropriate remittance for Association-approved programs, annuities, credit union, charitable donations, or any other programs jointly approved by the District and the unit member.
- 3.11 The Association shall have the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks, pursuant to Government Code section 3543.2 (a).
- 3.12 The Superintendent shall form an advisory committee to consult with him/her from time to time at meetings set by the Superintendent on budget development, class size concerns,

facilities planning, health and welfare insurance coverages and costs, and staff development. The committee's size and makeup shall be subject to the Superintendent's discretion but shall include representation from the Thermalito Teachers Association.

- 3.13 The Association President, or designee, and the Superintendent, or designee, shall meet as necessary to discuss and attempt to resolve any concern about work-place problems.
- 3.14 Association Business Leave - See Article 11.13.

ARTICLE IV
VACANT (TA 19-20-01)

ARTICLE V
NEGOTIATION PROCEDURES

- 5.1 No later than the first regularly scheduled Board meeting in May of the calendar year in which this Agreement expires, the Association shall submit its initial proposals for a successor Agreement to the Board of Trustees.
- 5.2 During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.
- 5.3 Within thirty days of ratification of the Agreement by both parties herein, the District shall have ten master copies prepared, and delivered to the Association. A printed reference copy will be distributed to each site and placed in the staff room for use by bargaining unit members. The master agreement will also be linked to the District website and updated regularly.
- 5.4 Five representatives of the Association shall be allowed reasonable periods of release time for purposes of meeting and negotiating.
- 5.5 Negotiations shall take place at mutually agreed upon times and places.

ARTICLE VI
HOURS OF EMPLOYMENT (TA 16-17-01)

- 6.1 Unit members agree to work as assigned for 184 days each school year, provided that not more than 180 days are designated as pupil attendance days. Five (5) consecutive hours of the two in-service days scheduled before the beginning of the student instructional days will be scheduled by the Superintendent or designee for use by teachers for room and on-site lesson preparation.

Teachers shall arrive on site at least 30 minutes prior to class time. Teachers shall

remain on site at least 15 minutes after departure of students. Teachers must be on site for 7 hours exclusive of a duty-free lunch period of 30 minutes, except as otherwise provided in this contract.

Notwithstanding the above terms, certificated staff must be on site: (1) as assigned for yard duty, (2) in order to meet parent conference responsibilities, and (3) in order to meet assignments made in light of inclement weather.

The administration agrees to keep assignments for supervision and other non-teaching duties to those which are necessary for required operational purposes, and to use paid aides, volunteer aides, and other adequate obtainable resources, when possible.

The administration shall keep teacher assignments for non-teaching supervision of students to a maximum of 30 minutes per day -- no more than 30 minutes before the teacher's first class at school begins and no more than 20 minutes after the teacher's last class at school ends. The parties recognize on an ad hoc basis the district may require more supervision time of a teacher. However, such a requirement will be the exception, not the rule.

6.1.1 When the Kindergarten Orientation Program is scheduled before or during the 5 consecutive hours allocated to unit members for preparation in 6.1, affected unit members will be compensated for up to 5 hours at the Tier #2 contract hourly rate.

6.2 In addition to the work day noted above, all unit members are to participate as a professional obligation in Open House, Back to School Night, grade reporting and parent conferencing, and winter holiday program, the middle school graduation ceremony. The District shall give at least 10 days' advance notice of upcoming events and occasions described above. If less than 10 days' notice is given, unit members are not obligated to participate.

6.2.1 Teachers may be called upon to perform other duties outside in addition to their regular hours on a contractual work day. Examples of the duties included, but not limited to, the following: *IEP meetings, site council meetings, district or site committees, and staff meetings.*

This requirement shall not exceed five (5) hours, non-cumulative, per trimester. The unit member will earn compensatory time off or be paid at the Tier II rate specified in Article 13.1.1.3 for any time in excess of three (3) hours in performance of such duties. Wait time that is 45 minutes or less is excluded from the accumulation of hours. These duties will not exceed two hours per event.

Any compensatory time shall be taken off within the school year in which it was earned. The timing of compensatory time taken must be mutually agreed upon between the supervising administrator and the employee. Compensatory time off shall be taken in full or half day increments when a substitute is required.

Compensatory time may be combined with other available leave to reach the full or half day absence. When no substitute is required, compensatory time may be utilized in hour increments. Any unused compensatory time off remaining at the end of the school year will be paid off at the Tier II rate.

- 6.2.2 Nothing in this article shall be interpreted to prevent the administration or school board from requiring scheduled conferences with members of the bargaining unit for job- related purposes.
- 6.2.3 The duties required under this section shall be equitably distributed within schools and departments, and, where possible, on a voluntary basis.
- 6.3 Teachers not assigned to pupil supervision duties may leave after classes are dismissed on Friday, and on the days preceding holidays. Teachers not assigned to regular classrooms are required to remain at work on Fridays and the days preceding holidays, until at least the earliest departure time of the other staff members in the school of assignment.
- 6.4 Miscellaneous Provisions Relating to Hours of Employment
 - 6.4.1 In all cases where possible, in-service training for any member of the bargaining unit shall occur during the duty day.
 - 6.4.2 New teachers shall have no more than 2 additional days for all district-wide meetings, in addition to the requirements for other teachers.
 - 6.4.3 The schedule of class dismissals shall be determined by the District after consultation with the Association. **(TA 21-22-02)**

Each school day will be extended and the additional instructional minutes will be banked and then used as minimum days for all Wednesdays, excluding Wednesdays preceding the three early departure days (Fridays before winter and spring break and the last day of school). Each day used as an Instructional Development Day will be approximately seventy-five (75) minutes shorter than the typical instructional day. At no time will annual total instructional minutes be less than required in relevant California Education Code Sections (including Sections 46207 and 46208). **(TA 21-22-02)**

6.5 Definition of School Term

The annual school term is hereby defined as the number of working days in the regular school term, plus institutes and any other days, not to exceed a total of 184, when the employee is required by the Governing Board to be present at the schools of the District.

6.6 Minimum Days **(TA 21-22-02)**

Regular minimum days, scheduled for the purposes of parent conferences in reporting pupil progress and student advising, faculty meetings, Association meetings, and other administratively approved purposes, shall be limited to no more than forty-five (45) days per school term. No more than two (2) regular minimum days per school term may be used to carry out Association business.

6.7 Preparation Time - Middle School: (TA 14-15-01) (TA 19-20-02)

Each full-time unit member at the middle school who is assigned to a classroom shall have one (1) preparation period (part-time employees will receive a preparation period based on their FTE) every day which is duty free and equivalent in length to that of a regular teaching period. During a unit member's preparation period, he/she may be asked to volunteer, but he/she shall not be required to substitute for any other unit member who may be absent, with the exception of a bona fide emergency, such as a unit member's sudden illness during a class.

Teachers who substitute during a colleague's absence will be compensated in the following manner for a seven or six period schedule (one period is prep*):

- 6.7.1 Four (4) periods of accumulated substitutions can be used as one-half (1/2) day leave without regard to reason, subject to prior notice and scheduling approval of the site principal (Under a 6-period schedule then 3 periods will be used {*}).
- 6.7.2 Six (6) periods of accumulated substitutions can be used as (1) day leave without regard to reason, subject to prior notice and scheduling approval of the site principal (Under a 6-period schedule {*} then 5 periods will be used).
- 6.7.3 Scheduling decisions by the site principal shall be based upon reasonable consideration of the availability of coverage, or special circumstances requiring the presence of the bargaining unit member. If the date requested is denied by the site principal, an appeal may be filed with the superintendent.
- 6.7.4 Compensatory days for substitute periods may not be accumulated from year to year; however, any unused periods remaining in the unit member's bank of time will be paid off at the tier one hourly rate per article 13.1.1.3.
- 6.7.5 If the period schedule changes this article will be revised that year.

6.8 Preparation Time - Elementary Schools: (TA 19-20-02)

- 6.8.1 Elementary classroom teachers (T/K-5th grade regular and special education) will be provided one hundred (100) minutes of preparation time per week, starting with the 2020-21 school year. It is the intention of the parties that the preparation specialists who provide instruction during such preparation time will be in the

curriculum areas of visual and performing arts and physical education; however, the District retains the authority to determine the actual subject area provided by the preparation specialists.

Due to holidays, staff development and other variations of work weeks throughout the school year, the schedules of the preparation time will be rotated so that the same teachers are not subject to loss of preparation time due to such variations. It is agreed that in those weeks in which a teacher does not receive the full one hundred minutes due to such variations, the District is not obligated to make up such time.

6.8.2 Preparation specialists will be provided their preparation time during the thirty-minutes (30) prior to the start of class that teachers are required to be present on campus, and they will not be assigned other duties during such time.

6.8.3 During a classroom teacher's preparation period, he/she may be asked to volunteer to substitute for another teacher due to that teacher's absence, but shall not be required to substitute, with the exception of a bona fide emergency, such as a unit member's sudden illness during class. Teachers who teach during their scheduled preparation time (whether due to substituting for another teacher or because there is no substitute for the absent preparation specialist) will be compensated for the amount of time they would have received on that day for preparation. Accumulated compensation time can be used as follows, subject to prior notice and scheduling approval of the site principal, but without regard to the reason:

- One (1) day leave for an accumulation of seven (7) hours (420 minutes) of compensation time
- One-half (1/2) day leave for 210 minutes of compensation time

Scheduling decisions of requested compensation time by the site principal shall be based upon reasonable consideration of the availability of coverage, or special circumstances requiring the presence of the bargaining unit member. If the date requested is denied by the site principal, an appeal may be filed with the superintendent.

6.8.4 Compensatory days for working prep periods may not be accumulated from year-to-year; however any unused time remaining in the unit member's bank of time will be paid off at the tier one hourly rate per Article 13.1.

ARTICLE VII

CLASS SIZE and PREPARATION PERIODS

7.1 The District agrees to keep a target level class size at a maximum of 26 pupils per class in grades K-3, 28 in grades 4-5, and 31 in classes in grades 6, 7 and 8, and 40 in P.E. When a

class size exceeds the target level, the District agrees to attempt to reduce the class size to the target level as soon as possible. If the administration determines that it is unable to so reduce the class size, a communication will be sent to the affected teacher and the Board stating the reasons for not being able to correct the situation. As a result of this communication, a meeting shall be held between the principal and the affected teachers concerning the class size. The purpose of this meeting shall be to attempt to resolve class size problems. This clause shall not be in effect for the first 20 school days of a given school term.

Notwithstanding anything in this section to the contrary, it is mutually agreed and understood that all rights and responsibilities of the children and parents shall be observed as defined by law, and no child shall be denied admission to a classroom. Mainstreamed students will be included in the total classroom enrollment in proportion to the amount of time spent in regular classrooms. This will be only for the purpose of computing class loads, and shall have no effect on the attendance accounting on school district records.

7.1.1 ***Independent Study Student to Teacher Ratio:*** For the purposes of Education Code 51745.6, the district agrees that the average daily attendance ratio for independent study shall not exceed 30:1 with a student to teacher ratio of no more than 35:1. The district will provide an electronic curriculum that will facilitate lesson planning, delivery and assessment. **(TA 21-22-02)**

7.1.2 For the purpose of the LCFF TK-3 grade span adjustment, the average class enrollment of all TK-3 classrooms at an individual school site will not exceed 26:1. No TK-1st grade classes will have an enrollment above 28 students, and no 2nd-3rd grade classes will have an enrollment above 30 students for more than 20 school days in a school year. Meet and confer requirements outlined in 7.1 will be followed in any circumstance in which the caps above are exceeded. **(TA 22-23-01)**

7.2 Stipends for Classes Which Exceed the Contractual Limits:

7.2.1 Elementary Stipend **(TA 22-23-01):**

In the event that a teacher's average class size is equal to or greater than 26.5 (K-1) 29.5 (2-3), 32.5 (4-6), based upon the average daily enrollment for any trimester, that teacher shall be entitled to a \$1000 stipend for that trimester. To determine "average daily enrollment", the total number of actual days of enrollment in the trimester shall be divided by the total number of days school was in session that period. The figures noted at the bottom of the official register shall be used. In the event of a combination class, the stipend will be determined by the class size of the lowest grade level of the combination class.

7.2.2 Middle School Stipend **(TA 22-23-01):**

In light of the departmental organization of middle school classes, the following formula will be used for determining eligibility and amount of the stipend for

middle school teachers based on average daily enrollment for each trimester using the \$1000 stipend for each trimester.

To determine eligibility for a stipend, the student-teacher ratio will be determined on the number of academic classes taught per day which exceeds 33.5 students (or 42 in P.E. classes.) The stipend will be prorated based upon the ratio of academic classes taught which exceed 33.5 students. (i.e. if three of six class sections exceed 33.5 pupils then 3/6 of the stipend amount.)

7.3 Combination Classes Stipend:

Teachers in grade level combination classes will be paid \$1,000 or receive three (3) days of preparation time or any combination of preparation days and payment for additional responsibilities related to service in a combination class assignment. Arrangements for the user of such time must be mutually agreed upon in advance with their site principal. Payment for grade level combination classroom assignments will be made in June.

ARTICLE VIII **TRANSFERS** **(APPENDIX K)**

8.1 Definitions:

Assignment: A unit member's current grade level, subject area or special placement at a designated site(s).

Reassignment: A change from one assignment to another within the same school site.

Transfer: A change in assignment from one site to another.

Voluntary Transfer: A transfer initiated by the employee or employer with which the employee is in agreement.

Involuntary Transfer: A transfer with which the employee is not in agreement.

Voluntary Reassignment: An assignment initiated by the employee or employer with which the employee is in agreement.

Involuntary Reassignment: An assignment change with which the employee is not in agreement.

Vacancy: Any funded position that is open at any period in time.

8.2 Posting Procedures: (TA 15-16-04)

8.2.1 During the regular school year, the District shall email vacancies, as they become

known to the District. This vacancy announcement shall contain:

- 8.2.1.1 The procedure for application.
- 8.2.1.2 The closing date for applications shall be at least five (5) working days following the date of posting.
- 8.2.1.3 Duties, credentials (as defined by the Commission on Teaching Credentials) and qualifications for the position.
- 8.2.2 The posting procedure may be waived in cases of vacancies of no more than 1/4th time that require specialized skills.

No regular assignment to fill a vacancy shall be made until **after** the posted closing date.

- 8.2.3 During the first fifteen days of the school year the District will not be required to follow the posting guidelines in 8.2.1 if there is a need to hire personnel quickly in order to fill vacancies that occur during this time period.
- 8.2.4 When vacancies occur during the summer recess period the District shall email any vacancy announcement to the Association and to all unit members work email accounts.
 - 8.2.4.1 The District shall mail vacancy announcements to unit members upon request. This information will also be available on the District's website: www.thermalito.org.

8.3 Voluntary Transfers:

- 8.3.1 Teachers desiring to change assignments or to transfer may make their wishes known in writing to the superintendent.
- 8.3.2 Any appropriately credentialed internal applicant shall be interviewed before external applicants are considered. When a recommendation for transfer involves two or more internal applicants for the same position and if all other conditions are considered equal, the administrator shall select the applicant with the most district seniority.
- 8.3.3 Any employee whose request for transfer has been denied shall, upon written request by the employee, be furnished specific written reasons for the denial. The employee will be notified of the denial within five (5) days after the denial.
- 8.3.4 No teacher shall be denied a transfer capriciously, for retaliatory purposes or

without appropriate reason. Also, it is agreed that final decisions with respect to transfers are administrative prerogatives as limited only by this contract article.

8.4 Involuntary Transfers:

8.4.1 Involuntary transfers may be initiated by the District due to: changes in enrollment; school closure and openings; staffing shortages or surpluses within a school and/or department; verified curricular needs; to improve performance as documented by evaluation(s). In a non-evaluation year other substantive documentation may be used to justify an involuntary transfer to improve performance. If an involuntary transfer is necessary for any reason other than performance, appropriately credentialed volunteers shall first be sought and transferred. No unit member may be involuntarily transferred for arbitrary, capricious or discriminatory reasons.

8.4.1.1 The District shall provide written notice to teachers who are faced with involuntary transfer. This notice shall state the nature of the transfer with the reasons therefore, and shall inform them of their right to a meeting with the District Superintendent, if requested. At least 5 days' notice shall be given before the transfer takes effect.

8.4.1.2 Unit members involuntarily transferred will be placed in open positions as comparable as possible to the previously held positions unless the transfer is performance related.

8.4.1.3 No unit member shall be involuntarily transferred to create a vacancy for a unit member who will be transferred to improve performance.

8.4.1.4 Any unit member who is involuntarily transferred shall not be involuntarily transferred again for at least two school years.

8.4.2 If there is an involuntary transfer due to enrollment changes, the unit member will have the first right of return if a position opens at his or her original site for that school year or the following year.

8.5 Voluntary Reassignments:

8.5.1 Teachers desiring to change assignments may make their wishes known in writing to the on-site administrator.

8.5.2 All applicants will be interviewed. Any appropriately credentialed on-site applicant with satisfactory evaluations shall be reassigned before transfer applicants are considered. When two or more applicants request a reassignment to the same position and all other conditions are considered equal, the administrator shall select the applicant with the most site seniority. If site seniority is the same, then district seniority shall prevail.

- 8.5.3 Any employee whose request for reassignment has been denied shall, upon written request by the employee, be furnished specific written reasons for the denial. The employee will be notified of the denial within five (5) days after the denial.

No teacher shall be denied reassignment capriciously, for retaliatory purposes or without appropriate reason. Also, it is agreed that final decisions with respect to an assignment are administrative prerogatives as limited only by this contract article.

8.6 Involuntary Reassignments:

- 8.6.1 Involuntary reassignments may be initiated by the District due to: changes in enrollment; school closure and openings; staffing shortages or surpluses within a school and/or department; verified curricular needs; to improve performance as documented by evaluation(s). In a non-evaluation year other substantive documentation may be used to justify an involuntary reassignment to improve performance. No unit member may be involuntarily reassigned for arbitrary, capricious or discriminatory reasons.

8.6.1.1 The District shall provide written notice to teachers who are faced with involuntary reassignment. This notice shall state the nature of the reassignment with the reasons therefore, and shall inform them of their right to a meeting with the District Superintendent, if requested. At least 5 days' notice shall be given before the reassignment takes effect.

8.6.1.2 Unit members involuntarily reassigned will be placed in open positions comparable as possible to the previously held positions unless reassignment is for performance reasons.

8.6.1.3 Any unit member who is involuntarily reassigned shall not be involuntarily reassigned again for at least two school years.

8.6.1.4 If there is an involuntary reassignment due to enrollment changes, the unit member will have the first right of return if a position opens at his or her original assignment for that school year and the following school year.

8.7 Timeframe:

- 8.7.1 All voluntary transfers and reassignments shall be completed one week prior to the opening of school except under special circumstances that can be documented. Special circumstances include, but shall not be limited to, unanticipated changes in enrollment.

8.8 Relocation Assistance:

- 8.8.1 Any bargaining unit member who is voluntarily or involuntarily moved during the contractual work year shall be allowed two days of release time or up to fourteen (14) hours prior to beginning the new assignment. These two days are for the purpose of moving, orientation and lesson planning.
- 8.8.2 Any bargaining unit member involuntarily moved during non-contractual periods will be compensated up to fourteen (14) hours per assigned working station at the tier two hourly rate. Compensatory time may be used in lieu of hourly pay at the discretion of the unit member. All compensatory time must be used by the last contractual workday of the academic year for which it was earned.

ARTICLE IX
EVALUATION PROCEDURES

9.1 Frequency of Evaluation

9.1.1 Probationary/Temporary Unit Members

Each probationary and/or temporary unit member shall be evaluated on a continuing basis. Formal evaluations shall be completed twice each school year. Unit members in probationary one or temporary status will receive evaluations on or before December 1 and May 1. Unit members in probationary two status will also receive evaluations on or before December 1 and on or before March 1.

- 9.1.1.1 Probationary one or temporary status employees who begin service after the start of the work year, but serve at least 75% of the school year, will be evaluated by January 15 and May 1. Unit members who serve in "late start" positions and work less than 75% of the school year will only be evaluated once. The evaluation must be completed on or before May 1.

9.1.2 Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. Permanent unit members performing satisfactorily shall be formally evaluated at least once every other year. Permanent unit members given a rating of "progress toward standards not evident" in any category on the Formal Evaluation Summary shall be formally evaluated each school year.

9.1.2.1 Permanent Status

Unit members with first names beginning with letters between A-F and S-Z will be evaluated in school years ending in an odd number and those with first names beginning with G-R in school years ending in

an even number. The unit member's credential will be used to determine the first letter of the first name.

9.2 Areas of Evaluation

The District shall evaluate and assess certificated unit member performance as it reasonably relates to: (1) the progress of students toward the Governing Board's established standards of expected pupil achievement at each grade level in each area of study; (2) the establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities; (3) the unit member's adherence to curricular objectives; (4) the instructional techniques and strategies used by the unit member; (5) the performance of non-instructional duties and responsibilities, including supervisory, participatory and advisory duties.

Non-instructional unit members shall be evaluated on the fulfillment of duties as defined in their job descriptions. Unit members will be provided a copy of their job description.

9.2.1 Five Year Evaluation Option

A bargaining unit and his/her evaluator may mutually agree to a five-year evaluation cycle if the following conditions are met. The bargaining unit member:

- has been employed by the school district for at least 10 years
- meets the Federal definition of highly qualified
- can show that he/she had an overall satisfactory rating in the previous evaluation

This contract provision will be in effect for all eligible unit members who have been previously evaluated by their current administrator.

If the eligible unit member has not been previously evaluated by their current administrator then this contract article becomes effective on July 1, 2006.

The unit member or administrator may opt out of this evaluation option at any time

9.3 Use of Publishers' Norms

The evaluation and assessment of unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

9.4 Notice to Unit Members

No later than October 1 of the year in which the formal evaluation is to take place, the District shall give unit members a copy of the evaluation procedures, the criteria upon which the evaluation is to be based and the identity of their evaluator. In addition, the

District shall give each unit member a list, supplied by the association of experienced unit members who are available to provide assistance.

9.4.1 Late start unit members, as referenced in section 9.1.1.1, will be provided such a notice within five weeks of their start date.

9.5 Pre-Conference and Evaluation Plan

9.5.1 No later than October 15, the unit member being evaluated and the evaluator shall meet to establish the standards to be achieved in the areas described in Section 9.2 during the evaluation period.

9.5.2 Late start employees will meet with their evaluator within seven weeks of their start date.

9.5.3 A formal evaluation plan which shall offer the evaluatee an opportunity to schedule the first formal classroom observation. Pre-observation conferences, post observation conferences and the final summary evaluation shall be scheduled appropriately. For temporary and probationary unit members, the first formal observation shall be conducted no later than November 1; and

9.5.3.1 Informal observations may be conducted at any time. Such observations may be used to give the evaluator additional opportunities to measure growth in any of the areas defined in the Rubric for Teaching Standards (Appendix E) provided a post-observation conference is conducted within ten (10) days.

9.5.4 By mutual agreement, the evaluator and evaluatee may include any of the following as documentation of progress toward meeting District standards in the areas of evaluation described in Section 9.2, video tapes, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, and reports on professional growth activities.

9.6 Classroom Observations/Post Observation Conferences

Each evaluation shall include a minimum of two (2) formal classroom observations, and each formal classroom observation shall be a minimum of thirty (30) minutes. Prior to the first observation, the evaluator shall give the unit member at least two (2) days' notice. Within ten (10) days after each formal classroom observation, the evaluator shall hold a post observation conference. In addition to the formal observation, the evaluator shall informally observe the unit member at least twice during each evaluation year.

Based upon the results of the unit member's preceding evaluation and with agreement

of both the unit member and the evaluator, the number of formal observations may be reduced from two (2) to one (1) and the number of informal observations may be reduced from two (2) to one (1).

9.7 Evaluation Summary

9.7.1 All final evaluation conferences for permanent, temporary, and probationary (year one) unit members shall be completed by May 1. All final evaluation conferences for probationary (year two) unit members shall be completed by March 1. The evaluator shall transmit a copy to the unit member thirty (30) days prior to the end of the school year and the original to the Superintendent's office to be filed in the unit member's personnel file. Copies must be signed by the evaluator and the evaluatee.

9.7.2 Members receiving a rating of "progress toward standards not evident" in one (1) out of the first four (4) categories shall be rated "unsatisfactory" overall and referred to the PAR program. In order for the category to be unsatisfactory overall, a majority of the elements must be marked "progress not evident". This rating shall be determined by the Rubric for Teaching Standards, Appendix E.

9.7.3 The evaluatee shall have the right to initiate a written reaction or response to the evaluation, and that response shall become a permanent attachment to the evaluatee's evaluation document and placed in the personnel file.

9.7.4 Upon receipt of a Formal Evaluation Summary, a unit member may request that a different administrator serve as the evaluator for the follow-up evaluation.

9.8 Unsatisfactory Evaluation of Permanent Unit Member

If a permanent unit member is rated "Unsatisfactory" on the Formal Evaluation Summary, the evaluator shall hold a conference with the permanent unit member prior to issuance of the Formal Evaluation Summary. The permanent unit member shall be notified of the right to have an Association representative present at the meeting.

9.8.1 Dismissal and/or suspension of permanent unit members shall follow the standards and procedures contained in Education Code 44932 through 44945.

9.8.2 Bargaining unit member shall be referred to the P.A.R. committee.

9.9 Alternative Evaluation

The District and the Thermalito Teachers Association (TTA) share the belief that offering alternatives to the traditional evaluation will improve excellence in instruction by promoting the professional growth of experienced teachers.

9.9.1 Participants

The following certificated personnel will be eligible to participate in an alternative evaluation system:

- 9.9.1.1 All permanent certificated employees.
- 9.9.1.2 Participation will be voluntary by the permanent certificated unit member with the approval of the site administrator.
- 9.9.1.3 There will be no limit on the number of participants at each site.
- 9.9.1.4 The alternative evaluation option, if mutually agreed upon, shall take the place of the traditional evaluation methods as outlined in Article IX of the Collective Bargaining Agreement.
- 9.9.1.5 Teachers whose participation in the alternative evaluation program is judged to detract from the teacher's instructional and professional performance may be reassigned during the year to the traditional evaluation process as outlined in Article IX of the Collective Bargaining Agreement between the District and TTA. The administrator must specify to the affected teacher, in writing, the reasons for the evaluation reassignment.

9.9.2 Process

9.9.2.1 Goal Setting

The certificated employee will develop goals as the foundation for his/her alternative evaluation option. During the goal setting conference, the site administrator and the certificated employee will:

- 9.9.2.1.1 Agree on the goals and the selection of the alternative evaluation option.
- 9.9.2.1.2 Develop timelines for completion.
- 9.9.2.1.3 Review how the alternative evaluation option will enhance student learning.

9.9.2.2 Alternative Evaluation Options

The certificated employee should select alternative evaluation options which are in close alignment with his/her annual goals. The district-wide approved alternative options are described as follows:

9.9.2.2.1 Individual Growth Activities

Individual growth activities are designed to improve the employee's performance through the use of selected professional growth activities combined with self-analysis techniques. Examples of activities in these categories are:

- Videotaping a Classroom Lesson (Self-analysis)
- Portfolio Assessments - (training, development and use)
- Self Evaluation - (informative and summative)
- Student and Parent Feedback
- Teacher-Created Projects

9.9.2.2.2 Educational Team Growth Activities

These activities are designed to reduce the isolation of the classroom teacher. The District and the Association agree that an increased level of collaboration contributes to the professional growth of each employee. Examples of Education Team Growth Activities are:

- Cognitive Coaching
- Videotaped Lessons - (with a peer reviewer)
- Inter-Intra Disciplinary Grade Level Teams
- Peer Classroom Visitations
- Collaborative Teaching and Presentation to Staff
- Teacher Team Created Projects

9.9.2.2.3 Educational Research

The teacher may outline an instructional strategy or learning theory to be researched and implemented in the classroom. The design of the research and method of evaluation shall be included in the project. This may be completed in conjunction with graduate course work or a District curriculum project.

9.9.2.3 Collaboration

The District and TTA believe the most effective professional growth occurs through collaboration.

The teacher and the site administrator will work together in the selection of the options and the development of the specific activities.

All participants in the alternative evaluation option will be encouraged

to share the progress and results of their alternative individual or educational team activities with other colleagues. The time and format of this collaboration will be developed at each individual site.

9.9.2.4 Timelines

The certificated employee will submit a written alternative evaluation plan/goals. Timelines are to be predetermined by the participants and the site administrator.

9.9.2.5 Final Report

Prior to the end of the year, the teacher and administrator will meet to review the progress of the selected teacher activities. Both the teacher and the administrator will provide a written response. Upon satisfactory completion of the selected activities, a form indicating completion of the alternative evaluation plan and meeting District Standards will be included in the personnel file.

9.10 Personnel Files

9.10.1 Materials in unit member's personnel files are to be made available for the inspection of the unit member involved, except items which are excluded by Education Code section 44031.

9.10.2 Every unit member shall have the right to inspect such materials upon request, provided that the scheduled time is made at a time when the unit member is not on contract duty.

9.10.3 Information of a derogatory nature, except as provided by law, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment on the information. A unit member shall have the right to enter, and have attached to any such derogatory statement, the unit member's own comments on the information. The unit member's review of the information shall take place during normal business hours.

9.10.4 No negative and unsatisfactory evaluations or discipline shall be based upon information or material of a derogatory nature which has been received by the evaluator from parents and/or citizens unless the provisions of 9.10.3 have been followed.

9.10.5 Access to personnel files shall be limited to the members of the District administration or clerical staff on a need to know basis. Board of Trustees members may request the review of a teacher's file at a personnel session of the

Board of Trustees. The contents of all personnel files shall be kept in confidence.

9.10.6 Any material placed in an employee's personnel file which later is shown conclusively to be false will be removed from the personnel file and destroyed.

9.11 Evaluation Forms

The evaluation forms referred to in this Article are attached as Appendix F in the master agreement.

ARTICLE X **SAFETY CONDITIONS OF EMPLOYMENT**

10.1 Written recommendations received from insurance company representatives, state or local fire safety officers, state or county inspectors, or other legally designated officials regarding safety matters shall be reported to the Board, District Safety Committee and to the employee who reported the specific condition.

10.2 Teachers may use reasonable force as necessary for protection from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, and to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil. The Board shall provide all support in accordance with Government Code section 995, et seq., including legal and other assistance, in the event of the assault on the teacher while acting within the scope of regular duties. The District does not assume liability brought about by the award of punitive or exemplary damages against a teacher.

10.3 It is agreed that school administrators shall seriously attempt to bring about correction of clearly identified serious safety hazards.

10.4 Notwithstanding class loads, the administration shall strive to assure adequate work space, availability of proper facilities and basic work stations in each classroom, adequate equipment, and all possible conditions for safe and adequate supervision and arrangements appropriate to the course content. A basic work station is defined as an assigned location where a student normally spends a majority of class time performing operational functions necessary to complete the performance objectives and goals of the course.

10.5 Students shall be expected to meet and shall be held to regular District standards of student behavior. Any student who threatens a teacher with physical harm shall be reported by the teacher to the site administrator. If the administrator determines that such a threat occurred, he/she shall initiate appropriate disciplinary action and notify the teacher of the action.

10.6 Unsafe Working Conditions

10.6.1 No unit member shall be required to work in a condition that threatens their health

or safety. Therefore, unit members shall report any potentially unsafe working condition to the immediate supervisor either in writing or verbally followed in writing. The supervisor or designee shall investigate the reported condition within two (2) school days of receiving a report and shall respond in writing, or verbally followed in writing, to the unit member within no later than four (4) school days. The response shall include the findings concerning the condition and the District's course of action and time line for correcting any actual unsafe condition.

10.6.2 If the unit member is unsatisfied with the course of action, delineated in 10.6.1, (s)he may appeal to the District Safety Committee.

10.6.3 No unit member shall be required to perform a specialized medical procedure without the appropriate training and/or certification.

ARTICLE XI

LEAVES

11.1 Sick Leave

11.1.1 Members of the bargaining unit employed full-time shall be entitled to 10 days leave of absence for illness or injury, exclusive of all days they are not required to render service to the District, with full pay for a school year of service. Persons employed for less than full-time shall be entitled to that proportion of 10 days leave of absence for illness or injury as the time worked bears to full time. Credit for leave of absence need not be accrued prior to taking such leave by the employee, and such leave may be taken at any time during the school year. Sick leave entitlement under this section shall be accumulative, without limit, from year to year. Every effort will be made by unit members to schedule medical appointments outside of contracted hours.

11.1.2 When a member of the bargaining unit is absent from his/her duties on account of illness or accident for a period of 5 months or less, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence, or if a substitute employee was not employed, the amount which would have been paid to the substitute had he/she been employed.

11.1.3 In the event of evidence of concerted action against the District or of abuse of sick leave or a concern by District management over an employee's health, on request of the Superintendent or his/her designee, a member of the bargaining unit shall furnish his/her physician's written verification as proof of illness or as verification of the state of the employee's health.

11.1.4 The District may also require the bargaining unit member to be examined by a

doctor selected by the District. In the event the District requires an examination by a panel member, it shall be at District expense and the employee's physician may be in attendance at the examination. If the District's employee health plan will not cover the cost of the attendance of the employee's physician, the District will pay the cost.

11.2 Donated Catastrophic Leave

11.2.1 Employees who have exhausted all fully paid leaves may use donated sick leave under the following provisions:

11.2.1.1 Donated sick leave shall begin no sooner than the eleventh (11th) work day of absence in the school year, and only after all other personal accumulated sick leave and other fully paid time-off has been exhausted.

11.2.1.2 Maximum leave is not to exceed twelve (12) consecutive calendar months, or the maximum number of days donated pursuant to this section, whichever is less.

11.2.2 To request donated catastrophic leave, the unit member or his/her designee will submit a request in writing, on forms provided by and approved by the District, to the Association President stating the facts which require a need for donated leave.

11.2.3 To qualify for such sick leave, the employee will have suffered an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family which requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

11.2.4 For the purpose of this donated catastrophic leave provision, a member of the "employees" immediate family shall be as defined in Bereavement Leave (11.3.2).

11.2.5 As soon as practical, a DSL committee composed of three (3) association members and the Superintendent or his/her designee, will meet and determine whether or not the unit member's request shall be approved.

11.2.6 If the request is denied, the Association President will notify the unit member or his/her designee.

11.2.7 If the request is approved, the Association will submit the required forms to the District. The Association President will give public notice that a certain number of days are needed for a fellow member and details sufficiently describing the situation for donors to decide to donate or to not donate.

- 11.2.8 In the event an employee exhausts his/her authorized number of donated catastrophic leave days from the DSL bank, the employee or his/her designee may request additional DSL pursuant to this section, but not to exceed twelve (12) consecutive months.
- 11.2.9 Donations of catastrophic leave may be made under the following provisions:
- 11.2.9.1 The maximum amount a member may donate shall be ten (10) days. A maximum of one day (7 hours) must be donated but donations may be made in one (1) hour increments thereafter. Donors may donate an additional ten (10) days for each request but must maintain fifteen (15) days for their own needs.
 - 11.2.9.2 Any member with less than fifteen (15) days accumulated sick leave may submit a request to the Association President, in writing, to donate a specified number of days stating the reason why such an exception should be made.
 - 11.2.9.3 Donors shall remain anonymous.
- 11.2.10 A notification of approval, or denial, of such a request will be provided to the unit member, in writing, after the DSL committee has met and reached a decision.
- 11.2.11 In the event that days of donated catastrophic leave are not utilized, including restoration of a balance of up to ten (10) days of accumulated sick leave, the excess days shall be returned to the donors. The method of returning such excess days of Catastrophic Leave shall be determined by mutual agreement between the District and the Association.
- 11.2.12 The Association agrees that it will not file on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated catastrophic leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.
- 11.2.13 The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.
- 11.2.14 In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District will provide the Association with thirty (30) days written notice of termination of the provision.

11.3 Bereavement Leave

- 11.3.1 Members of the bargaining unit are authorized to take Bereavement Leave in the event of the death of a member of the immediate family. Three (3) days are allowed. An additional two (2) days are authorized if travel outside of California or of greater than 200 miles one-way is required.
- 11.3.2 For the purposes of this section, members of the employee's immediate family are: spouse, father, mother stepparents, children, sister, brother, aunt, uncle, grandfather, grandmother, grandchildren, son-in-law, daughter-in-law, niece and nephew, stepson and stepdaughter. In addition, the following relatives of an employee's spouse are defined as immediate family: father, mother, stepfather, stepmother, children, sister, brother, grandfather, grandmother, grandchildren, niece and nephew. Also, any person who is a member of the employee's household (whether a relative or not) is considered immediate family.
- 11.3.3 Subject to the Superintendent's sole discretion, an employee may be granted Bereavement Leave in the event of death of a close friend of the employee, of the employee's spouse, or both, with maximum annual days as stated above in 11.2.1.1. In addition to other elements within the Superintendent's discretion to consider, a substitute employee acceptable to the District must be available, willing and able to serve. The employee shall receive only differential pay for the days of absence under this paragraph. If a substitute is not employed, the District shall still deduct from the employee's salary the substitute rate for that day.

11.4 Industrial Illness or Accident Leave

- 11.4.1 Members of the bargaining unit shall be allowed industrial accident and illness leave for up to 60 days during which the schools of the District are required to be in session, or when the employee would otherwise have been performing work for the District in any fiscal year, for the same accident. Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence the first day of absence. When a member of the bargaining unit is absent from his/her duties on account of an 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 under Division 4 or 4.5 of the Labor Code, will result in payment to him/her of not more than his/her fully salary. The phrase "full salary" as utilized in this section shall be computed so that it shall not be less than employee's average weekly earnings as that phrase is utilized in section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings as set forth in section 4453 of the Labor Code shall otherwise not be deemed applicable. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award. 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. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in section 44977, 44978 and 44983 of the California Education Code, and for the purposes of each of these sections, 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 a payment to him/her of no more than his/her full salary.

11.4.2 During any paid leave of absence the employee shall endorse to the District the temporary disability and 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 and other authorized contributions.

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

11.5 Leave for Jury Duty or Appearance as Witness

11.5.1 Members of the bargaining unit shall be granted paid leave for compulsory jury duty, with the condition that money receivable for such services be remitted to the District and, if not remitted to the District, shall be deducted from the employee's pay. Any payment such as mileage, meals, and lodging will be retained by the employee. The members of the bargaining unit also agree not to serve on a grand jury.

11.5.2 Members of the bargaining unit who are summoned to appear in court (other than as a litigant) or summoned to respond to an official order from duly constituted government authority, for reasons not arising from the member's own connivance or misconduct shall be granted paid leave of absence to the extent of the difference between the member's regular day of pay and the amount allowable as a witness fee. When the witness fee is allowable, it is the member's responsibility to collect same and remit it to the District up to the amount of the member's daily pay.

11.6 Personal Necessity Leave

11.6.1 Definition:

For the purpose of this section, absence for reasons of personal necessity means

absence caused by a circumstance which urgently and/or legally requires the employee's presence at a place other than the assigned place of duty. The circumstance must typically be unforeseen and beyond the control of the employee, and must involve an occurrence or situation of such type that the employee could not possibly be expected to accommodate for it outside of assigned working hours. Personal Necessity Leave shall be limited to 7 days, non-accumulative, per year. Any such days shall be a reduction from the employee's accumulated sick leave.

11.6.2 Limitations:

Personal Necessity Leave may be used under the following circumstances:

11.6.2.1 The death of a member of the immediate family, as immediate family is defined in this agreement.

11.6.2.2 Bereavement in the event of a death of a person other than the "immediate" family.

11.6.2.3 Accident involving a member's person or property of the person or property of a member of his/her immediate family as defined in this agreement.

11.6.2.4 His/her appearance in court as a litigant or a witness under an official order.

11.6.2.5 Serious illness or injury of member of his/her immediate family (as immediate family is defined in this agreement). In addition, an employee's child's illness verified in writing by a physician based upon a physical examination.

11.6.2.6 Circumstances or situation agreed by the Superintendent to be within the purview of the definition of personal necessity.

11.6.2.7 Compelling Personal Importance

Unit members may use two (2) of available Personal Necessity Leave days for matters of compelling personal importance, subject to the following provisions:

11.6.2.7.1 Such leave may be used for legitimate personal reasons that cannot be taken care of outside of the work day.

11.6.2.7.2 Except in the event of an emergency, a maximum of two (2) unit members at any one school may use the leave during

the day.

11.6.2.7.3 Such leave may not be used for vacation, extension of a holiday, recreation or concerted activity.

11.6.2.7.4 Notice of such leave as far as possible in advance is required.

Except in the event of unforeseen circumstances, a unit member shall notify the District at least twenty-four (24) hours in advance of such leave.

11.6.2.7.5 In the event the purpose of the leave is personal and confidential, the employee may sign a statement that the leave meets the above criteria and submit to the site administrator or Superintendent.

11.6.3 Special Conditions:

Advance permission for Personal Necessity Leave shall be obtained in all cases, except the following:

11.6.3.1 Death or a serious illness of a member of the employee's immediate family, as immediate family is defined in this agreement.

11.6.3.2 Accident involving the employee's person or property or the person or property of a member of his/her immediate family, his/her immediate family is defined in this agreement.

11.6.4 In every case the employee shall be expected to make all possible prior arrangements for personal necessity.

11.6.5 Personal necessity absence caused by serious illness or emergency hospitalization of a member of the employee's immediate family, as immediate family is defined in this agreement, shall be allowed in cases of illness, when verified as sudden and critical, or in cases of emergency hospitalization of members of an employee's immediate family. It shall be the responsibility of the employee to obtain a signed statement from the attending physician verifying the serious nature of the illness and/or the necessity for emergency hospitalization, if such statement is required by the employee's supervisor. The physician's verification must be obtained within a period not exceeding 10 days after the employee's absence, or if special arrangements must be made because of an unavoidable delay in obtaining this verification, it is the responsibility of the employee to make special arrangements with the District Superintendent or his/her designated representative.

11.6.6 Proof of personal necessity shall include verification by the employee that he/she has read the information relevant to Personal Necessity Leave, and all paid Personal Necessity Leave must be approved by the Superintendent or an Administrative Officer designated by the Superintendent or the Governing Board.

11.6.7 In the event the employee feels the reason for Personal Necessity Leave is personal and confidential, he/she may submit a request for such leave directly to the Superintendent.

11.7 Personal Business Leave

Unit members may use up to three (3) days of such leave with specific authorization from the District Superintendent provided that it is possible to secure the services of a suitable replacement. Personal Business leave is paid at a differential rate and shall be considered permissible only on infrequent occasions and only in the event of circumstances or situations which absolutely require the unit member to be away from school.

(Please note that taking Personal Business Leave will impact your STRS Service Credit. If you take Personal Business Leave you won't earn a full year's service credit. The individual impact of this depends on the total number of years you plan on teaching).

11.8 Pregnancy Disability Leave

11.8.1 Leave of absence in the nature of sick leave may be granted for any employee who is required to be absent from duties for disabilities caused by or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

11.8.2 The beginning and ending dates of such sick leave will be determined by the teacher and her physician, with written certification required from the physician at the beginning of the leave of absence, to verify that illness or disability is a specific consequence of pregnancy, miscarriage, childbirth, or recovery therefrom. In those instances where the ending date of the pregnancy disability is expected to exceed six (6) weeks following the birth or miscarriage, the district may require another verification by the teacher's physician or may require the teacher to be examined by a doctor selected by the employee from a panel of five (5) doctors. In the event the District requires an examination by a panel member, it shall be at the District's expense, and the employee's physician may be in attendance at the examination. If the District's employee health plan will not cover the cost of the attendance of the employee's physician, the District will pay the cost.

11.8.3 When the teacher returns to service from maternity leave granted at the discretion of the Board of Trustees, the teacher's salary shall be that which would have been received had the teacher not been absent from service to the

District, provided that the teacher has rendered service to the District for 40 percent of the school year in which the leave was taken.

- 11.8.4 This section (11.8) shall be construed as requiring the Board of Trustees to grant leave with pay only when it is necessary to so do in order that leaves of absence for miscarriage, childbirth, or recovery therefrom be treated as leaves for illness, injury or disability.

11.9 Family and Medical Leave

- 11.9.1 Unit members are eligible for unpaid family and medical leave pursuant to applicable Federal and State law and Labor Code 233.

11.10 Sabbatical Leave

- 11.10.1 After seven full consecutive years of teaching experience in the District, a teacher may apply in writing to the School Board for approval of a Sabbatical Leave. The pay to the teacher for such leave shall be the difference, if any, between the regular teacher's salary and the replacement teacher's salary. The teacher on leave shall not be eligible for District-paid fringe benefits, but may retain the membership in the District program at his/her own expense.
- 11.10.2 Sabbatical Leave shall be for the purpose of furthering the teacher's education through pursuit of a course of study at an accredited college or university. It shall be required that the teacher return to teach in the District for a minimum of two (2) school years after conclusion of the Sabbatical Leave.
- 11.10.3 Unless otherwise approved by the School Board, Sabbatical Leave requests must be submitted to the District Superintendent no later than February 1st of any given year, for leaves to be effective on the next succeeding school year. Requests may be submitted for effective beginning dates no farther in advance than the beginning of the second subsequent school year from the year of submission. If the number of requests exceeds the number allowable, as defined by the School Board, persons with the greatest seniority may receive preference. In the event of equal seniority of applicants, the district Superintendent shall recommend special selection procedures for the consideration of the School Board.
- 11.10.4 The number of teachers authorized to be absent on Sabbatical Leave during any school year shall be determined solely by the School Board, in view of existing circumstances at the time requests are received. The District Superintendent shall present to the Board, no later than the first meeting in April of each year, a review of Sabbatical Leave applications for the next ensuing school term, with recommendations considered pertinent for the Board's examination and deliberation.

- 11.10.5 Teachers who desire to receive monthly salary allowances while on Sabbatical Leave must furnish a suitable bond indemnifying the School District against loss for any salary paid during the period of the Sabbatical Leave, in the event the employee fails to return to render two full years of service to the District following the termination of the Sabbatical Leave.
- 11.10.6 Applicants who do not desire to furnish a bond and receive salary while on Sabbatical Leave shall be paid in accordance with business department procedures in two equal annual installments as follows:
- 11.10.6.1 At the end of the first year of service after the teacher's return to duty, the business department shall release the first installment (not to exceed one-half of the total District obligation) upon resolution of the governing board authorizing the payment of said installment and including a statement that the teacher has completed one year of required service and fulfilled all other legal requirements.
 - 11.10.6.2 At the end of the second year of service, a similar procedure shall be followed authorizing payment for the second and final payment.
 - 11.10.6.3 The course of study noted in paragraph one of this policy shall be pertinent to the curriculum of the Thermalito Union School District, shall include a minimum of 24 semester units or 36 quarter units per year, shall be recommended by the Superintendent and approved by the School Board before Sabbatical Leave is granted.

11.11 Other Leaves of Absence

- 11.11.1 Leaves of absence may be granted for any reason considered to be prudent by the School Board. This type of leave may be with or without pay, in accordance with Education Code section 44963. A member of the bargaining unit who has exhausted all entitlements to leave and who is absent because of accident or illness, may be granted additional unpaid leave, upon request of the employee, for 6 calendar months. The Board, on request of the employee, may renew the unpaid leave of absence for two additional 6-month periods or such lesser leave period as it may provide, but not to exceed a total of 18 months. Health benefits authorized by the Governing Board may be paid by the School District during such authorized leave. The School Board authorizes the District Superintendent to grant temporary leave status, not to exceed the number of days required to schedule a routine request for a leave of absence on the agenda of a regular Board meeting.

11.12 STRS Disability Leave

- 11.12.1 The District shall grant a leave of absence to any unit member who has applied for a disability allowance from the State Teacher's Retirement System (STRS). This leave shall not extend thirty (30) days beyond the final determination of the disability allowance. If the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months from the date of notification of the determination.

11.13 Long-Term Uncompensated Leave

- 11.13.1 The Board shall consider, on an individual basis, a request by a unit member of a long-term uncompensated leave of absence. The granting of long-term uncompensated leave is within the discretion of the Board. Long-term uncompensated leave may be granted for the following purposes: study, travel, work, health, child-rearing, or personal hardship.

11.13.2 Eligibility

An employee shall have completed at least two (2) years of satisfactory service with the District to be considered for long-term uncompensated leave.

11.13.3 Application

When possible under the circumstances, request for long-term uncompensated leave shall be made to the Superintendent at least thirty (30) days in advance of the desired start date.

11.13.4 Length of Leave

A long-term uncompensated leave may be granted for a period of up to two (2) school years.

An employee who has been granted a leave of less than two (2) years may apply for an extension of such leave for an additional period not to exceed a total of two (2) continuous school years. The request to extend the leave must be submitted by February 1st of the prior school year.

11.13.5 Insurance Continuation

An employee may continue District group insurance coverages during such leaves, consistent with the regulations of the provider, by paying to the District the full premium costs monthly in advance.

11.13.6 Return to Service

An employee on such leave must notify the District in writing of his/her intention to return to service no later than February 1 of the prior school year. In the event the employee does not so notify the District, it will be construed that the employee has resigned his/her position.

An employee returning from such leave shall have the right to return to a vacancy within their certification, according to the voluntary transfer provisions of the contract.

11.14 Association Business Leave

- 11.14.1 A total of five days of Association Business Leave shall be allowed by the District on condition that a competent qualified substitute employee is available and willing to serve. The designated representative or steward of the Association and officers of the Association shall be allowed to take such leave for local or state conferences, or for conducting other business pertinent to Association matters. Substitutes hired by the District to cover for such absences shall be paid for by the Association. At least five normal business days advance notification of intent to take such leave shall be given to the Superintendent by the Association president.

11.15 Discretionary Leave

- 11.15.1 It is agreed that Discretionary Leave granted by the Board Of Trustees under this Article and authorization for service other than full time granted by the Board shall not be considered precedential in nature. The Governing Board retains the right to decide upon all such leaves or requests from the standpoint of individual merit and convenience to the school system.

ARTICLE XII **REDUCTION TO LESS THAN FULL-TIME SERVICE** **and JOB SHARE CONTRACTS (TA 18-19-03)**

- 12.1 After four full consecutive years of teaching experience in the District, a teacher may apply in writing to the School Board for leave to serve less than full time. If a request for such leave is granted, the teacher shall be entitled to pro rata compensation, pursuant to Education Code section 45025. To the extent permitted by the fringe benefit agency, the teacher may participate in the District fringe benefit program by paying the difference between the full premium and the pro-rata portion paid by the District.

Unless otherwise approved by the School Board, such requests must be submitted annually no later than February 1 of any given year, for reduced service the succeeding school year. The District Superintendent shall present to the Board, no later than the first meeting

in April of each year, a review of any such applications for the next ensuing school term, with recommendations considered pertinent for the Board's examination and deliberation.

Permission to serve less than full time may be granted only if the employee agrees in writing that return to full-time service shall be at the sole discretion of the School Board with the following exceptions:

- 12.1.1 The teacher shall be entitled to return to full-time service where a full-time vacant position arises in the District through the death, resignation, dismissal or retirement of a full-time certificated teacher. If more than one teacher is eligible for return to full-time service, the District may select the teacher and such selection shall be final.
 - 12.1.2 The teacher shall be entitled to serve in a full-time position held by a Permanent or Probationary employee who has been granted a leave of absence (other than leave to serve less than full-time) or who is temporarily absent from duty, provided that the teacher agrees in writing to resume less than full-time service at such time as the employee on leave returns. Such right to serve in a full-time position shall be subject to any priority for employment granted by statute to any employee or former employee.
 - 12.1.3 Return to full-time service under either section 12.1.1 or 12.1.2 above is subject to the following conditions: If the position is in the field of instrumental or vocal music, fine arts, or industrial arts, the teacher shall possess an appropriate credential and shall have completed appropriate academic preparation or equivalent experience in the subject matter in which the opening occurs.
 - 12.1.4 Unless otherwise approved by the Board, a request to return to full-time service must be submitted no later than February 1 of any given year to return for the ensuing school year.
- 12.2 Part-time Employment Status for Certificated Employees Who Qualify Under Conditions of Education Code Section 44922 (Willie Brown):
- 12.2.1 The conditions of this section shall include, but shall not necessarily be limited to the following, if certificated employees wish to reduce their employment to part-time status, and maintain retirement benefits pursuant to Section 44922 and 22713 of the California Education Code.
 - 12.2.1.1 The employee must have reached the age of 55 prior to reduction to part-time status.
 - 12.2.1.2 The employee must have been employed full-time in a position requiring certification for at least 10 years of which the immediately preceding 5 years were full-time employment.

- 12.2.1.3 The option of part-time employment must be exercised at the request of the employee, and can only be revoked with the mutual consent of the employer and the employee.
- 12.2.1.4 The employee shall be paid the salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits as provided in section 53201 of the California Government Code in the same manner as a full-time employee.
- 12.2.1.5 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his/her final service in a full-time position, and the reduced service may be either on a daily schedule or full-time for one-half of the school year.
- 12.2.1.6 The deadline for making application for reduction to part-time status or reverting back to full-time status for the next academic year is February 1st.
- 12.2.1.7 Part-time service is limited to a period not to exceed 10 years, and no employee shall participate in this program during or after the year which he/she reaches the age of 70.
- 12.2.1.8 The Governing Board reserves the right to limit the number of applications or to deny applications for reduced workloads, if the procedure would, in the opinion of the Superintendent, create financial, personnel, organizational, or other kinds of problems which render approval inadvisable.
- 12.2.1.9 The employer and employee shall submit contributions to the State Teachers Retirement System based on the computation which would be used for total time employment.
- 12.2.1.10 Employees who have been authorized to reduce a full-time position to part-time under the provisions of Education Code section 44922 shall return to full-time at the conclusion of the 10-year limitation on such employment, only by mutual consent of the employee and the Governing Board. Request to return after the 10-year period may be made by the certificated employee at the time of his/her request for reduction to less than full-time service prior to retirement.

12.3 Job Share Leave:

- 12.3.1 Permanent, certificated personnel who wish to obtain a Job Share Leave must notify the Board through the Superintendent, no later than February 1 preceding the school year, for which the leave is being requested.
- 12.3.2 A Job Share Leave may be granted only if a qualified replacement with the appropriate credentials can be found.
- 12.3.3 Job Share Leave replacement personnel shall be hired through the regular hiring process. The District teacher, where practical, will be a part of the interview committee. The replacement person will be classified as a Temporary teacher for the person on leave and for the proper FTE of the school year. The tenured teacher will also be issued a contract for the specific year.
- 12.3.4 The job sharers shall meet with the principal of the job sharing site to discuss the allocation or division of their responsibilities such as, attendance at staff meetings, district meetings and in-services, parent conferences, back to school nights, programs, etc. Final approval of any such assignments or allocation or division of responsibilities shall be within the sole discretion of the District.
- 12.3.5 Permission is granted by the Board on a yearly basis. The Board's decision is final.
- 12.3.6 Sick leave, salary and benefits will be assigned on the FTE basis. There will be allocations for one health benefit. With the advance written agreement of the District and both job share partners, a job share employee serving less than 50% FTE may receive the health benefits allocation. This will be distributed according to contract restrictions, legal requirements, and guidelines of the CVT. A permanent/permanent job share shall be treated the same as that of a permanent/temporary job share.

ARTICLE XIII **SALARY AND FRINGE BENEFITS**

13.1 Salaries (TA 19-20-02) (TA 22-23-01)

- 13.1.1 Full-time unit members shall be paid wages pursuant to the schedule attached as Appendix "A". Part-time unit members shall be paid a pro-rata amount.
 - 13.1.1.1 Through interest-based negotiations process, the parties will develop agreed-upon criteria to determine comparable school districts. Data from these districts will be used as standards in future District compensation negotiations.

13.1.1.2 The parties recognize that the fiscal integrity of the District is a mutual interest. An important component of financial soundness is a reasonable cash reserve. Accordingly, the parties will review and discuss the appropriate level of the District's undesignated reserve, for both the current fiscal year and future years.

13.1.1.3 Unit members will be compensated for extra duty assignments using a two-tier schedule. Such assignments will be designated as Tier # I (direct instruction of students which may include a full range of professional services, such as Home & Hospital instructional duties), Tier # II (all other professional duties approved by the site administrator). The rate of payment for such services will be Tier I: \$58.15, and Tier II: \$43.61 per hour (75% of Tier # I), respectively.

13.1.1.4 Unit members participating in the environmental camp program (i.e. Shady Creek) will receive supplemental compensation at the rate of \$250.00 per day of completed camp obligations. If such service is performed on a District holiday, Saturday, or Sunday the applicable rate will be \$350 per day. Unit members attending preparation meetings related to the environmental camp program will be paid at the Tier # II rate of pay for all service which extends beyond the regular contractual work day. **(TA 17-18-01) (TA 24-25-01)**

An appeals committee will be established, if needed, to settle any disputes regarding this contract article. This committee will consist of two representatives of the district administration and the bargaining unit.

13.2 Insurance **(TA 15-16-06) (TA 22-23-01) (TA 23-24-01)**

13.2.1 It is agreed and understood that any premium cost above the District contribution will be borne by the employee by payroll deduction.

13.2.1.1 Medical

Four of the plans offered through the California's Valued Trust and selected by the Association are available for eligible employees and covered independents. **(TA 23-24-01)**

Employees may change their choice of the above options during open enrollment periods declared by the group provider.

13.2.1.2 Dental

The existing dental insurance plan for eligible employees and covered dependents is provided through the California's Valued Trust with no

maximum annual benefit limit. (TA 23-24-01)

13.2.1.3 Vision (TA 23-24-01)

The existing vision insurance plan for eligible employees and covered dependents is provided through the California's Valued Trust.

It is agreed and understood that the Board of Trustees of the California's Valued Trust may modify benefits and coverage, insurers, claims administration, eligibility requirements and premiums for the specified insurance plans without any meeting or negotiating between the parties pursuant to the Educational Employment Relations Act.

- 13.2.2 All certificated employees whose assignment is at least 50% of the normal teaching week shall be covered under the programs provided in Section 13.2.1.1, 13.2.1.2, and 13.2.1.3 of this Article. In accordance with those sections employees shall be enrolled in insurance programs on the first day of the month that it is possible to accomplish said enrollment following fulfillment of the eligibility requirements.

Unit member working part-time will receive the following district contribution:

- .5000 FTE – .7500 FTE receive 75% of the district health benefit contribution
- .7501 FTE – 1.000 FTE receive 100% of the district health benefit contribution.

- 13.2.3 Unit members whose employment is terminated during any school year, except in the case of their misconduct, shall be eligible to continue to receive the District premium contribution for group medical, dental and vision insurance coverages as follows:

13.2.3.1 A unit member who has served a complete school year shall be eligible to continue such coverage and District premium contribution during the months of July and August.

13.2.3.2 A unit member who has not served a complete school year shall be eligible to continue such coverage and District premium contributions as follows:

13.2.3.2.1 One (1) month beyond the last date of employment if service to the District is between fifty-five (55) and one hundred nine (109) paid days.

13.2.3.2.2 Two (2) months beyond the last date of employment if service to the District is at least one hundred ten (110) days.

13.2.3.3 In no event is the unit member eligible to continue to receive a District premium contribution if group insurance coverage is obtained elsewhere.

13.3 Extra Duty Stipends:

Unit members employed to perform extra duties shall receive stipends pursuant to the attached schedule contained in Appendix "B". It is agreed and understood that this schedule shall be renegotiated by the parties in subsequent school years.

13.4 Credit For Prior Service

Unit members employed after July 1, 1999 shall be given credit on a year-for-year basis up to ten (10) years at the time of initial salary schedule placement for previous teaching experience, subject to the following criteria (**TA 21-22-01SL**):

13.4.1 The previous teaching was full-time for at least one hundred thirty-five (135) days.

13.4.2 The previous teaching occurred at a public or private school within the United States or an American school outside of the United States.

13.4.3 The previous teaching occurred after receipt of a California intern, preliminary, or clear credential or a credential from another state with reciprocity with California.

13.4.4 The previous teaching was within the authority of the credential and was service customarily and ordinarily expected of a teacher with a credential.
(**TA 24-25-01**)

13.4.5 A minimum of four (4) years of experience must have been within the past ten (10) years and is subject to verification by the District according to the above criteria.

13.4.6 Counselors, nurses and speech therapists may be granted years of experience for work performed in non-educational settings if the work was comparable to that which will be performed for the District. (**TA 24-25-01**)

13.5 Salary Schedule Step Advancement (**TA 15-16-05**)

A unit member shall advance one step annually upon completion of one academic year of paid certificated experience, subject to the following conditions:

13.5.1 Step advancement credit shall be limited to the maximum number of steps of the certificated salary schedule.

13.5.2 Step advancement shall require a minimum of .5000 FTE or more under a regular

contract during the preceding school year.

13.5.3 Step advancement shall occur every 2 years for a unit member working less than .5000 FTE under a regular contract (does not need to be consecutive).

13.6 Step Placement upon Salary Schedule Column Advancement (**TA 17-18-03**)

13.6.1 Unit members eligible for salary schedule column (class) advancement must submit courses for approval pursuant to 13.8.1.4 to the District Superintendent prior to May 1st of the year prior to the proposed advancement.

13.6.2 Unit members eligible for salary schedule column (class) advancement must submit appropriate documentation to the District Superintendent prior to September 10th in order for the increase to be effective for that school year.

13.6.3 Unit members shall be placed on the step of the new salary schedule column based upon the total number of credited years of prior teaching experience and District teaching experience pursuant to 13.5 above.

13.7 Credit For Military Service

13.7.1 Credit for military service shall be allowed on a year-for-year basis for teachers who were on leave of absence from the District while in military service.

13.7.2 No credit for military service prior to employment by the District shall be allowed.

13.7.3 No training credit shall be allowed for training which was received in military service, except for units acquired under auspices of a regularly accredited institution of higher learning.

13.8 In-service Training (College Units) (**TA 17-18-03**)

13.8.1 The criteria for determining the relevance and applicability of units for purpose for salary advancement shall include the following:

13.8.1.1 Units must be earned from courses which enhance knowledge and skill of the certificated employee in his/her actual teaching assignments, or

13.8.1.2 Units must be earned from courses which enhance knowledge and skill of the certificated employee in potential teaching assignments which employee may be assigned to the Thermalito Union School District, or

13.8.1.3 Units must be earned from courses which prepare the certificated employee for new or involving subject matter, programs and/or teaching methods, and which may be offered or implemented by the Thermalito

Union School District. Unit members who are employed as interns (in conjunction with an affiliated university or college) may exceed the unit limit if required to do so by the university in order to complete the program.

13.8.1.4 Units must be earned from courses that have been pre-approved by the District Superintendent.

13.8.2 It is expected that college units will be at least one-half upper division or graduate level, the Board reserving the right (on advice from the administration) to require teachers to justify the need of taking lower division courses. Community college units may be acceptable, as were lower division units if shown to be relevant, as determined by the Superintendent and the committee described above and approved by the Governing Board.

13.8.3 The maximum annual semester hour credit allowed for any school year for salary schedule purposes shall not exceed 12 units, exclusive of units acquired in summer session. No more than 6 of these units may be taken in any one semester. Units acquired under the quarter system shall be multiplied by two-thirds when applying for semester credits.

13.8.4 Professional Appeals Committee: A committee shall be comprised of equal number of members from the Association and from the District selected from the bargaining team.

If a unit member has been denied the utilization of specific units she/he may appeal to this committee for a ruling. The decision of the committee shall be final.

13.9 Regulations Governing Unit Credit For In-Service Training

13.9.1 Teachers are eligible for one unit of credit on the certificated salary schedule when the following conditions of in-service are accomplished.

13.9.1.1 Plans for the proposed training session shall receive the examination and prior approval of the District Superintendent.

13.9.1.2 The training session must be recommended in advance to the School Board as equal in scope, organization, and anticipated value to the Thermalito Union School District as one unit of college work. It must be a definitely planned and organized program of instruction with specific objectives for improvement of identifiable teaching competencies.

13.9.1.3 Time involvement shall be equal to one of the following:

- 20 hours of instruction, no more than 10 of which may occur within regular school hours;

- 15 hours completely outside of regular school hours.

13.9.1.4 The training must have direct relevance to the present or anticipated teaching assignment(s) of persons involved.

13.10 Special Cases Involving Unit Credit

13.10.1 The Governing Board may determine the classification for special cases when, in the judgment of the Governing Board, this appears advisable.

13.10.2 Persons participating in training sessions held at times other than the regular school year may be considered for unit credit on the District salary schedule, provided that the provisions of Article XIII Sections 13.10 and 13.11 are met.

13.11 Cooperating Teachers

13.11.1 Cooperating teachers shall receive one semester unit credit toward salary schedule for each full semester's successful supervision of student teachers. Fractional credits, to the extent of one-half unit only, will be allowed when at least 95 class periods of student teacher supervision are completed during a semester. For the purpose of this section, a class period is defined as a session of at least 45 minutes.

13.11.2 In lieu of credit, cooperating teachers may, at the time of agreement to take and train the student teacher, elect to receive the college payment to the District for each semester's supervision of student teachers, as (a) income or (b) for classroom projects and materials. Fractional allocation may be claimed on the same pro rata basis as identified by section 13.11.1. Claims must be submitted no later than March 25.

13.12 Burden of Proof

The burden of proof for training and experience lies with the teacher.

13.13 Distance Learning

Bargaining unit members who desire to obtain salary schedule credit for distance learning courses shall obtain prior approval of such course from the Superintendent prior to taking the course. The Superintendent may consider the relevance of the course content to the teacher's assignment, the degree and quality of evaluation of work to be accomplished, and whether the course is accredited with accredited institutions of higher learning, in determining whether to approve such a course for salary schedule credit. Approval will not be unreasonably denied.

13.14 Payroll Errors

Any salary or benefit payment by the District or its payroll processor resulting in insufficient payment for an employee shall be corrected and supplemental check issued, as soon as practicable, after the payroll department receives notice of same and verifies that the insufficient payment did occur. "As soon as practicable" means that the District shall, within five (5) work days, initiate a good faith effort with the county to expedite a corrected payment to the employee. Any salary or benefit payment resulting in an overpayment to an employee shall be corrected by the District through equal deductions from the next three months' paychecks. Nothing contained herein shall be deemed to prohibit the District and the employee from agreeing upon an alternate repayment schedule.

- 13.15 The resolution drafted by the State Teachers Retirement System which, if approved by the Governing Board, will permit the employee contribution to the retirement system to be treated as tax deferred income shall be adopted by the District Governing Board. It is understood and agreed that if the Board adopts this resolution it does not in any way obligate itself or the District financially to the Internal Revenue Service for taxes of any employee. An assumption of both parties to this agreement and a necessary condition to it is that adoption of the resolution will not result in any liability to the District, its management, or the Governing Board.

- 13.16 The District agrees to initiate implementation of the provisions of Education Code section 22726 upon application of an individual's bargaining unit employee whenever the Governing Board, in its sole discretion, determines that the conditions necessary for initiation and implementation exist.

- 13.17 Any Probationary or Permanent bargaining unit member who is laid off will have his/her July and August (immediately after the June 30 effective date of layoff) health insurance payments made by the District, provided the member is not otherwise employed with similar coverage. "Laid off" means an Education Code Section 44955 layoff for decline in ADA or reduction or discontinuance of particular kinds of certificated services.

13.18 Internal Revenue Code Section 125 Plan

The District shall offer an Internal Revenue Service Section 125 plan to unit members. This plan, administered by the American Fidelity Life Insurance Company, represents no cost to the District. It is agreed and understood that in the event this plan represents a cost to the District, the parties shall meet and negotiate concerning this additional employer cost.

13.19 Retiree Health Insurance Coverage (TA 17-18-05)

Unit members who retire from the District under the State Teachers Retirement System (STRS) and who meet the following requirements are eligible for this program.

13.19.1 Eligibility

13.19.1.1 Group A - Employees hired prior to July 1, 1991 in a regular status position are eligible with fifteen (15) years of creditable service upon reaching age fifty-five (55) through sixty-five (65).

13.19.1.2 Group B - Employees hired on or after July 1, 1991 in a regular status position are eligible with fifteen (15) years of creditable service upon reaching age fifty-eight (58) through sixty-five (65).

13.19.1.2.1 Employee eligible under 13.19.1.2 may select an "Early Out" option with a reduced benefit.

- Age 55 - 70% of the current district contribution at the date of retirement
- Age 56 - 80% of the current district contribution at the date of retirement
- Age 57 - 90% of the current district contribution at the date of retirement

13.19.1.3 Group C - Employee hired on or after July 1, 2001 are eligible for district paid retiree health benefits at age 60 with at least 18 years of district service and at least 22 years of total creditable service.

13.19.2 District Contribution

13.19.2.1 Employees who meet the above requirements under Groups A and B are eligible to receive a maximum monthly District premium in the amount of the monthly District health (medical, vision and dental) insurance premium contribution provided actively employed unit members at the time of the eligible employee's retirement. This contribution may be applied to an available plan under the District's group insurance provider for active employees or other health (medical, vision and dental) insurance coverage if the retiree resides outside of the area covered by the group provider.

13.19.2.2 Employees who meet the above requirements (13.19.1.2) under the Group B "Early Out" clause are eligible to receive:

- 70% of the current district contribution at the date of retirement at age 55
- 80% of the current district contribution at the date of retirement at age 56
- 90% of the current district contribution at the date of retirement at age 57

13.19.2.3 This premium contribution shall continue during the lifetime of the eligible retiree until age 65. In the event of the death of such retiree prior to age 65, the surviving spouse shall be eligible to continue to receive the District premium contribution until reaching age 65 or the date the retiree would have reached age 65, whichever first occurs.

13.19.3 Joint Study Committee

The District and Association shall establish a joint on-going committee to review the experience and cost of this program (and the previous retiree medical insurance program). Modifications to this program supported by cost experience shall be recommended by the committee to the parties bargaining representatives.

13.19.4 Continuation of Benefits

13.19.4.1 It is agreed and understood that this program will continue for all eligible unit members in Groups A, B and C unless this contract article is modified through the collective bargaining process.

13.19.4.2 It is also agreed and understood that negotiations on this program may be reopened in the event of Federal legislation which impacts this program.

13.19.5 Other Retirees

For those not eligible for this program, the District shall continue to offer the group medical insurance plans to each retiring employee and his/her spouse. This shall be paid by the retiree. It is also agreed and understood that the District shall not be a collection agency and the retirees who are on the District medical plan must conform to District payment policies established by the District or coverages will be terminated.

13.20 403(b) Matching (TA 24-25-01)

13.20.1 Eligibility: Beginning July 1, 2024, unit members who are regularly employed shall be eligible to participate in the District-sponsored 403(b) matching contribution plan pursuant to California Education Code 44041.5.

13.20.2 Matching Contribution: The District will match contributions as follows:

- 100% match of the first \$1,000 contributed by the unit member per school year (July-June)
- 50% match of the next \$1,000 contributed by the unit member per school year (July-June)

- 13.20.3 Management of both the portfolios of individual investments and any District matching contributions shall be the sole responsibility of the individual participant in whose name the District contribution has been made. The employee will pay any investment fees. The District assumes no current or future liability for contributions made to these plans or investment losses that may occur within those portfolios due to investment decisions made by the eligible participant.

ARTICLE XIV **WORK CONTINUANCE**

- 14.1 It is agreed that the bargaining unit, Thermalito Teachers Association, will not cause, sanction, encourage, take part in, or permit any strike, walkout, or any activity that will interfere with the normal operations of the Thermalito Union School District.
- 14.2 For the life of this Agreement, the District shall not lock out unit members as a result of a labor dispute with the Association.

ARTICLE XV **GRIEVANCE PROCEDURES**

15.1 Definitions

15.1.1 A "grievance" is an allegation by a grievant that there has been a misinterpretation, misapplication, or violation of a specific provision of the Agreement.

15.1.2 A "grievant" is a bargaining unit member or the Association.

15.1.3 A "day" is any day in which the District administrative office is open for business.

15.2 Informal Level

Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance, or when the grievant should have reasonably known of the occurrence of the act or omission, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

15.3 Formal Level

15.3.1 Level I: Within ten (10) days after the informal conference, if there is no satisfactory settlement of the grievance, the grievant must present the grievance in writing to the immediate supervisor on the District Grievance Form.

The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

- 15.3.2 Level II: Within ten (10) days after the decision at Level I, the grievant may file a written appeal with the Superintendent or designee. The appeal shall include a copy of the Level I decision, if any.

The Superintendent or designee shall communicate a decision to the grievant in writing within ten (10) days after receiving the grievance. If the Superintendent or designee fails to respond within the time limits, the grievant may appeal to the next level.

Within the above time limits, either party may request a personal conference.

- 15.3.3 Level III – Mediation: In the event the grievance is not adjusted at Level II, the Association may submit a written request to the Superintendent or designee for mediation.

The District and the Association shall jointly submit a request for the services of a mediator from the California State Mediation and Conciliation Service.

During the pendency of mediation, the timelines for further processing of the grievance shall be stayed.

- 15.3.4 Level IV – Binding Arbitration: In the event the grievance is not adjusted at Level III, the Association may submit a written request to the Superintendent or designee for arbitration.

The District and the Association shall attempt to select a mutually acceptable arbitrator. If a mutually acceptable arbitrator cannot be selected, the parties shall request a list of seven (7) arbitrators from the California State Mediation and Conciliation Service who are experienced in hearing grievances in California public school districts. The selection of the arbitrator from the list shall be made by the alternate striking method. The first strike shall be determined by a toss of a coin.

In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step.

After the hearing and after both parties have been given an opportunity to make written arguments, the arbitrator shall submit findings and award to both parties. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement, nor shall the arbitrator be empowered to render a decision contrary to law, on issue(s) not before the arbitrator, nor on facts not

supported by the evidence. The arbitrator's authority to award back pay is limited to the first of the fiscal year in which the grievance was filed.

Any costs of a hearing room and the fees and expenses of the arbitrator shall be borne equally by both parties. Concerning transcripts, the cost shall be borne equally by the parties if the transcript is requested by the arbitrator or both parties. If a copy of the transcript is requested by only one (1) party, that party shall incur the expense. All other expenses shall be borne by the party incurring them.

The findings and decision of the arbitrator shall be final and binding on all parties subject to the established right of judicial review.

15.4 Miscellaneous Provision

15.4.1 A grievant shall be entitled to representation at each step of the grievance procedure by a person designated by the Association.

15.4.2 All documents resulting from a grievance shall be filed in a separate grievance file and shall not be kept in an employee's personnel file.

15.4.3 Timeline in this procedure may be executed by written mutual agreement between the parties.

15.4.4 A decision rendered at any step in these procedures becomes final unless appealed within the time limits specified.

15.4.5 Any employee may present grievances in accordance with this Article without the intervention of the Association, so long as the adjustment is not inconsistent with the terms and conditions of this Agreement, and further provided that 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 response.

15.4.6 If the same complaint or substantially the same complaint is made by more than one employee against one party, only one employee on behalf of himself/herself and the other complainants may process the grievance or complaint through the grievance procedure. Names of all aggrieved parties shall appear on all documents related to the processing of the grievance. This provision may be waived by all parties concerned.

15.4.7 During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be made public without the written agreement of all parties.

15.4.8 An employee grievance shall in no way interfere with the right of the District

to proceed in carrying out its management responsibilities subject to final decision of the grievance. In the event the alleged grievance involved an order or requirement, the aggrieved shall fulfill or carry out such order or requirement pending the decision of the grievance.

ARTICLE XVI
PEER ASSISTANCE AND PEER REVIEW

16.1 Joint Committee (JC)

16.1.1 Joint Committee shall consist of five (5) members, the majority of whom shall be certificated teachers with direct instructional responsibilities who are chosen to serve by the Association. The District shall choose the District appointed members to the Joint Committee. All actions of the Joint Committee shall be taken by a vote of at least three (3) members.

16.1.2 The Joint Committee shall establish its own meeting schedule. To meet three members of the Joint Committee must be present. Such meetings shall, generally, take place outside the regular teacher workday. Teachers who are members of the Joint Committee may be released from their regular duties to attend meetings, without loss of pay or benefits. In addition, the Joint Committee Bargaining Unit Members shall receive a base stipend of \$500 per year.

16.1.3 The Joint Committee shall be responsible for the following:

16.1.3.1 The Joint Committee shall control all funds received for this program.

No more than 5% shall be designated for administrative expenses.

16.1.3.1.1 The funds designated for the Peer Assistance and Review program are intended to fully support that program. An annual budget shall be prepared by the Joint Committee before October 1 of each school year. A preliminary budget will be submitted by the Joint Committee to the District Office by May 15th of the preceding year. This is a standalone program, with no encroachment costs on the general fund. The program is dependent on continued funding from the State and will be discontinued when and if the funding is discontinued.

16.1.3.1.2 In any given year 10% of the total funding may be reserved for providing ongoing, non-evaluative, support for beginning teachers, unless the number of Referred Participating Teachers is so great as to necessitate the encroachment on this New Teacher Assistance fund. This decision will be determined by the Joint Committee. The parties may meet at any time to raise

this amount upon mutual agreement.

- 16.1.3.2 Providing annual training for the Joint Committee members.
- 16.1.3.3 Establishing its own meeting schedule, rules of procedure, including the method for the selection of a Chairperson.
- 16.1.3.4 Selecting the panel of Consulting Teachers.
- 16.1.3.5 Selecting training and/or training providers.
- 16.1.3.6 Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- 16.1.3.7 Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the site principal.
- 16.1.3.8 Making available the panel of Consulting Teachers for selection by the Participating Teacher with the concurrence of the Consulting Teacher.
- 16.1.3.9 Adopting Rules and Procedures to affect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- 16.1.3.10 Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.
- 16.1.3.11 Establishing and maintaining a procedure for application as a Consulting Teacher
- 16.1.3.12 Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.
- 16.1.3.13 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
- 16.1.3.14 Evaluating annually the impact of the PAR program in order to improve the program. This evaluation will be presented to the Governing Board each year.

16.1.4 Records

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

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

16.1.4.3 All documents for the Peer Program will be filed in the personnel office separately from the individual personnel records, except as set forth in this article.

The District agrees to indemnify and hold harmless and provide a defense to any Association-selected member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from their performed functions in Peer Assistance and Peer Review. The Association may retain the right to select its own attorney to represent it in such actions, at Association expense and would then maintain complete control of the litigation.

16.2 Volunteer Participating Teachers (VPT)

16.2.1 Volunteer Participating Teacher is a teacher who volunteers to participate in the PAR program. Volunteer Participating Teachers must receive approval from the Joint Committee in order to participate. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.

16.2.2 Except as provided by law, all communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Joint Committee.

16.3 Referred Participating Teacher (RPT)

16.3.1 A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation as per the standard

Evaluation Article.

16.3.2 A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee, with the concurrence of the Consulting Teacher. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher and approved by the Joint Committee.

16.3.3 The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

16.3.4 The Referred Participating Teacher shall not be eligible for voluntary transfer while he/she remains in the program.

16.4 Consulting Teachers (CT)

16.4.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications.

16.4.1.1 A credentialed classroom teacher with permanent status and at least five years of recent teaching experience.

16.4.1.2 Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, and a mastery of a range of teaching strategies necessary to meet students' needs in different contexts;

16.4.1.3 Ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and in working on school or District committees.

16.4.1.4 The Joint Committee may establish more criteria.

16.4.2 In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:

- A reference from a building principal or immediate supervisor.
- A reference from an Association representative.
- A reference from another classroom teacher.

All applications and references shall be treated with confidentiality.

16.4.3 Consulting Teachers shall be selected by a majority vote of the Joint

Committee following classroom observations by the Joint Committee.

- 16.4.4 A Consulting Teacher shall be provided release time as needed and as approved by the Joint Committee. If the Consulting Teacher works outside of his/her day, for purposes other than working with individual RPT's, (s)he shall be remunerated at the tier 2 stipend rate, if approved by the Joint Committee. The term of the Consulting Teacher shall be three (3) years, and a teacher may not serve in the position for more than one (1) consecutive term. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher, unless the Association agrees in writing to the contrary; such agreement shall not be unreasonably withheld.
- 16.4.5 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive an initial stipend of \$1,500 for the first assigned participating teacher per year. For each additional assigned teacher, the consulting teacher will earn \$500 per teacher served, per year.
- 16.4.6 A Consulting Teacher may not be released for more than 20% of his/her regular assignment
- 16.4.7 The number of Participating Teachers for whom a Consulting Teacher may have responsibilities shall be determined by the Joint Committee. Each Referred Participating Teacher shall receive no less than forty (40) hours of assistance per year from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities, which, in their professional judgment, will assist the Participating Teacher.
- 16.4.8 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program in accordance with Education Code Sections 44500, et seq.
- 16.4.9 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 16.4.10 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written and/or oral reports to the Referred Participating Teacher for discussion and review.
- 16.4.11 The Consulting Teacher shall continue to provide assistance to the Referred

Participating Teacher until the conclusion of the program. At that point, the Consulting Teacher shall prepare a Final Report and submit that Final Report to the Joint Committee. This Final Report shall, in general, be prepared no later than twelve (12) months following the date of the Referred Participating Teacher's referral to this Peer Assistance and Peer Review Program. With agreement from the Joint Committee, this twelve-month period may be extended in six-month increments. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her comment before it is submitted to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response to the Final Report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee and to be represented at this meeting by the Association representative of his or her choice. The Referred Participating Teacher's signing of the Final Report does not necessarily mean agreement, but only that he or she has received a copy of the Final Report.

- 16.4.12 The Consulting Teacher's report on the participation in the program shall be made available to the District for placement in the Participating Teacher's personnel file if referenced by the principal in the annual evaluation. It is understood that the employee has the right to attach the CT's report to any evaluation as a part of their normal response.
- 16.4.13 The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings, or any other litigation arising from the Consulting Teacher's performed duties in Peer Assistance and Peer Review. The Consulting Teacher may choose to retain his or her right to select his or her own attorney to represent him or her in such actions, at his/her own expense
- 16.4.14 The terms of the PAR Program may be open to re-negotiation at the request of either party one (1) year after the implementation of the Program, or at any time by mutual agreement.

ARTICLE XVII

DISCIPLINE LESS THAN DISMISSAL

- 17.1 The Superintendent or his/her designees may initiate discipline against a bargaining unit member for cause. Discipline may include suspension of pay or suspension without pay for up to fifteen (15) days. A copy of any notice of discipline shall be sent to the local office of the California Teachers Association and to the president of the Thermalito Teachers Association.
- 17.2 Prior to any such discipline being imposed, the Superintendent or his/her designee will discuss his/her proposed action and the reasons for the action with the employee, and take into account any response of the employee.

- 17.3 Within five (5) days after the discipline has been imposed, the employee may file a written appeal.
- 17.4 If an appeal is filed, it will be heard by the neutral, agreed-upon person whose decision will be binding. If the parties cannot agree upon a person, the State Mediation and Conciliation Service will be notified and a list of arbitrators shall be obtained. Alternate check-off shall be used to select one from the list if the parties cannot agree upon one.
- 17.5 All aspects of the appropriateness of the discipline imposed shall be within the exclusive jurisdiction of the arbitrator.
- 17.6 The disciplinary proceedings will be confidential.
- 17.7 The fees and expenses of the arbitrator and any cost of the hearing (including, but not limited to, court reporter, transcripts and hearing room) shall be shared equally by the District and the Association.

ARTICLE XVIII
COMPLAINTS AGAINST SCHOOL EMPLOYEES
FROM MEMBERS OF THE PUBLIC

- 18.1 Each complaint against an employee is unique and requires appropriate investigation. The employee shall be notified of the complaint within five days of the administration receiving the complaint unless the circumstances surrounding the complaint would justify a longer notification period. The Superintendent or his/her designee shall interview such persons as he/she determines necessary, including the employee, in order to determine the validity of the complaint. Whenever the Superintendent or his/her designee is interviewing the employee (against whom a complaint has been made) about the complaint, an Association representative may be present, if requested by the employee. Any other evidence deemed pertinent to the issues raised in the complaint shall also be gathered.
- 18.2 At such time as the Superintendent or his/her designee deems appropriate, the Superintendent or his/her designee shall meet with the employee complained of to discuss his/her conclusions regarding the complaint.
- 18.3 If the complaint is deemed to be valid to any extent, the Superintendent or his/her designee may take such action as is deemed appropriate. The person filing the complaint shall be informed of the action taken, if any, as a result of the complaint. The District shall not take any action in the nature of suspension or dismissal based upon a complaint unless either the complainant has put the complaint in writing, or the District has written a memo to the teacher describing the complaint. If the teacher requests a meeting, the District shall attempt to schedule a meeting between the complainant and the teacher.

ARTICLE XIX
ASSURANCES TO TEACHERS

- 19.1 Each new teacher shall be assigned to a school by the Superintendent or his/her designee. The principal or designee of the school shall meet with the teacher prior to the second week the teaching assignment commences, in order to familiarize the teacher with the District's staff and resources; to discuss the teacher's needs for training, assistance and evaluation; and to familiarize the teacher with the school's routine, facilities and staff. At any time thereafter during the probationary period, the teacher may request a meeting with the supervisor for further discussion about these areas of concern, and upon such a request the supervisor shall meet with the teacher.

ARTICLE XX
COMPLETION OF BARGAINING

- 20.1 During each year of this Agreement, negotiations on ARTICLE XIII: SALARY AND FRINGE BENEFITS shall be automatically reopened every year unless there has been a multi-year compensation settlement. In addition, if there is a specific concern, or concerns that either party knows is coming forth, they may submit an official sunshine document so that the other party can prepare appropriately.
- 20.2 Consistent with the interest-based negotiation process, the District and Association agree that the maintenance of a positive employer-employee relationship is important to both parties. Accordingly, during the term of this Agreement, the parties shall also meet to negotiate or problem-solve concerns relative to this Agreement or the workplace.

ARTICLE XXI
SAVINGS PROVISION

- 21.1 If, in the final decision of a court of competent jurisdiction, any part of the provisions of this Agreement is held invalid or outside the scope of representation, such provision shall be void and all other subjects and contents shall remain effective.

ARTICLE XXII
SUMMER SCHOOL

- 22.1 Selection (TA 17-18-02)
- 22.1.1 The teacher selection process will be based upon seniority (within each group), the holding of an appropriate credential, successful experience and/or training in the grade level or subject and commitment to work the entirety of the summer school assignment.
- 22.1.2. Candidates will be grouped as follows: (TA 23-24-01)
- Group A = Teachers who have not taught within the last two summers.

- Group B = Teachers who taught two summers ago but not the last summer.
- Group C = Teachers who taught the previous summer.

22.1.3 The district will allow 50/50 job share assignments if all positions are not filled pursuant to 22.1.1.

22.1.4 The teacher selection process will be initiated by the District with an employment posting which must be circulated on or before April 15th in any year when summer school will be held.

22.2 Salary

22.2.1 The rate of pay for summer school will be the unit member's hourly rate based upon the appropriate placement on the just completed year's salary schedule.

22.2.2. The professional workday includes 15 minutes prior to the start of summer school day and 15 minutes after the summer school dismissal time.

22.3 Other

22.3.1. All work will be paid on a positive work year basis. No provisions exist for paid sick leave, personal necessity or other paid leaves.

22.3.2. Unit members who substitute in the program will be paid the Tier I hourly rate pursuant to Article 13.1.1.3. Current unit members will have priority for use as substitutes.

ARTICLE XXIII **TERM**


23.1 This Agreement shall remain in full force and effect from July 1, 2025, up to and including, June 30, 2028.

TTA/TUESD MASTER AGREEMENT 2025-2028

SIGNATURE PAGE

**THERMALITO UNION ELEMENTARY
SCHOOL DISTRICT**

THERMALITO TEACHERS ASSOCIATION

Signed by:


President, Board of Trustees

5/16/2025

Date

DocuSigned by:


District Superintendent

5/16/2025

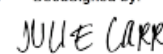
Date

Signed by:


TTA President

5/22/2025

Date

DocuSigned by:


TTA Bargaining Chair

5/27/2025

Date

APPENDIX A1

**Thermalito Union Elementary School District
Certificated Staff (TTA) 2023-24 Salary Schedule
Appendix A1
Board Approved December 14, 2023**

STEP	CLASS I (BA & 0-44)	CLASS II (BA & 45-59)	CLASS III (BA & 60+)
1	68,954	69,951	70,624
2	69,951	70,624	71,726
3	70,624	71,726	74,665
4	71,726	74,665	77,625
5	74,665	77,625	80,553
6	77,625	80,553	83,479
7	80,553	83,479	86,426
8	80,553	86,426	89,348
9	80,553	89,348	92,304
10	80,553	93,552	96,503
11	80,553	96,503	99,431
12	80,553	96,503	102,372
13	80,553	96,503	105,300
14	80,553	96,503	108,341
15	80,553	96,503	112,943
16	80,553	96,503	112,943
17	80,553	96,503	112,943
18	80,553	96,503	116,257
19	80,553	96,503	116,257
20	80,553	96,503	116,257
21	80,553	96,503	119,667
22	80,553	96,503	119,667
23	80,553	96,503	119,667
24	80,553	96,503	123,181
25	80,553	96,503	123,181
26	80,553	96,503	123,181
27	80,553	96,503	126,801
28	80,553	96,503	126,801
29	80,553	96,503	126,801
30	80,553	96,503	130,532

Notes:

1) Add 1.5% to base salary for Master's degree, Doctoral Degree, National Certification.

2) Increase of 6.5% from the 2022-23 fiscal year, retroactive to July 1, 2023

3) Annual District Contribution for Health and Welfare Benefits is \$12,500 (increase of \$500 per year from 2022-23, retroactive to July 1, 2023)

APPENDIX A2

**Thermalito Union Elementary School District
Certificated Staff (TTA) 2023-24 Preschool Salary Schedule
Appendix A2
Board Approved December 14, 2023**

	** STEP **						
POSITION	1	2	3	4	5	6	7
Preschool Master Teacher	27.64	29.01	29.90	31.40	32.97	34.59	36.33
Preschool Site Supervisor	31.55	32.49	34.12	35.82	37.59	39.49	41.47

Notes:

1) Add 1.5% to base salary for Master's degree, Doctoral Degree, National Certification.

2) Increase of 6.5% from the 2022-23 fiscal year, retroactive to July 1, 2023

3) Annual District Contribution for Health and Welfare Benefits is \$12,500 (increase of \$500 per year from 2022-23, retroactive to July 1, 2023)

APPENDIX B1

**Thermalito Union Elementary School District
Certificated Staff (TTA) 2024-25 Extra Duty Stipend Salary Schedule**

Appendix B1

Board Approved February 12, 2025

Service Performed	School Site	Unit Value	\$117.16 Per Unit X Unit Value	Payment Frequency
Girls Basketball, 6th	Nelson Avenue	13.0000	\$1,523	Once annually
Girls Basketball, 7th	Nelson Avenue	17.0000	\$1,992	Once annually
Girls Basketball, 8th	Nelson Avenue	17.0000	\$1,992	Once annually
Boys Basketball, 6th - A Team	Nelson Avenue	13.0000	\$1,523	Once annually
Boys Basketball, 7th	Nelson Avenue	17.0000	\$1,992	Once annually
Boys Basketball, 8th	Nelson Avenue	17.0000	\$1,992	Once annually
Volleyball	Nelson Avenue	10.0000	\$1,172	Once annually
Cross Country	Nelson Avenue	10.0000	\$1,172	Once annually
Track	Nelson Avenue	10.0000	\$1,172	Once annually
Sports Club	Nelson Avenue	10.0000	\$1,172	Once annually
Sport Director	Nelson Avenue	14.0000	\$1,640	Once annually
Advance Band/Parades	Nelson Avenue	27.0000	\$3,163	Once annually
Choir	Nelson Avenue	9.0000	\$1,054	Once annually
Student Leadership	Sierra Avenue	5.0000	\$586	Once annually
Student Leadership	Poplar Avenue	5.0000	\$586	Once annually
Student Leadership	Plumas Avenue	5.0000	\$586	Once annually
Student Leadership	Nelson Avenue	10.0000	\$1,172	Once annually
C.J.S.F.	Nelson Avenue	10.0000	\$1,172	Once annually
Yearbook	Nelson Avenue	14.0000	\$1,640	Once annually
BTSA/Induction Support Provider	Districtwide	15.3600	\$1,800	Once annually
Nurse Medi-Cal	Districtwide	25.6000	\$3,000	Once annually
Speech Therapist Medi-Cal Services	Districtwide	12.8000	\$1,500	Once annually
Counselor Medi-Cal Services	Districtwide	8.5500	\$1,002	Once annually

Notes:

- 1) Increase of 6.5% from the 2022-23 fiscal year, retroactive to July 1, 2023*
- 2) Medi-Cal stipends will sunset on June 30, 2027 (TA 24-25-01)*

APPENDIX B2**Thermalito Union Elementary School District
Certificated Staff (TTA) 2024-25 Extra Duty Stipend Salary Schedule****Appendix B2****Board Approved February 12, 2025**

REQUEST FOR PAYMENT				
Service Performed	School Site	Stipend Amount	Completion Date	Check Service Performed
Girls Basketball, 6 th	Nelson Avenue	\$ 1,523		
Girls Basketball, 7 th	Nelson Avenue	\$1,992		
Girls Basketball, 8 th	Nelson Avenue	\$1,992		
Boys Basketball, 6 th – A Team	Nelson Avenue	\$1,523		
Boys Basketball, 7 th	Nelson Avenue	\$1,992		
Boys Basketball, 8 th	Nelson Avenue	\$1,992		
Volleyball	Nelson Avenue	\$1,172		
Cross Country	Nelson Avenue	\$1,172		
Track	Nelson Avenue	\$1,172		
Sports Club	Nelson Avenue	\$1,172		
Sports Director	Nelson Avenue	\$1,640		
Advance Band/Parades	Nelson Avenue	\$3,163		
Choir	Nelson Avenue	\$1,054		
Student Leadership	Sierra Avenue	\$586		
Student Leadership	Poplar Avenue	\$586		
Student Leadership	Plumas Avenue	\$586		
Student Leadership	Nelson Avenue	\$1,172		
C.J.S.F.	Nelson Avenue	\$1,172		
Yearbook	Nelson Avenue	\$1,640		
BTSA/Induction Support Provider	Districtwide	\$1,800		
Nurse Medi-Cal Services	Districtwide	\$3,000		
Speech Therapist Medi-Cal Services	Districtwide	\$1,500		
Counselor Medi-Cal Services	Districtwide	\$1,002		

I hereby request that the above noted extra duty assignment stipend be paid.

Printed Name: _____

ID Number: _____

Employee Signature: _____

Athletic Director Signature (if applicable): _____

Principal Signature: _____

APPENDIX C1

APPLICATION TO RECEIVE CATASTROPHIC LEAVE TIME

(As per Article 11.2 Donated Catastrophic Leave of the
TUESD/TTA Collective Bargaining Agreement)

Member Recipient (Donee): _____ Date _____

Employee ID # _____ Fiscal Year _____

School Site Location _____ Full-time _____ Part-time _____

I have exhausted all appropriate fully paid leaves available to me due to the following illness/injury:*

My first day of leave for this illness/injury was: _____

I hereby request the District Catastrophic Leave Committee to approve the establishing of a catastrophic leave pool in my name to be used by me as necessary for catastrophic leave time consistent with provisions of Education Code Section 44043.5. I understand that this time can be used only in full day increments.

Signature of Employee (Donee)

Date

This is a voluntary program. Certificated Administrators may participate in both the donation and receiving of catastrophic leave under the same terms outlined in Article 11.2 Donated Catastrophic Leave.

* * * * *

This request to use catastrophic leave time from the above named pool was approved ☐ / denied ☐
by:

Thermalito Teachers Association (initial)

Thermalito Administrators (initial) on _____

In accordance with the employees' Collective Bargaining Agreement, I hereby authorize the District to implement a catastrophic leave pool for _____ (Employee) for his/her use as catastrophic leave as needed for illness/injury. Any unused catastrophic leave time will be returned to the sick leave donor(s) on a basis agreed upon between Thermalito Teachers Association and the District.

President, Thermalito Teachers Association

Date

cc: TTA President
Payroll Department

c:\word\tta\sickleav.rec
Board Approved 11-4-96

APPENDIX C2

APPLICATION TO DONATE CATASTROPHIC LEAVE TIME

(As per Article 11.2 Donated Catastrophic Leave of the
TUESD/TTA Collective Bargaining Agreement)

Unit Member Contributor (Donor): _____ Date _____

School Site Location _____ Full-time _____ Part-time _____

I hereby request the District Catastrophic Leave Committee to approve the donation of _____ day(s) of my accumulated and unused leave available as of 6/30/____ to be deposited to the sick leave pool established for (employee). I understand that this donation is not to exceed a total of ten (10) days. A maximum of one day (7 hours) must be donated but donations may be made in one (1) hour increments thereafter. If there remains any donated but unused catastrophic leave in this pool, the days shall be returned to the employee(s) who donated the days on a basis agreed upon between the Association and the District.

Signature of Donor Employee Date _____

This request to donate catastrophic leave time from the above-named donor was approved by the Thermalito Teachers Association on _____. In accordance with Article 11.2 of the Collective Bargaining Agreement, I hereby authorize the District to deposit this donation of catastrophic leave time in the pool for _____ (employee).

President, Thermalito Teachers Association Date _____

* * * * *

VERIFICATION OF DONATED CATASTROPHIC LEAVE TIME

To Donor Employee:

Your catastrophic leave time has been decreased by _____ day(s) to implement the above requests. Please retain this verification sheet for your records.

Payroll Signature _____

cc: Payroll Department
(Payroll will send verified copy to Donor Employee.)

c:\word\tta\sickleave.don
Board Approved 11-4-96

APPENDIX D

Thermalito Union Elementary School District
CERTIFICATED EVALUATION - TIMELINE AND PROCEDURES

Date	What	Who	Forms	Procedures for Implementation
By October 1	Notice to Unit Members (Contract Section 9.4)	<ul style="list-style-type: none"> Temporary Status Teachers Probationary Status Teachers Permanent Status Teachers Scheduled for Formal Evaluation 	<ul style="list-style-type: none"> Teacher Performance Standards, Supporting Rubrics 	<ol style="list-style-type: none"> Use Staff Evaluation List provided by district office to determine unit members who are scheduled for evaluation Notify unit members in writing they are scheduled for evaluation. Provide unit members with copies of: <ul style="list-style-type: none"> Teacher Performance Standards Supporting Rubrics Name of staff member who will provide support <p>Make available to teachers:</p> <ul style="list-style-type: none"> Evaluation Contract Language
By October 1	Alternative Evaluation	Members Eligible To Participate	Alternative Evaluation Request	Submit to Site Principal/Evaluator
By October 15	Pre-Conference (Contract Section 9.5)	<ul style="list-style-type: none"> Unit members scheduled for Formal Evaluation 	<ul style="list-style-type: none"> Certificated Form For Goals Setting 	Meet individually with teachers being evaluated to establish the Standards to be achieved during the evaluation period and to develop a formal evaluation plan (must contain a minimum of 2 formal classroom observations)
By October 15	Alternative Evaluations	Members Approved To Participate	Acceptance Form	
By December 1	Interim Evaluation	<ul style="list-style-type: none"> Temporary Status Teachers Probationary 1 and 2 Status Teachers 	<ul style="list-style-type: none"> Classroom Observation Formal Evaluation Summary Rating 	Meet individually with teachers being evaluated to check in on strengths and areas of needed improvement.
By February 1	Alternative Evaluation Summary	<ul style="list-style-type: none"> Participating Teachers 		Informal check-in summary of progress
By March 1	Formal Evaluation Summary	<ul style="list-style-type: none"> Probationary 2 Status Teachers 	<ul style="list-style-type: none"> Formal Evaluation Summary Rating 	Final evaluation conference for P2 <ul style="list-style-type: none"> Recommendation for reemployment OR non-re-election finalized Forward all evaluation documents to Superintendent
By May 1	Alternative Evaluation Summary	<ul style="list-style-type: none"> Participating Teachers 		Alternative evaluation summary completed and turned in to administrator.
By May 1	Formal Evaluation Summary	<ul style="list-style-type: none"> Temporary Status Teachers Probationary 1 Status Teachers 	<ul style="list-style-type: none"> Formal Evaluation Summary Rating 	Submit complete evaluation packets to District Office

APPENDIX E – Teaching Standards

I. MONITORING STUDENT SUCCESS

- (A) The teacher regularly assesses and provides feedback on student progress to student and parents.
 (B) The teacher uses assessment information effectively in making instructional decisions.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Collecting and using multiple sources of information to assess student learning.	No link of assessment with District Standards	Teacher is familiar with District Standards and can occasionally link assessment to District Standards.	Teacher can describe how assessment tool is linked to District Standards.	Teacher can create assessment tools which articulate District Standards
	Selection of assessment tools and information is limited to feedback from paper and pencil activities.	Selection of assessment tools is appropriate in some subject areas.	Teacher selects and uses assessment tools which match and support goals for individual student learning.	Teachers educate students in assessment tools and students have the opportunity to select tools for self-assessment.
	No regular assessment of student performance.	Evaluates students by teacher input and publishers tests. Uses primarily paper and pencil assessment but begins to use student performance assessment.	Collects assessment information from a variety of sources e.g. - Standardized tests - Diagnostic tools (running record, observation survey) - Developmental assessments (rubrics) - Teacher-made assessment materials	Collects assessment information from a variety of sources. Uses those listed previously and adds: - portfolios of student work - Family information - Observation (kid watching) - Whole child information such as motivation, collaboration, attendance patterns, learning modalities - Frequent reflection

APPENDIX E – Teaching Standards

I. MONITORING STUDENT SUCCESS

- (A) The teacher regularly assesses and provides feedback on student progress to student and parents.
 (B) The teacher uses assessment information effectively in making instructional decisions.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Communicating with students, families, and other audiences about student progress.	Does not send home appropriate reporting mechanisms.	Assessment information is communicated to students and parents through standard reporting mechanisms such as progress reports and report cards.	Assessment information is communicated to student as a regular part of teaching and to their families through conferences or regular contact.	Assessment information is communicated regularly to students and parents through a variety of means and students have the opportunity to share their learning with others.
	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students have the opportunity to make prompt use of the feedback.
	Feedback is either not provided or is of uniformly poor quality. Communicates only for negative problems or reasons.	Feedback is inconsistent in quality. Communicates for positive reasons infrequently.	Feedback is consistently high quality. Communicates occasionally for both positive and negative reasons.	Feedback is consistently of high quality and includes both positive and negative aspects.
	Communicates with parents only at formal conferences or conferences scheduled by counselors or administrators.	Communicates with parents beyond formal conferences occasionally.	Communicates with parents frequently in a variety of ways (formal and informal)	Includes students and their families as partners in the assessment process.

I. MONITORING STUDENT SUCCESS

- (A) The teacher regularly assesses and provides feedback on student progress to student and parents.
 (B) The teacher uses assessment information effectively in making instructional decisions.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Using the results of assessment to adjust for student needs.	Teacher adheres rigidly to lesson plans or publisher recommendations with little awareness of need to adapt. Concentration on "covering the material".	Teacher's plans are somewhat flexible due to an awareness of need to adapt.	Based on informal assessment, teacher uses lesson plan flexibly to capitalize on opportunities or problems (teachable moment).	Teacher acts as a facilitator for student assessment of learning and planning for own learning.
	Teacher plans activities with little awareness of outcomes and success, has a dominant instructional strategy and does not deviate. Content is not delivered or delivered once only.	Teacher occasionally plans activities with awareness of outcomes and success, begins to explore more effective teaching strategies, and infrequently revisits content.	Based on assessment analysis, teacher establishes learning outcomes and success indicators, plans more effective ways of teaching subject matter concepts and processes, and determines when and how to revisit content.	Concepts and skills are embedded in content areas. Teacher's choice of instructional strategies and techniques are based on assessment data and are integrated with content area.
Involving and guiding students in assessing their own learning.	All assessment is teacher directed and does not involve students input.	Occasionally asks questions to reflect on learning.	Models and provides opportunities for students to self-reflect.	Self-reflection is the norm for student behavior.
	Subjective teacher evaluation of student performance.	Teacher begins to involve students in assessing against a standard.	Teacher enables students to report reasons why they receive a particular score.	Teacher enables understanding of the purpose and processes of assessment.
	Teacher does not communicate grading procedures to students.	Teacher occasionally communicates grading procedures.	Teacher enables student understanding of performance against a standard.	Teacher enables students to create tools for self/peer assessment against a standard.

APPENDIX E – Teaching Standards

II. ESTABLISHMENT & MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT

- (A) The teacher is able to orchestrate learning in a group setting.
(B) The teacher motivates and engages students in learning.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
The teacher is able to orchestrate learning in a group setting.	Tasks for group work are not organized resulting in off-task behavior when teacher works with one group.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher works with one group.	Tasks for groups are organized and groups are managed so most students are engaged at all times.	Groups work independently and are productively engaged at all times with students assuming responsibility for productivity.
	Teacher does not respond to unsafe behavior in the classroom.	Teacher responds inconsistently to unsafe behavior in the classroom.	Teacher provides a safe, supporting environment.	The teacher accentuates a safe, supportive environment.
	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operation.
	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly with little loss of instructional time.	Routines for handling materials and supplies are seamless with students assuming some responsibility for efficient operation.
	Considerable instructional time is lost in performing classroom procedures.	Systems for performing classroom procedures are efficient, resulting in little loss of instructional time.	Efficient systems for performing classroom procedures are in place, resulting in minimal loss of instructional time.	Systems for performing classroom procedures are well established with students assuming considerable responsibility for efficient operation.

APPENDIX E – Teaching Standards

II. ESTABLISHMENT & MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT

- (A) The teacher is able to orchestrate learning in a group setting.
 (B) The teacher motivates and engages students in learning.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
The teacher motivates and engages students in learning.	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities interactions and the classroom environment convey high expectations for student achievement.	Both students and teacher establish and maintain thorough planning of learning activities and interactions. Classroom environment conveys high expectation for all students.
	Teacher conveys a negative attitude toward content suggesting that content is not important or other mandate it.	Teacher communicates importance of the work but with little convictions and only minimally apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their participation, curiosity and attention to detail that they value the content's importance.
	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students.	Teacher-student interactions are generally appropriate but may reflect inconsistencies, favoritism, or disregard for students' cultures.	Teacher-student interactions are friendly and demonstrate general caring, warmth, and respect. Such interactions are appropriate to developmental and cultural norms.	Teacher demonstrates genuine caring, and respect for individual students. Students exhibit respect for teacher as an individual, beyond what is expected for the role.
	Teacher engages students in irrelevant activities.	Most of the time, teacher engages students in relevant activities.	The teacher provides relevant activities that provide many opportunities for students to be successful.	The teacher provides meaningful classroom experiences and opportunities that allow all students to experience success with challenging and creative work.

APPENDIX E – Teaching Standards

II. ESTABLISHMENT & MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT

- (A) The teacher is able to orchestrate learning in a group setting.
 (B) The teacher motivates and engages students in learning.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
The teacher motivates and engages students in continued learning.	Teacher remains behind the desk and does not engage with students during learning.	Teacher primarily teaches them in "front of the room."	Teacher places self in proximity to most students.	The Teacher maximizes instruction and student control by moving freely about the room.
Teacher is able to monitor and respond to student behavior.	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the students' dignity.	Teacher attempts to respond to misbehavior but with uneven results, no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the students' dignity, student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to students' individual needs, student behavior is entirely appropriate.

III. ADHERENCE TO CURRICULAR OBJECTIVES

(A)	The teacher makes knowledge accessible to all students based on the recognition of individual differences and employs effective practices with diverse groups.
(D)	The teacher is in command of his/her subject(s), understands the relevant information and central organizing concepts when planning short and long-term objectives and goals.
(E)	Teacher plans for instruction, adheres to District curricula/standards and State frameworks; and maintains a balanced instructional schedule.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Knowledge of characteristics of age group.	Teacher demonstrates minimal knowledge of developmental characteristics of age group.	Teacher demonstrates generally accurate knowledge of developmental characteristics of age group.	Teacher demonstrates understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Teacher demonstrates thorough understanding of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
Knowledge of students' varied approaches to learning.	Teacher is unfamiliar with the different learning styles exhibited by students, such as modalities and different "intelligences."	Teacher demonstrates general understanding of the different learning styles that students exhibit.	Teacher demonstrates solid understanding of the different learning styles that different students exhibit.	Teacher uses, where appropriate, knowledge of students' varied learning styles in instructional planning.
Knowledge of students' skills and knowledge.	Teacher demonstrates lack of understanding of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interest and cultural heritage but demonstrates this knowledge for the class only as a whole.	Teacher demonstrates thorough knowledge of students' skills and knowledge of groups of students, including those with special needs, and recognizes the value of this knowledge.	Teacher demonstrates thorough understanding of students' skills and knowledge for each student.
Knowledge of students' interests and cultural heritage.	Teacher demonstrates lack of knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests and cultural heritage but demonstrates this knowledge for the class only as a whole.	Teacher demonstrates knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.	Teacher demonstrates thorough understanding of the interests and cultural heritage of each student.

APPENDIX E – Teaching Standards

III. ADHERENCE TO CURRICULAR OBJECTIVES

- (A) The teacher makes knowledge accessible to all students based on the recognition of individual differences and employs effective practices with diverse groups.
- (B) The teacher is in command of his/her subject(s), understands the relevant information and central organizing concepts when planning short and long-term objectives and goals.
- (C) Teacher plans for instruction, adheres to District curricula/standards and State frameworks; and maintains a balanced instructional schedule.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
High expectations for students.	Goals are not valuable and represent low expectations or do not reflect important learning.	Goals are moderately valuable with minimal expectations.	Goals are valuable with high expectations and reflect important learning.	Not only are goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clear goals.	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.	Goals are clear, written in the form of student learning, and permit viable methods of assessment.
Suitability for diverse students.	Goals are not suitable for the class.	Goals are generally suitable for most students in the class.	Goals are suitable for students in the class.	Goals take into account the varying leaning needs of individual students or groups.
Instructional materials and resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	Materials and resources support the instructional goals, and engage students in meaningful learning.	Materials and resources support the instructional goals, and engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.

III. ADHERENCE TO CURRICULAR OBJECTIVES

- (A) The teacher makes knowledge accessible to all students based on the recognition of individual differences and employs effective practices with diverse groups.
- (B) The teacher is in command of his/her subject(s), understands the relevant information and central organizing concepts when planning short and long-term objectives and goals.
- (C) Teacher plans for instruction, adheres to District curricula/standards and State frameworks; and maintains a balanced instructional schedule.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Lesson and unit structure.	The lesson or unit has no clearly defined structure. Time allocations are non-existent or unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure around which activities are organized. Time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.
Resources for teaching.	Teacher is unaware of resources available through the school or district.	Teacher demonstrates limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school or district.	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources of students.	Teacher is unaware of resources available to assist students who need them.	Teacher demonstrates limited awareness of resources available through the school or district.	Teacher is fully aware of all resources available through the school for district and knows how to gain access for students.	In addition to being aware of school and district resources, teacher is aware of additional resources available through the community and knows how to gain access for students.

IV. INSTRUCTIONAL TECHNIQUES & STRATEGIES

- (A) The teacher uses appropriate instructional strategies to convey content.
 (B) The teacher makes instructional decisions based on theory and experience, asking for and/or responding to assistance when appropriate.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Uses a variety of instructional strategies that actively engage students in learning.	Relies on only one instructional strategy or grouping technique.	Beginning to use a variety of learning structures and strategies that support the students' learning process and increase their capacity to learn from each other.	Frequently uses a variety of learning structures and strategies that support students' learning process and increase their capacity to learn from each other.	Consistently involves all students in appropriate learning, problem solving and decision-making strategies.
		Beginning to use several groupings (i.e. whole group, small groups) that encourage individual and collaborative learning within the regular day.	Frequently uses multiple groupings that encourage individual and collaborative learning within the regular day.	Consistently uses multiple groupings that encourage individual and collaborative learning throughout the regular day.
Use of instructional materials and resources.	Instructional materials and resources are inappropriate to the instructional goals or do not engage students.	Instructional materials and resources are partially appropriate to the instructional goals, or student's level of engagement is moderate.	Instructional materials and resources are appropriate to the instructional goals and engage students.	Instructional materials and resources are appropriate to the instructional goals and engage students. Teacher provides the opportunity for students to initiate the choice, adaptation, or creation of materials to enhance their own purposes.

IV. INSTRUCTIONAL TECHNIQUES & STRATEGIES

- (A) The teacher uses appropriate instructional strategies to convey content.
 (B) The teacher makes instructional decisions based on theory and experience, asking for and/or responding to assistance when appropriate.

Element	LEVEL OF PERFORMANCE			
Uses appropriate instructional strategies and assignments.	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
	Activities and assignments are inappropriate for student needs.	Some activities and assignments are appropriate to students and engage them but are applied inconsistently.	Most activities and assignments are appropriate to students and are designed to engage them in learning.	All students are cognitively engaged in the activities and assignments in their exploration of content. Teacher provides the opportunity for students to initiate or adapt activities and projects to enhance understanding.
	When a student has difficulty learning, the teacher wither gives up or blames the student or the environment for the student's lack of success.	Teacher accepts responsibility for the success of all students but has a limited repertoire of instructional strategies to use.	Teacher, possessing a moderate repertoire of strategies, persists in seeking approaches for students who have special learning needs.	Teacher, using an extensive repertoire of strategies and soliciting additional resources from the school, persists in seeking effective approaches for all students who need help.

APPENDIX E – Teaching Standards

V. PERFORMANCE OF NON-INSTRUCTIONAL DUTIES/RESPONSIBILITIES

- (A) The teacher participates in professional growth activities to expand his/her repertoire and uses new knowledge and skill to improve his/her teaching.
 (B) The teacher participates in non-instructional duties and responsibilities including supervision, participatory, and advisory duties.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Participation in professional development activities to enhance content knowledge & pedagogical skill.	Teacher does not actively engage in professional development activities to enhance knowledge or skill.	Teacher actively participates in professional activities when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct action research in his/her classroom.
			Participation in professional development activities leads to insights about how to modify lessons, curriculum and assessment to support the needs of all students.	Participation in professional development activities lead to lesson modification, curriculum improvement and/or assessment changes to meet the needs of all students.
Reflecting on Teaching and Continuous Improvement.	Teacher does not know if a lesson was effective or achieved its goal, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite specific examples to support the judgment.
	The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.	The teacher reflects on some lessons and areas of concern in his or her teaching practice, assess growth in these areas with assistance, and may use reflection to plan professional development.	The teacher reflects on his or her teaching practice in relating to areas of concern and student learning, assesses growth over time, and may use reflection to plan professional development.	The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, assesses growth over time, and plans professional development based on reflection.

V. PERFORMANCE OF NON-INSTRUCTIONAL DUTIES/RESPONSIBILITIES

- (A) The teacher participates in professional growth activities to expand his/her repertoire and uses new knowledge and skill to improve his/her teaching.
 (B) The teacher participates in non-instructional duties and responsibilities including supervision, participatory, and advisory duties.

Element	LEVEL OF PERFORMANCE			
	Progress Not Evident	Progress Evident	Meets Standards	
			Proficient	Distinguished (comments only)
Working collaboratively with others to improve teaching/learning for all students.	Teacher is unwilling to meet and discuss individual student needs with parents, colleagues, administration, etc.	Teacher maintains relationships with parents, colleagues, administration, etc. to fulfill the duties that the school or district requires.	Teacher's relationships with parents, colleagues, administration, etc. are characterized by support and cooperation.	Teacher's relationships with parents, colleagues, administration, etc. are characterized by support and cooperation. Teacher takes initiative in assuming leadership among the faculty.
Participation in non-instructional duties/responsibilities.	Teacher rarely participates in school meetings, activities or meets other related responsibilities. Teacher does not meet contractual requirements.	Teacher usually attends and participates in school meetings, activities, or usually performs other related responsibilities.	Teacher consistently participates in school meetings and activities and begins to provide leadership in the planning of these events.	Teacher consistently participates in school meetings and activities and consistently takes leadership in planning for activities and meetings.
			Teacher consistently performs other related responsibilities.	Teacher consistently exceeds expectations for related school responsibilities.

APPENDIX F1

**Thermalito Union Elementary
School District**

FORM FOR GOAL SETTING

(Use this form at the Pre-conference and Evaluation Plan Meeting held no later than October 15)

Teacher Name: _____ School: _____ Grade: _____	<p style="text-align: center;"><u>Check One</u></p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Probationary 2 </div> <div> <input type="checkbox"/> Permanent <input type="checkbox"/> Temporary </div> </div>
--	--

Please check the standards covered by this assessment and prior assessment reports:

1. MONITORING STUDENT SUCCESS
a. The teacher regularly assesses and provides feedback on student progress to students and parents.
b. The teacher uses assessment information effectively in making instructional decisions.
Additional Goals/Comments
2. ESTABLISHMENT & MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT
a. The teacher is able to orchestrate learning in a group setting.
b. The teacher motivates and engages students in learning.
Additional Goals/Comments
3. ADHERENCE TO CURRICULAR OBJECTIVES
a. The teacher makes knowledge accessible to all students based on the recognition of individual differences and employs practices with diverse groups
b. The teacher is in command of his/her subject(s), understands the relevant information and central organizing concepts when planning short and long-term goals and objectives.
c. Teacher plans for instruction, adheres to District curricula/standards and State frameworks and maintains a balanced instructional schedule.
Additional Goals/Comments
4. INSTRUCTIONAL TECHNIQUES & STRATEGIES
a. The teacher uses appropriate instructional strategies to convey content.
b. The teacher makes instructional decisions based on theory and experience, asking for and/or responding to assistance when appropriate.
Additional Goals/Comments
5. PERFORMANCE OF NON-INSTRUCTIONAL DUTIES/RESPONSIBILITIES
a. The teacher participates in professional growth activities to expand his/her repertoire and uses new knowledge and skill to improve his/her teaching.
b. The teacher participates in non-instructional duties and responsibilities including supervision, participatory and advisory duties.
Additional Goals/Comments

Evaluator's Signature Date

Teacher's Signature Date

APPENDIX F2

Thermalito Union Elementary
School District**OBSERVATION FORM**

(Use this form at the classroom observations as per Article 9.6)

Teacher Name: _____ Date: _____	<u>Check One</u> <input type="checkbox"/> Probationary 1 <input type="checkbox"/> Permanent <input type="checkbox"/> Probationary 2 <input type="checkbox"/> Temporary	E = Evident NE = Not Evident N/A = Not applicable
School: _____ Grade/Subject: _____		

1. MONITORING STUDENT SUCCESS	E	NE	N/A
a. The teacher regularly assesses and provides feedback on student progress to students and parents.			
b. The teacher uses assessment information effectively in making instructional decisions.			
Evidence: _____			
2. ESTABLISHMENT & MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT	E	NE	N/A
a. The teacher is able to orchestrate learning in a group setting.			
b. The teacher motivates and engages students in learning.			
Evidence: _____			
3. ADHERENCE TO CURRICULAR OBJECTIVES	E	NE	N/A
a. The teacher makes knowledge accessible to all students based on the recognition of individual differences and employs practices with diverse groups			
b. The teacher is in command of his/her subject(s), understands the relevant information and central organizing concepts when planning short and long-term goals and objectives.			
c. Teacher plans for instruction, adheres to District curricula/standards and State frameworks and maintains a balanced instructional schedule.			
Evidence: _____			
4. INSTRUCTIONAL TECHNIQUES & STRATEGIES	E	NE	N/A
a. The teacher uses appropriate instructional strategies to convey content.			
b. The teacher makes instructional decisions based on theory and experience, asking for and/or responding to assistance when appropriate.			
Evidence: _____			
5. PERFORMANCE OF NON-INSTRUCTIONAL DUTIES/RESPONSIBILITIES	E	NE	N/A
a. The teacher participates in professional growth activities to expand his/her repertoire and uses new knowledge and skill to improve his/her teaching.			
b. The teacher participates in non-instructional duties and responsibilities including supervision, participatory and advisory duties.			
Evidence: _____			

Evaluator's Signature_____
Date_____
Teacher's Signature_____
Date☐ Evaluators Notes Attached.☐ Teacher Response Attached.

APPENDIX F3

Thermalito Union Elementary
School District
FORMAL EVALUATION SUMMARY RATING

	<u>Check One</u> <input type="checkbox"/> Probationary 1 MS = Meets Standards <input type="checkbox"/> Probationary 2 PE = Progress Toward Standards Evident <input type="checkbox"/> Temporary NE = Progress Toward Standards Not Evident <input type="checkbox"/> Permanent	
Teacher Name		
School	Grade	

1. MONITORING STUDENT SUCCESS	MS	PE	NE
a. The teacher regularly assesses and provides feedback on student progress to students and parents			
b. The teacher uses assessment information effectively in making instructional decisions.			
<u>Comments:</u>			
2. ESTABLISHING & MAINTENANCE OF SUITABLE LEARNING ENVIRONMENT	MS	PE	NE
a. The teacher is able to orchestrate learning in a group setting.			
b. The teacher motivates and engages students in learning.			
<u>Comments:</u>			
3. ADHERENCE TO CURRICULAR OBJECTIVES	MS	PE	NE
a. The teacher makes knowledge accessible to all students based on the recognition of individual differences and employs practices with diverse groups			
b. The teacher is in command of his/her subject(s), understands the relevant information and central organizing concepts when planning short and long-term goals and objectives.			
c. Teacher plans for instruction, adheres to District curricula/standards and State frameworks; maintains a balanced instructional schedule.			
<u>Comments:</u>			
4. INSTRUCTIONAL TECHNIQUES & STRATEGIES	MS	PE	NE
a. The teacher uses appropriate instructional strategies to convey content.			
b. The teacher makes instructional decisions based on theory and experience, asking for and/or responsible to assistance when appropriate.			
<u>Comments:</u>			
5. PERFORMANCE OF NON-INSTRUCTIONAL DUTIES/RESPONSIBILITIES	MS	PE	NE
a. The teacher participates in professional growth activities to expand his/her repertoire and uses new knowledge and skill to improve his/her teaching.			
b. The teacher participates in non-instructional duties and responsibilities including supervision, participatory, and advisory duties.			
<u>Comments:</u>			

APPENDIX F3

Thermalito Union Elementary
School District
FORMAL EVALUATION SUMMARY RATING

Evaluator comments (continued):

Evaluator Comments (continued):

Teacher's Comments:

Teacher's Comments:

FORMAL EVALUATION SUMMARY RATING

<input type="checkbox"/> Meets Standards	<input type="checkbox"/> Progress Toward Standards Evident
<input type="checkbox"/> Progress Toward Standards Not Evident	<input type="checkbox"/> Unsatisfactory

* For definition of an overall "Unsatisfactory" rating see 9.7.2 of the evaluation article

Evaluator's Signature

Date

Teacher's Signature

Date _____

☐ Teacher's Response Attached.

APPENDIX F4

Thermalito Union Elementary
School District

**ADDENDUM TO THE FORMAL EVALUATION SUMMARY
CERTIFICATED PERFORMANCE IMPROVEMENT PLAN**

Name: _____ Position: _____ School: _____

Evaluator: _____ Date: _____

Date of Initiation: _____ Date of Completion: _____

Improvement Plan:

A) Specific Areas Needing
Improvement: _____

B) Improvement Required	Assistance Provided By:	C) Target Date	D) Indicator(s) of Accomplishments	Completion Confirmed by Evaluator

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

Comments: _____

Evaluator's Signature _____ Date _____

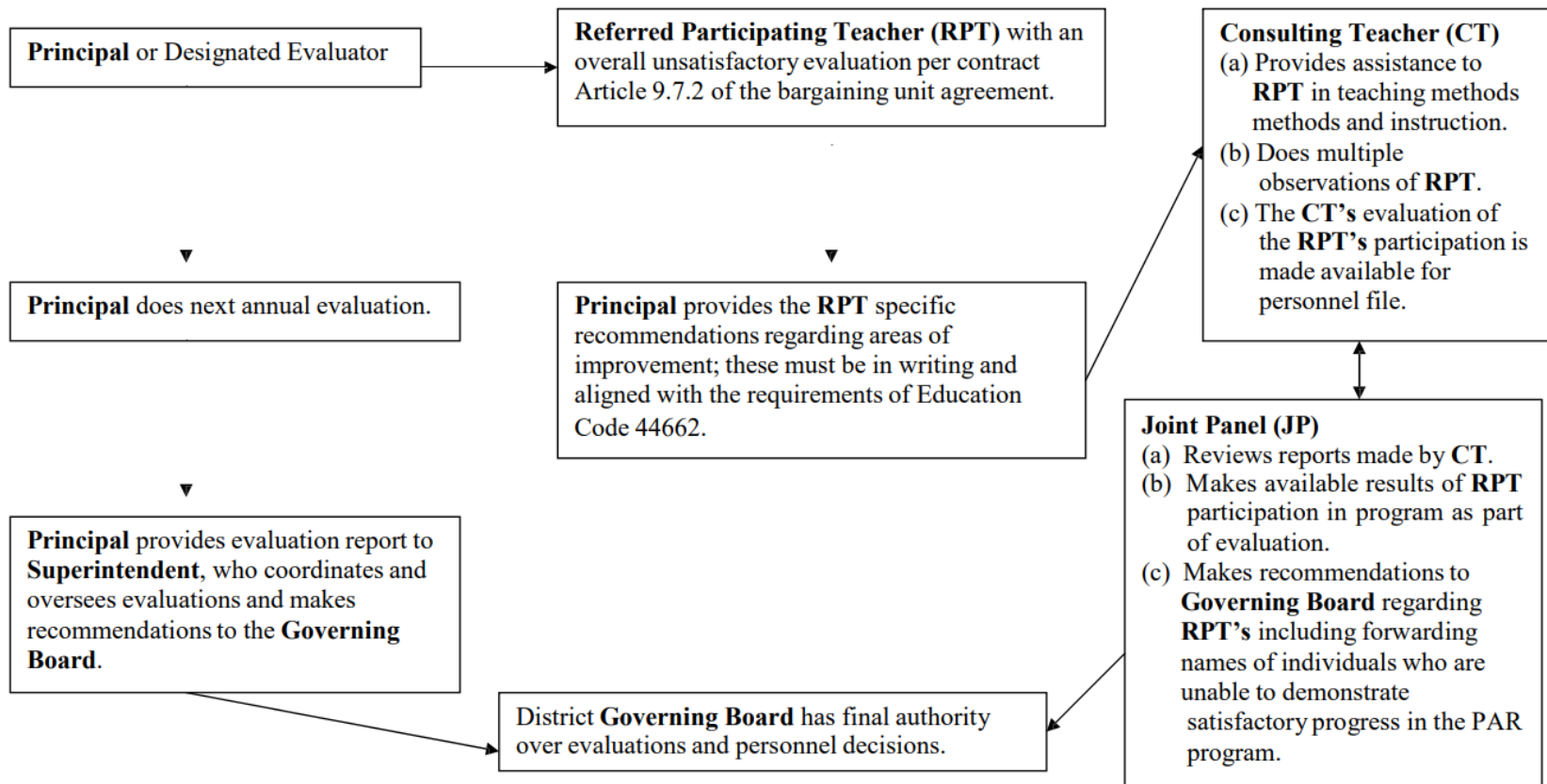
Teacher's Signature _____ Date _____

☐ Additional pages

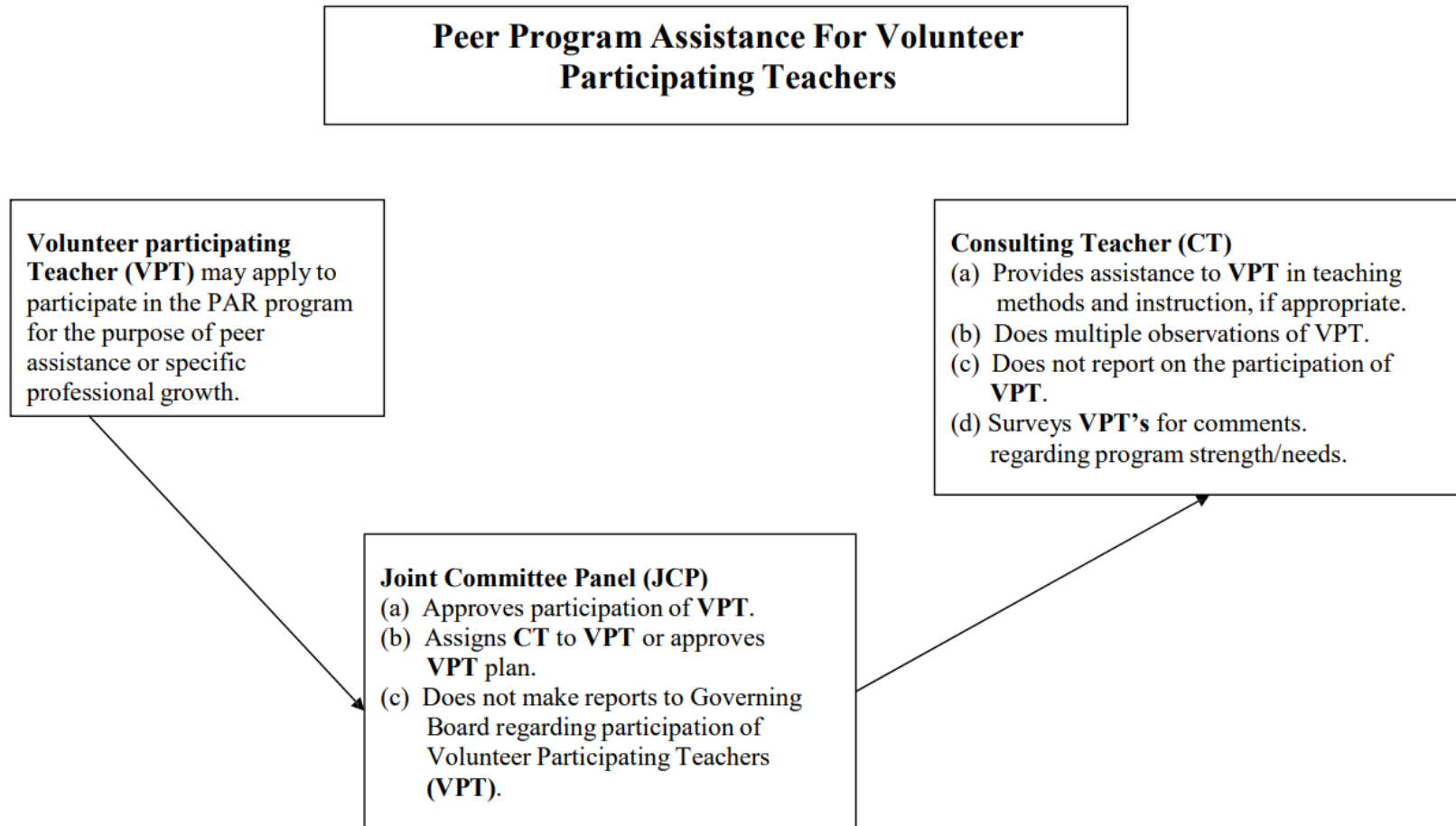
The Evaluatee has the right to initiate a written response to the evaluation and to have the response become a permanent attachment to the evaluation.

Thermalito Union Elementary School District Diagram 1

Peer Program Structure For Referred Participating Teachers With Unsatisfactory Evaluations



Thermalito Union Elementary School District Diagram 2



**Thermalito Union Elementary
School District
Alternative Evaluation Summary**

1. Teacher: _____ 2. Status: _____

3. Site: _____ 4. Supervisor: _____

The undersigned agree that the unit member listed above shall participate in the Alternative Evaluation program for the year: _____

Date: _____

Unit Member

Supervisor

5. Description of alternative evaluation plan (to be filled out by unit member):

6. Check-in dates: _____

7. I certify that I have successfully completed the above evaluation plan.

Unit Member's Signature

Date

8. I certify that the unit member has satisfactorily completed the above evaluation plan.

Supervisor

Date

APPENDIX I

THERMALITO UNION ELEMENTARY

SCHOOL DISTRICT

Master Contract Article 9.2.1

Five Year Evaluation Option

Given that bargaining unit members who meet certain conditions may qualify for a five year evaluation cycle, I hereby request the opportunity to utilize this option.

Requested by: ☐ Unit Member
☐ Administrator

Approved ☐ / Denied ☐ by:

Bargaining Unit Member's Signature

Evaluator's Signature

Print Name

Print Name

Date

Date

To: Evaluator

Please check with the superintendent's office to secure the date of the last formal evaluation for this employee. The next evaluation will be due five years from the date of the last evaluation.

File: Unit member
Evaluator
Personnel File

Form Rev. 11-29-06

APPENDIX J1

Level 1 Grievance Form
Thermalito Union Elementary
School District
Thermalito Teachers Association
Grievance # _____

Date Submitted: _____

Grievant: _____

Designated Representative: _____

Contact Information: _____

Appropriate Supervisor: _____

Date Grievance Occurred or Was Known: _____

Contract Article Alleged to Have Been Violated: _____

Informal Conference Held On: _____

Statement of Grievance:

Remedy Sought:

Suggested Level 1 Conference Dates: _____

Submitted By: _____
Representative Signature

Received By: _____
12/04/08

Date: _____

APPENDIX J2

Level 2 Grievance Form
Thermalito Union Elementary
School District
Thermalito Teachers Association
Grievance # _____

Date Submitted: _____

Grievant: _____

Designated Representative: _____

Date Level 1 Conference Held: _____

Date Response Received: _____

Statement of Grievance:

Remedy Sought:

Suggested Level 2 Conference Dates: _____

Submitted By: _____
Representative Signature

Received By: _____ Date: _____

12/04/08

APPENDIX J3

Level 3 Grievance Form
Thermalito Union Elementary
School District
Thermalito Teachers Association
Grievance # _____

Date Submitted: _____

Grievant: _____

Date Level 2 Conference Held: _____

Date Response Received: _____

Please consider this the Association's official request under Article 15.3.3 to submit the above referenced grievance to mediation. Please submit a request to the CSMCS for an assigned mediator.

Submitted By: _____ Representative Signature

Received By: _____

Date: _____

12/04/08

APPENDIX K

Thermalito Union Elementary School District Master Contract Article 8.1

Transfer/Assignment

This form is to be used annually for any certificated employee whose assignment changes or a transfer occurs from one year to the next and will be used for tracking purposes.

During the course of the school year, your position was affected by various factors that caused a change to your original assignment. This form acknowledges the discussion between you and your administrator related to your future placement.

Thank you for your support in the following assignment as noted below:

- ☐ Voluntary transfer to the position of: _____
- ☐ Involuntary transfer to the position of: _____
- ☐ Voluntary reassignment to the position of: _____
- ☐ Involuntary reassignment to the position of: _____
- ☐ Voluntary acceptance to the position of: _____

Article 8.1 Definitions:

Assignment: A unit member's current grade level, subject area or special placement at a designated site(s).

Reassignment: A change from one assignment to another within the same school site.

Transfer: A change in assignment from one site to another.

VoluntaryTransfer: A transfer initiated by the employee or employer with which the employee is in agreement.

InvoluntaryTransfer: A transfer with which the employee is not in agreement.

VoluntaryReassignment: An assignment initiated by the employee or employer with which the employee is in agreement.

InvoluntaryReassignment: An assignment change with which the employee is not in agreement.

Vacancy: Any funded position that is open at any period in time.

Your signature below indicates your acknowledgement of the change in your assignment for the upcoming school year.

(Employee Signature and Date)

(Supervisor Signature and Date)

APPENDIX L

SECURITY CAMERAS

- 1.0. Security cameras (“cameras”) may be installed in places where the security of equipment, property or people would be enhanced.
 - 1.0.1 Notices shall be clearly posted in areas where cameras are in use.
 - 1.0.2 A list of such locations shall be provided to the Association. If the District adds additional cameras, they shall notify the Association.
 - 1.0.3 No concealed cameras will be installed.
 - 1.0.4 At no time will cameras be placed in employee restrooms, employee break rooms, interior classrooms, offices, and interior learning facilities, such as a library.
 - 1.0.5 Without prior notice and agreement with the Association, there will be no monitoring of, or reviewing of, security camera data (“data”) of official Association activities.
- 1.1 Security camera data shall be limited to uses that do not violate the reasonable expectation of privacy as defined by law.
 - 1.1.1 Data shall not be used for the purpose of evaluation.
 - 1.1.2 Data shall not be used for disciplinary action unless the infraction was a criminal or property-related crime.
- 1.2 In the event of any data being utilized as defined in above section 1.1.2, unit member(s) and Association representative(s) must be provided access to the video and/or audio data.
- 1.3 The Superintendent shall ensure the confidentiality of security surveillance data generated on school sites and District property.
 - 1.3.1 The Association or unit member may view stored data by submitting a written request to the superintendent. A unit member’s request to view stored data may only be related to him/herself. The request shall state the day of the week, day of the month and the approximate time on which the data was created.
- 1.4 All data shall remain the property of the District and no copies or transfers of data from the original stored format for use by anyone other than the District shall be allowed without the written consent of the Superintendent or designee.
- 1.5 In no way, does Appendix L constitute a waiver of rights under Education Code 51512.