



MASTER AGREEMENT

BETWEEN THE

GOVERNING BOARD OF THE

SOLEDAD UNIFIED SCHOOL DISTRICT

AND

SOLEDAD TEACHERS ASSOCIATION

2021-2024

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ARTICLE I

Recognition

1. The Governing Board of the Soledad Unified School District confirms its recognition of the Soledad Teachers Association/CTA/NEA (hereinafter referred to as Association) as the exclusive representative for that unit of employees recognized by the District per its resolution dated November 30, 1999.
2. The representation unit consists of all certificated employees with the following exceptions:
 - A. Superintendent
 - B. Principals
 - C. Assistant Principals/Administrative Assistants
 - D. Full Time Administrative Interns
 - E. Home Teachers
 - F. Substitute Teachers
 - G. Summer School Teachers
 - H. Hourly Special Hire Employees
 - I. District Specialists
 - J. District Directors
 - K. District Coordinators
 - L. Preschool Permit Teachers
 - M. County Free Librarian at the high school
 - N. Adult Education Teachers (Those teachers not employed as a regular teacher with the District)
 - O. R. O. P. Teachers who are not full time and who don't possess a Vocational Education Teaching Credential from CTC.
 - P. JROTC Teachers (Those teachers not employed as a regular teacher with the District)
 - Q. School-Based Mental Health Therapists

ARTICLE II

Agreement

1. The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Soledad Unified School District (“Board”) and the Soledad Teachers Association/California Teachers Association/National Education Association (“Association”), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7 Section 3540-3549 of the Government Code (“Act”).
3. This Agreement shall remain in full force and effect from the date adopted by the Association and Governing Board.
4. This Agreement and related articles shall be in compliance with the No Child Left Behind (NCLB) provision on the “highly qualified” certification.
5. This Agreement shall be enforced and in compliance with the No Child Left Behind (NCLB) Federal law and the State’s Commission on Teacher Credentialing (CTC) regarding employing “Highly Qualified” certificated staff. Therefore, the district will be unable to retain staff not meeting the above requirements and the district is authorized to fill the position with a highly qualified teacher.
6. It is expected that all certificated employees initially hired for the 2010/11 school year and any subsequent years, will hold the appropriate English Learner (EL) authorization through the Commission on Teacher Credentialing (CTC). Therefore, the District will be unable to retain staff (initially hired for 2010/11 and subsequent years) who are not eligible for the appropriate EL Teaching Authorization. The District is authorized to fill the position with a teacher who maintains the appropriate EL authorization.
7. All teachers assigned to teach AP classes must have the AP Certification by College Boards to meet the highly qualified compliance requirements. In addition, all AP teachers must provide a College Board approved syllabus to the site principal for all classes.

ARTICLE III

Definitions

1. “Teacher” refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.

Effective July 1, 2003, full time, fully credentialed Vocational education teachers will be included as “teachers in the bargaining unit”.

2. “Days”
 - a. “Calendar Day” means every day of the week including weekends.
 - b. “Work Day” means the days an employee is required to work during the work year as set by the Master Agreement under Employment Conditions and Hours, Article XI, Paragraph 6.
 - c. “Instructional Day” means the days during which students are required to be in school.
3. “Negotiable items” 3543.2 – the scope of representation shall include matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” means health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3645, and procedures for processing grievances pursuant to Sections 3548.6, 3548.8. In addition, the exclusive representative of certificated personnel has the right to consult on the delineation of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.
4. “Meeting and negotiation” means meeting, conferring, negotiating, discussing by the exclusive representative and the public school employer in good faith effort to reach agreement on matters within the scope of representation and the execution, if requested by either party, or a written document incorporating any agreements reached, which document shall, when accepted by the exclusive representative and the public school employer, become binding upon both parties and notwithstanding Section 3543.7 shall not be subject to subdivision 2 Section 1667 of the Civil Code. The agreement may be for a period of not more than three (3) years. 3543.7 – The duty to meet and negotiate in good faith requires the parties to begin negotiations prior to the adoption of the final budget for the ensuing year sufficiently in advance of such adoption date so that there is adequate time for agreement to be reached, or for the resolution of an impasse. 3540.1 (F) “Impasse” means that the parties to a dispute over matters within the scope of representation have reached a point in meeting and negotiating at which their differences in positions are so substantial or prolonged that future meetings would be futile. Impasse procedures shall be as per Article 9, Sections 3548 through 3548.8.

5. “Instructional Time” means the amount of time each day during which students are required to be in school, unless otherwise provided.
6. “Work Year” means the number of days that an employee is required to work in a year as set by the Master Agreement under Employment Conditions and Hours, Article XI, Paragraph 6.
7. “Total Work Hours” means the number of hours in an employee’s work day times the total number of days that an employee is required to work in a work year as per the Master Agreement.
8. “Full Time” means employees contracted to work 100% of the total work hours.
9. “District Shared Contracts” means an employee’s shared time would equal seventy-five percent (75%) or more to be considered a full time employee.
10. “Conference Summary” means a written summary of a conference occurring between an administrator and a teacher, describing the performance deficiencies leading to the conference, the interaction at the conference, and recommended corrective action.
11. “Memo of Record” means a form signed by both administrator and teacher that is placed in the employee’s personnel file; this form is written after: (1) The administrator sees a deficiency of a magnitude warranting corrective action; (2) A conference is held to discuss the matter within ten (10) work days; (3) The employee is given a written memo citing the deficiency and recommending corrective action; (4) The employee exercises the right to include own comments; and (5) The form is then signed by teacher and administrator and filed within ten (10) work days in the District Office personnel file.

ARTICLE IV

Negotiations

1. Either party may utilize the services of outside consultant to assist in the negotiations.
2. The Board and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, etc.
3. Within ten (10) work days of satisfaction of the public notice requirements, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of negotiating matters within the scope of negotiations. The terms and conditions of this Agreement will remain in full force and effect during such negotiations.
4. The Association shall select five (5) representatives ("Negotiating Team") to be released from their teaching assignments during regular instructional days for scheduled negotiating sessions.
5. The Board shall furnish the Association's designee with a copy of all budgetary and other information that is necessary for the Association to fulfill its role as the exclusive bargaining representative as soon as it becomes available. This shall include state, county, and District reports, worksheets, salary schedules, placement of personnel, etc.
6. The District and the Association will form a committee to review insurance benefits whenever mutually agreed upon.
7. Whenever a new Master Agreement is negotiated, the new, signed Master Agreement will be posted online in PDF format no later than 10 work days after the new Master Agreement has been signed by all members of both the District negotiating team and the STA negotiating team.

ARTICLE V

Association Rights

1. All Association business, discussions, and activities will be conducted by employees or Association officials outside established work hours as defined in Article XI herein, and will be conducted in places other than District property, except when
 - A. An authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted
 - B. The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school program and/or duties of employees, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative.
2. The Association and its members have the right to make use of the school equipment normally assigned and located for teacher use for official Association business at times other than the assigned instructional day when equipment is not in use for instructional purposes. Association must furnish their own supplies or purchase such from the school.
3. The Board shall place on the consent agenda of each regular Board meeting as the first (1st) item of business matters brought for consideration by the Association provided that such matters are known to the Superintendent's office seven (7) work days prior to said meeting. Oral presentations shall be included in the "Oral and Written Communications" portion of the agenda.
4. The Board shall grant a maximum of three (3) work days of paid leave to the President of the Association per year during his/her term of office. Also, the President or his/her designee shall be granted one (1) hour per week of paid release time for consultation with an administrator and/or official association business.
5. The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions:
 - A. All postings for bulletin boards or items for school mailboxes must contain the date of postings or distribution and the identification of the organization together with a designated authorization by the Association president.
 - B. A copy of such posting or distributions must be delivered to the Superintendent or designee and principal or designee at the same time as posting or distribution; and
 - C. The Association will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District of the right to post or distribute for a period of at least one full semester.

ARTICLE VI

District Rights

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals, objectives; insure the rights and educational opportunities of pupils; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue and contract out work. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with law.
3. The District retains its rights to amend, modify or rescind policies and practices referred to in this agreement in cases of local, state and national emergencies, catastrophes, and work slow down or stoppage if the Board has had prior consultation with the Association.

ARTICLE VII

Employee Rights

1. The District and the Association recognize the right of the employee to form, join and participate in lawful activities of employee organizations and equal alternative right of employees to refuse to form, join or participate in or in any way support employee organization activities.
2. The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly association membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:
 - A. Such deduction shall be made only upon submission of the District form to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.
 - B. The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing not less than thirty (30) calendar days after such submission.
3. The Association shall hold harmless the District, its officers and agents from claims made of any nature and from any law suit instituted against the District in respect to the deductions herein required or any actions challenging enforcement of the provisions. The Association shall retain full authority to determine which matters shall be compromised, resisted, defended, tried or appealed.
4. Employee personnel files shall be located solely in the District Office. A forty-eight (48) our written notice shall be given by a teacher desiring access to review the file. An appointment is required due to the necessity of having a confidential employee present when an employee is reviewing their personnel file.

5. **New Bargaining Unit Member Basic Orientation Information**

The Association shall be provided the opportunity to meet with each new employee who is hired into a bargaining unit position.

The District shall schedule any new bargaining unit member orientations for all newly hired bargaining unit members to take place during the new bargaining unit member's contract day.

The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s). In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If,

however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible. The association president shall be notified by Human Resources of new bargaining unit members within 24 hours of when they are hired. Such notification may be by email.

The Association shall be provided up to 60 minutes of uninterrupted time which may be comprised of the 30 minute scheduled lunch break to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings that occur during new teacher orientation prior to the start of the academic year. The Association and the District shall mutually agree on the scheduled day for orientation and the number of minutes required. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration may excuse themselves during Association time.

The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

The following new bargaining unit member information shall be delivered to the Association president in digital Excel format and hard copy, sorted by seniority date, no later than 30 days after the date of hire, unless an employee exercises the right to prevent the dissemination of his/her information pursuant to Government Code section 6254.3, subdivision (c), in which case the home address, home telephone number, personal cellular telephone number and personal email address shall not be released:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)

In addition, once each month during every school year, the District shall deliver to the Association president the following information in ***digital Excel format*** for all bargaining unit members, unless an employee exercises the right to prevent the dissemination of his/her information pursuant to Government Code section 6254.3, subdivision (c), in

which case the home address, home telephone number, personal cellular telephone number and personal email address shall not be released:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)
12. Indication of any Unit Member on Leave of Absence
13. An indication of whether the District is deducting dues for membership

Violations of this MOU shall be subject to the grievance and arbitration article of the Collective Bargaining Agreement between the parties.

ARTICLE VIII

Evaluation and Discipline Procedures

1. **Philosophy**

The parents, school board members, and staff of Soledad Unified School District are committed to the continuation of the district's strong educational program. An effective teacher evaluation system that focuses on the improvement of instruction is an important component of this instructional program.

While the primary focus of the evaluation is to improve instruction, teacher evaluation requires teachers to meet the established performance expectations. The process must be continuous and constructive, and must take place in an atmosphere of mutual trust and respect. The process is a cooperative effort on the part of the evaluator and teacher. It is designed to encourage productive dialogue between staff and supervisors and to promote improved performance, professional growth, and development.

2. **Education Code Citations – Ed. Code Sections 44662-44664**

- A. 44662 The governing board of the school district shall establish standards of expected pupil achievement at each grade level in each area of study.
 - 1. The governing board of each school district shall evaluate and assess certificated employee performance as it reasonably relates to:
 - a) The progress of pupils toward the standards established pursuant to subdivision (A) and, if applicable, the state adopted academic content standards as measured by the state adopted criterion referenced assessments.
 - b) The instructional techniques and strategies used by the employee
 - c) The employee's adherence to curriculum objectives
 - d) The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities
 - e) Results of an employee's participation in the Peer Assistance and Review Program (PAR) for teachers established by Article XVIII (commencing with section 44500 of the Education Code), shall be made available as part of the evaluation conducted pursuant to this section, however, the teacher's Summary Evaluation shall not include or be based on information from PAR.
 - 2. The governing board of the school district shall establish and define job responsibilities for certificated non-instructional personnel, including, but

not limited to, supervisory and administrative personnel, whose responsibilities cannot be evaluated appropriately under the provisions of subdivision (A)(1), and shall evaluate and assess the performance of those non-instructional certificated employees as it reasonably relates to the fulfillment of those responsibilities.

3. The evaluation and assessment of certificated employee performance pursuant to this section shall not include the use of publishers' norms established by standardized tests.
 4. Nothing in this section shall be construed as in any way limiting the authority of the Board to develop and adopt additional evaluation and assessment guidelines or criteria.
- B. 44663. Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee no later than 30 calendar days before the last work day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place.
1. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent part of the employee's personnel file.
 2. Before the last work day scheduled on the school calendar adopted by the governing board for the school year, a meeting shall be held between the certificated personnel and the evaluator to discuss the evaluation.
- C. 44664. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least once each school year for probationary personnel, and at least once every two years for personnel with permanent status. At least every five (5) years for personnel with permanent status who have been employed by Soledad Unified School District at least ten (10) years, are highly qualified, if those personnel occupied positions that are required to be filled by a highly qualified personnel by NCLB 2001 as defined in 20 U.S.C.SEC 7801, and whose previous evaluation rated employees as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The evaluator or the certificated employee can withdraw consent at anytime. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee.
1. In the event an employee is not performing his or her duties in a satisfactory manner according to the standards prescribed by the governing board, the District shall notify the employee in writing of such fact and describe such "unsatisfactory performance". The District shall thereafter confer with the employee making specific recommendations as to areas of improvement in

the employee's performance and endeavor to assist the employee in such performance.

2. When any permanent certificated employee has received an "unsatisfactory performance" evaluation, the District shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the district.
3. Any evaluation performed pursuant to this article which contains an unsatisfactory rating of an employee's performance in the area of teaching methods or instruction may include the requirement that the certificated employee shall, as determined necessary by the employing authority, participate in a program designed to improve appropriate areas of the employee's performance and to further pupil achievement and the instructional objectives of the employing authority.

3. Evaluation Procedure

- A. Every certificated bargaining unit member shall receive a written formal evaluation by the administration per Education Code 44664.
- B. Every permanent employee shall be evaluated by the administration, in writing, every two years if they meet District Standards with the following exception: (A permanent employee will be evaluated in two consecutive years if the summary evaluation for the first year was unsatisfactory or for just and sufficient cause and subject to the prior approval of the Superintendent.)
- C. Every temporary and probationary certificated bargaining unit member shall be evaluated by the administration, in writing at least once each school year.

4. Evaluation Procedure for Instructional Employees (Classroom-based teacher, TOSA, SLP)

- A. A complete assessment sequence shall include a pre-observation conference between the evaluator and the bargaining unit member, an observation, a Written Formal Observation Report (WFOR), and a post-observation supervisory conference in which the bargaining unit member has an opportunity to obtain clarification and feedback from the evaluator.
- B. By September 30th of each school year, each principal/administrator shall prepare and distribute to the faculty a written document outlining his/her general expectations for classroom teachers, TOSA's, and SLP's. In addition, he/she should review and disseminate job descriptions for all certificated staff not having classroom assignments.
- C. At the beginning of the school year, each principal/administrator shall prepare a

projected assessment calendar listing the names of the bargaining unit members to be observed and the month that they can anticipate being observed. (This calendar will serve as a guide only and can be revised and redistributed at the beginning of any month at the discretion of the principal). The principal/administrator will issue individual notices as to approximate formal observation dates.

- D. Prior to making an observation which is part of an assessment sequence, the responsible administrator shall conduct an individual pre-observation conference with the employee involved. This conference should focus on the elements upon which the evaluation is to be based. There may be discussion of circumstances affecting the employee's ability to be evaluated positively on these elements such as the educational capabilities of the learners, availability of support personnel and the appropriateness of the learning environment.
- E. No later than five (5) work days after the pre-observation conference, the evaluator shall make an observation of the employee's performance.
- F. A post conference will be held to provide the bargaining unit members an opportunity to receive supervisory feedback prior to the preparation of a written report. The evaluator should schedule and hold a post-observation supervisory conference with the teacher as soon as mutually convenient, but no later than five work days after the observation was made.
- G. Within ten work days after the observation, the evaluator shall prepare and submit to the member a copy of the Written Formal Observation Report (WFOR). Bargaining unit members having non-classroom assignments should receive a copy of the Written Performance Report (WPR).
- H. If the bargaining unit member requests an opportunity to have a post-observation supervisory conference after receiving either the WFOR or the WPR, the evaluator must schedule and hold such a conference within a period of ten work days after the member's receipt of the written report. The member has the right to have a representative present at this conference.
- I. Each evaluation shall be based upon one formal observation of a mutually agreed upon complete lesson. At least two (2) follow-up formal observations shall take place prior to any unsatisfactory summary conclusion being included in the summary evaluation. A certificated bargaining unit member will be granted a third follow-up observation upon request of the member.
- J. If a "need for improvement" or an "unsatisfactory performance" is indicated by the evaluator, the evaluator shall offer affirmative assistance in an effort to improve the employee's performance. Such assistance may include, but is not limited to, professional development, release time for shadowing instruction in other classrooms or PAR for permanent teachers. The certificated employee shall meet with the evaluator to plan the assistance to be provided to the member and it shall

be documented on the observation form. The certificated employee shall be responsible for following through on the assistance and/or support provided.

- K. Evaluations shall not include the use of publisher norms established as a result of standardized tests.
- L. All statements on the written classroom performance reports, the written performance reports, and/or the summary evaluations shall relate to job performance.
- M. The certificated bargaining unit member shall have the right to submit a written response within five (5) work days (ten (10) work days if an extension is requested in writing) after receipt of any written observations or evaluations. If the member submits a written response, it shall be attached to the evaluator's report and filed in the personnel file at the District Office.
- N. Upon receiving either a WFOR or a WPR containing an "unsatisfactory" summary conclusion by an administrator, the member may petition the Superintendent in writing to request that he appoint another administrator from within the District (but from another site) to conduct a supplementary assessment sequence. The Superintendent will comply with this request whenever possible. All written reports will be included in the member's personnel file even if the summary conclusions are in conflict.
- O. No later than 30 calendar days before the last work day scheduled on the school calendar adopted by the governing board for the school year, each employee scheduled for evaluation shall receive a Summary Evaluation reflecting the written feedback he/she has received during the year. The building principal shall be responsible for completing this task. While the primary basis for this rating shall be the written assessment of the employee's performance as demonstrated during assessment sequences, other written feedback (including e-mail) previously given to the member and related to job performance can be used to determine the Summary Evaluation. Other written feedback includes: a memo of record; written observations; recommendations and directives for improvement. Copies of all written back-up materials should be attached to the form that is given to the employee and sent to the District Office.
- P. The bargaining unit member may request a follow-up conference with the principal to discuss the summary evaluation. Upon request this conference shall be scheduled and held within ten (10) work days of receipt of the summary evaluation. The employee has the right to have a representative present at such a conference.
- Q. Within ten (10) calendar days, after such a follow-up conference, the bargaining unit member shall have the right to respond in writing and attach it to the Summary Evaluation. Thereafter, the employee's response shall be placed in the employee's personnel file at the District Office.

5. Evaluation Procedure for Non-Instructional Employees (School Psychologists, School Nurses, Counselors)
 - A. School psychologists, counselors, and nurses do not follow the formal observation procedure set forth above. School Psychologists, Counselors, and School Nurses will be evaluated using the following evaluation procedures.
 1. All permanent School Psychologists and School Nurses shall be evaluated by the Director of Special Education/designee in writing, every two years if they meet District Standard. School Counselors shall be evaluated by the site principal/designee in writing, every two years if they meet District Standard. If the employee fails to meet standard during any evaluation cycle, the Director of Special Education/designee or site administrator may require the employee be evaluated every year until the employee meets or exceeds standard.
 2. Every temporary and probationary employee shall be evaluated by the administration, in writing at least once each school year.
 3. Within the first 30 days of each school year, the Director of Special Education/designee or site administrator shall meet with the School Psychologist, Counselor, or School Nurse to select the standards upon which the employee will focus on for that evaluation cycle.
 4. The School Psychologist, Counselor, or School Nurse evaluation will be based on the following activities: performance in IEP meetings, development and delivery of professional development activities, collaboration and consultation with school personnel and community members, thoroughness of evaluation reports and any other activity required based on the employee's job description.
6. The School Psychologist and School Nurse will be subject to Article VIII, Section 4, subsections listed below:
 - A. (K)(O)(Q).No later than 30 calendar days before the last work day scheduled on the school calendar adopted by the governing board for the school year, each employee scheduled for evaluation shall receive a Summary Evaluation reflecting the written feedback he/she has received during the year. The building principal shall be responsible for completing this task. While the primary basis for this rating shall be the written assessment of the employee's performance as demonstrated during assessment sequences, other written feedback previously given to the member and related to job performance can be used to determine the Summary Evaluation. Other written feedback includes: a memo of record; written observations; recommendations and directives for improvement. All this

written feedback must be signed by both evaluator and employee. Copies of all written back-up materials should be attached to the form that is given to the employee and sent to the District Office.

- B. Within ten (10) work days, after such a follow-up conference, the bargaining unit member shall have the right to respond in writing and attach it to the Summary Evaluation. Thereafter, the evaluation shall be placed in the employee's personnel file at the District Office.

7. Evaluation Instruments

A. Formal Evaluation

1. If the formal evaluation instrument (form) is to be changed, Soledad Teachers Association will be advised and meet with the administration for input prior to changing the form. "Meets district standards", "needs improvement" and "unsatisfactory performance", determinants are based on criteria as outlined on annual summary evaluations.
2. Informal Observations
Informal observations that are written up and forwarded to the teacher within ten (10) work days after the observation may be included in the evaluation, per Board Policy. However, the following procedures must be followed:
 - a. The employee may exercise the right to include his/her own comments on the observation. Comments must be submitted in writing within ten (10) work days after the receipt of the observation. The evaluator must attach the comments to the informal observation form. All copies of the informal observation form will be signed by both the evaluator and the employee.
 - b. Resource teachers, Program Specialists, Mentor teachers and teachers on assignment are not evaluators of teachers, nor may their input be part of the evaluation process.

B. Other

1. **Memo of Record** – A form signed by both evaluator and teacher that is placed in the employee's personnel file; this form is written after: (1) The evaluator sees a deficiency of a magnitude warranting corrective action; (2) A conference is held to discuss the matter within five (5) work days; (3) The employee is given a written memo citing the deficiency and recommending corrective action; (4) The employee has the right to include his or her own comments; and (5) The form is then signed by teacher and evaluator and filed within five (5) work days in the District Office personnel file.

2. **Confidentiality** – The manner in which the actual evaluation’s content is kept confidential by the evaluator.
3. **Professionalism** – Teachers shall be expected to act in a professional manner and treat the evaluation as a legal document.
4. **Hearsay** – Unsubstantiated hearsay statements shall be excluded from any employee evaluation.
5. **Staff Development**
See Education Code 44664B
6. **Discipline Less Than Dismissal:** Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code. Discipline less than dismissal shall be in accordance with the following procedures:
 - A. Employees may be disciplined only for just cause resulting from violations of Education Code Sections 44932, 44934, 44938 and 44948-44948.5 and/or from violations of written Board policies and written procedures, including the provisions of this Agreement.
 - B. Employees may be disciplined for cause. Such discipline may include Notice of Unsatisfactory Service or Act, and/or Suspension from Duties Without Pay for up to fifteen (15) work days as authorized by SB 813.
 - C. Progressive discipline outside of SB813 shall be utilized except for conduct which is of such a nature that injures or threatens to injure the safety of pupils or other employees or causes substantial disruption of the educational program.
 1. Before issuing a verbal warning, the administrator shall first discuss and clarify specific acts and/or omissions with the employee. The clarification and the verbal warning may occur at the same meeting.
 2. If the verbal warning does not result in corrective conduct, a conference summary may be issued following a conference between the administrator and the employee to discuss the acts and/or omissions with the employee.
 3. If the conference summary does not result in corrective conduct, a Memo of Record shall be issued for a similar and separate action and/or omission. Memos of Record shall not be based upon unsubstantiated evidence. A copy of the written Memo of Record shall be placed in the employee’s personnel file, and the employee has ten (10) work days to respond to the Memo of Record in writing. After four (4) years from the date of the Memo of Record the employee may request that the written

record and employee response (if any) be sealed. (EC 44944). The Superintendent shall approve this request unless there is an ongoing concern and active documentation.

4. The elements of progressive discipline shall be administered in a timely manner. Conference Summaries and Memos of Record shall be administered within ten (10) work days of knowledge of the questioned acts or omissions.
-
- D. Notice shall include a statement of the incident, infraction, or misconduct, the history of prior incidents, infractions, or misconduct occurring within a four (4) year period and a statement of the discipline to be imposed. (EC 44944)
 - E. If suspension without pay is recommended as a disciplinary action, it shall be preceded by at least one (1) Memo of Record. A suspension without pay may not exceed fifteen (15) work days. No suspension in excess of three (3) work days shall be given unless the employee has first been suspended for up to three (3) work days for a similar and separate action. The exception to this policy shall be that a certificated employee may be suspended without pay when charged formally in court with any cause for which the Commission on Teacher Credentialing could suspend or revoke a credential, without time limits. (Per Education Codes 44421, 44422, 44424, 44425, 44426.)
 - F. Any initial suspension of an employee pending a disciplinary hearing shall be with pay.
 - G. **Request for Hearing** – The employee shall file a written request for hearing within 15 calendar days of receipt of the Notice of Suspension Without Pay. Filing means receipt in the district office no later than regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing and the proposed action shall be effective upon action by the governing board without notice of hearing except as may be required in a board meeting agenda.
 - H. **Conduct of Hearing** – Whenever a hearing is requested as provided above, the hearing shall be conducted by a hearing officer. All costs for the hearing officer to be paid by the district.
 - I. **Decision of the Governing Board** – The decision of the governing board shall be in writing and shall state findings of fact and determination of the issues.
 - J. **Recommended Decision of the Administrative Law Judge** – The hearing officer's recommended decision shall be in writing and shall state findings of fact and determinations of the issues.

- K. **Review by the Governing Board** – The governing board, at its next meeting which is not less than five work days after the recommended decision of the hearing officer is received at the district office, shall act upon that recommended decision. If the board decides to modify a recommended decision, it shall review the transcript of the proceedings, review the exhibits and listen to oral arguments, if requested, as to the sufficiency of cause.
- L. **Judicial Review** – Judicial review may be had by filing a petition for writ of mandate in Superior Court within 15 days of the effective date of the governing board's decision.
- M. Any employee may be represented, upon request, at any disciplinary meeting or hearing.
- N. Grievances filed alleging violations of the above sections A-L regarding discipline less than dismissal may be filed at Level II of Article IX – Grievance Procedures.
- O. If, after having been disciplined, a unit member serves the District for twelve (12) months without the need for further disciplinary action, she/he and the Association shall be given a follow-up notice to that effect which shall also be attached to any original notice that may have been placed in his/her personnel file.

ARTICLE IX

Grievance Procedure

1. **Policy** – It shall be the policy of the District to practice effective means of reaching solutions to employee problems as close to the source of origin as possible and to reduce areas of grievance.
2. **Purpose**
 - A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare of working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
 - B. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given an opportunity to be present at such adjustment and to state its views.
3. **Definitions** – A Grievance is a formal written allegation, a violation, misapplication or misinterpretation by a unit member, or members of the specific provisions of this Agreement. The grievant may be an individual or the Association. The Association has the right to grieve on all matters within the definition of a grievance. Actions to challenge or change the policies of the District as set forth in the rules and regulations of the administrative regulations and procedures must be undertaken under separate legal process. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board of Trustees, or by the administrative regulations and procedures of this School District are not within the scope of this procedure.

The “immediate supervisor” is the lowest level supervisor having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.
4. **Procedure** – All grievances must be initiated at Level One within 30 instructional days from the date of the alleged violation. Failure to grieve an alleged violation does not mean the Association or the teacher agrees with the District’s actions. If the same kind of alleged violation occurs again, the Association or the teacher may file a grievance on the second violation even though the first instance of the alleged violation occurred more than 30 instructional days before the filing of the grievance, and no formal grievance was filed at that time.

- A. Level One: The grievant will first discuss the grievance with the appropriate principal or immediate supervisor, either directly or through the Association's designated Grievance Representative with the objective of resolving the matter informally.
 - 1. If a grievance arises from an action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall meet informally with that person to resolve the grievance.
 - 2. If the grievance is not resolved, the grievance should be submitted in writing to the Superintendent and the Association directly and processing of such grievance will commence at Level III.
- B. Level Two: If the grievant is not satisfied with the disposition of the grievance at Level I or if no decision has been rendered, within ten (10) work days after presentation of the grievance, he may file a written grievance form (see appendix D) with the appropriate principal or immediate supervisor.
- C. Level Three: If grievant is not satisfied with the disposition of the grievance at Level Two or if no written decision has been rendered within ten (10) work days after presentation of the grievance, he may file the grievance in writing simultaneously with the President of the Association and the Superintendent within ten (10) work days after the written decision at Level Two.
 - 1. Within ten (10) work days after receipt of the written grievances, the Superintendent or his/her designee will meet with the grievant and a representative of the Association at the option of the grievant.
 - 2. The processing of a grievance beyond Level II shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution of the issues.
- D. Decisions rendered at Level I, II, and III of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each level shall begin the work day following receipt of the written decision by the parties in interest.
- E. Level Four: If the grievant is not satisfied with the decision at Level Three, the grievant may within ten (10) work days submit a request in writing to the District Superintendent for advisory arbitration of the dispute.
 - 1. The grievant and District shall attempt to agree upon an advisory

arbitrator. If no agreement can be reached, they will request the State Conciliation Service and American Arbitration Association to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of striking shall be determined by lot.

2. The fees and expenses of the arbitrator and hearing shall be borne equally by the grievant and district. Should the governing board not concur with the arbitrator in the resolution of the grievance, the District shall bear the fees and expenses of the arbitrator. All other expenses shall be borne by the party incurring them.
 3. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and answers thereto at each step.
 4. The arbitrator will have no power to add to, subtract from or modify the terms of this agreement or the written policies, rules, regulations and procedures of the District.
 5. Issues arising out of the exercises of the Board and administration of its responsibilities under Article VI of this agreement, "District Rights", including the facts underlying its exercise of such discretion shall not be subject to this procedure.
 6. After a hearing and after both parties have had opportunity to make written agreements, the arbitrator shall submit in writing to all parties his findings and recommendations which shall be advisory to the parties.
- F. Level Five: The parties involved realize that the Governing Board has the right and responsibility of a final decision in regard to the grievance. The award of the arbitrator will be submitted to the Board. Furthermore, at the request of the aggrieved party, it will be presented at an open meeting. The Board of Trustees must take official action on the award no later than ten (10) work days after the award has been rendered. If a transcript has been ordered, and has not arrived within the aforementioned ten (10) work day period, a decision shall be forthcoming within ten (10) work days following receipt of the transcript. Notification of the final decision to the parties involved will be made within five (5) work days after the decision has been reached. The Governing Board will see that the disposition of the grievance is expeditiously implemented if any action is forthcoming. If the Board takes no action within the time limits specified, the arbitrator's award will be the decision of the Governing Board and, as such, will be implemented as if it were the official action of the Board.

5. Rights of Teachers to Representation

- A. No reprisals of any kind will be taken by the Superintendent or any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- B. A teacher may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected by the Association. If a teacher is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

6. Miscellaneous

- A. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- B. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. The Association will exclusively receive time off from duties for the processing of grievances past Level I of the grievance procedure herein, for Association members who are designated as Association representatives, subject to the following conditions:
 - 1. By no later than ten (10) work days following the signing of this agreement, the Association will designate in writing to the Superintendent one (1) employee for each school site who is to receive the time off;
 - 2. Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative informs his immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and
 - 3. That such time off shall be limited solely to representing a grievant in a conference with a management person, beyond Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or preparing a presentation. Any teacher who is requested to appear in hearings as a witness shall be afforded time off without loss of pay should such hearings be conducted during the teachers regular work day assignment.

- D. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- E. Forms for filing grievances serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

ARTICLE X

Class Size and Classroom Conditions

1. The District supports and endorses the concept of small class sizes for its students.

A. Whenever administratively practical; and whenever the District's financial resources allow, and whenever facilities are available, the district will endeavor to maintain a class size in the local instructional program of:

25 pupils per classroom teacher in grade TK
26 pupils per classroom teacher in graded K-3
27 pupils per classroom teacher in grades 4-5
29 pupils per classroom teacher in grades 6-8
31 pupils per classroom teacher in grades 9-12
No more than 50 pupils per PE class in grades 7-12
174 pupils per teacher in grades 7-8
186 pupils per teacher in grades 9-12

B. The Association and the District recognize the need to provide a continuum of service options to support the individual needs of our students with disabilities. Whenever administratively practical, and whenever the District's financial resources allow, and whenever facilities are available, the district will endeavor to maintain a class size in the local instructional program of:

Co-Teaching K-3.....22
Co-Teaching 4-5.....25
Co-Teaching 6-8.....27
Co-Teaching 9-12.....30

Mild/Moderate Preschool.....14
Mild/Moderate Self-Contained K-8.....15
Mild/Moderate Self-Contained 9-12.....17

Moderate/Severe Preschool.....10
Moderate/Severe Self-Contained K-12.....12
Moderate/Severe Adult Transition.....15

C. The District recognizes the legal requirement under Education Code Section 56362 which requires an Education Specialist that is working in the capacity of a Resource Specialist not have a caseload which exceeds 28 students. As necessary, and with the agreement of the Education Specialist, the District may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that the Education Specialist is compensated at their per diem rate divided by 28 for each student per day they exceed 28

students on their caseload. Education Specialist that has agreed to a waiver, as specified above, shall be compensated for additional initial student assessments on a timesheet at the District Hourly Rate per Article XIII. 8. D. *The waiver will be signed by both the Association and the Education Specialist.*

- D. Speech and Language Pathologist (SLP) case load shall follow the limitations under Education Code sections 56363.3 (55:1) and 56441.7 (40:1), unless the State grants a waiver allowing higher case loads, or the SELPA specifies a higher average case load, in which case the higher case load shall apply. By mutual agreement between the District and the SLP, the SLP caseloads may exceed the above ratios provided that the SLP is compensated at their per diem rate divided by 55 for each student per instructional day they exceed 55 students on their caseload. The waiver will be signed by both the Association and the Speech and Language Pathologist.
- E. The District shall have the first twenty instructional days of each semester to assess class sizes and total pupil loads assigned to each teacher. (Including by transfer or reassignment, pursuant to Article XX.) Upon the 21st instructional day, and each month thereafter, individual classroom teachers shall earn a stipend for larger classes as follows:
 - 1. For teachers in grades TK-6 and teachers in other grades with self-contained classrooms, the stipend shall be \$240 per month and shall be earned when the number of pupils on the class roster exceeds the target ratio for that grade level or type of class by three (3) or more students. The stipend shall be increased by \$80 per month for the fourth (4th) pupil and for each additional pupil thereafter.
 - 2. For teachers in grades 7-8, the stipend shall be \$200 per month and shall be earned when the total number of pupils for all sections is 187. The stipend shall be increased by \$40 per pupil per month for each pupil in excess of 187.
 - 3. For teachers in grades 9-12, the stipend shall be \$200 per month and shall be earned when the total number of pupils for all sections is 199. The stipend shall be increased by \$40 per pupil per month for each pupil in excess of 199.
 - 4. Each year in June, the District shall look at the monthly class roster data for the school year then ending and shall calculate each month that a stipend was earned. The aggregate value of all monthly stipends earned shall be paid in a lump sum no later than the July supplemental payroll.
- 2. In addition, the District Policy regarding class size is subject to modification for purposes as, but not limited to, low enrollment classes or large group instruction

dependent upon the nature of the instructional program and services rendered, and for pilot or innovative programs.

3. Instructional programs and services of special instructional programs implemented and funded through agreements and special guidelines shall be regulated by the rules and regulations of funding agencies.
4. The district will endeavor to furnish each classroom with furniture and equipment appropriate to the grade level or subject area.
5. The district will endeavor to furnish sufficient and appropriate materials for pupil and teacher use, providing in-service and staff development programs to ensure proper use of materials and equipment.
6. A telephone shall be made available in a private place for teachers to make parent contacts and for professional duties within the District at no cost to teachers. Telephone calls for personal use in conducting private business shall be made at duty free times.
7. Teachers shall not be required to work under unsafe conditions or to perform tasks that will endanger their health, safety or well-being.
8. The District shall reimburse any certificated employee, who in the course of his duties, suffers loss or damage to personal property deemed necessary for instructional purposes when written approval has been granted by immediate supervisor.
9. District Policy Handbook shall be prepared annually outlining policies pertaining to certificated personnel, pupils, and instruction.
10. Employees required to use a personal vehicle for special assignment will be reimbursed at the approved mileage rate of the district. Such employees shall possess a valid California Driver's License, and have auto insurance for liability and property damage on file in the District Office.
11. Employees required to use personal vehicles as part of their duties will be so informed at the time of employment and will be reimbursed at the approved mileage rate of the district. Such employees shall possess a valid California Driver's License and have auto insurance for liability and property damage.
12. The Board agrees whenever economically feasible to place at the disposal of every teacher sufficient typing, duplicating and whenever feasible clerical personnel to prepare instructional materials. In addition, the Board shall provide each teacher with the following: adequate paper, pencils, chalk, erasers, access to computer, E-mail, Internet, and other such materials required in daily teaching responsibility.

13. The Board shall have available, in each school, an adequate lunch room and restroom facilities exclusively for staff use.

ARTICLE XI

Employment Conditions and Hours

1. The teacher work day shall be seven (7) consecutive hours exclusive of lunch period. Each teacher shall receive a minimum of forty (40) minutes consecutive duty free lunch. On officially declared rainy days, the teacher will have a thirty (30) minute lunch and be permitted to leave 10 minutes early. The teacher work day shall start at 7:45 a.m. and end at 3:25 p.m., except for those teachers on flexible schedules. Teachers may, but shall not be required, to pick up students or allow students to enter their rooms prior to 8:00 a.m., other than emergency situations or teachers on special assignments.
2. No teacher shall be required to report for duty more than fifteen (15) minutes before the beginning of their regular work day, or to remain on duty after the close of the teacher's regular work day, except to attend the faculty and district scheduled meetings according to Article XI 5.A (5 monthly meetings) and to serve the non-teaching duties as stipulated in Article XI.
3. Counselors
 - A. Work year for Counselors shall be 186 workdays, consistent with the teacher work year, and the workday shall be 7 hours exclusive of their duty free lunch period. Flexible hours may be scheduled with administrative approval so long as the total scheduled workday remains within 7 hours and a lunch period.
 - B. The work year may include ten (10) mutually agreed upon additional days generally scheduled as follows:
 1. Additional three (3) workdays before school begins and three (3) additional days after the instructional year ends with duties established by the site administrator from within the counselor job description.
 2. The other four (4) workdays may be scheduled with the advance written approval of the site administrator to provide additional support in increase of hours throughout the school year or on a Saturday event to provide current training to parents and counseling support for students to address social emotional needs to all students.
 - C. The additional ten (10) days will be compensated via a stipend in the amount of \$400.00 per day . The stipend to be paid in two installments, the first in December and the final payment in June. Services need to be rendered prior to release of stipend and upon receipt of evaluation from site administrator.
 - D. All other STA contract language will apply to Counselors.
4. School Nurses
 - A. Work year for school nurses shall be 194 workdays, which shall include all

teacher workdays (186), plus an additional 8 workdays that shall generally be scheduled the 5 workdays before the first teacher workday and 3 workdays after the last teacher workday.

B. The workday for school nurses shall be 7 hours, exclusive of a duty free lunch.

C. All other STA contract language shall apply.

5. Psychologists

A. Work year for school psychologists shall be 194 workdays, which shall include all teacher workdays (186), plus an additional 8 workdays that shall generally be scheduled the 5 workdays before the first teacher workday and 3 workdays after the last teacher workday.

B. The workday for psychologists shall be 7.5 hours, exclusive of a duty free lunch. Flexible hours may be scheduled with prior administrative approval so long as the total scheduled workday remains within 7.5 duty hours.

C. All other STA contract language shall apply.

6. Employees must report absences using the District absence reporting system by 6:30a.m. on the day that they will be absent or late.

A. The consequences for not reporting absences prior to 6:30 a.m. are:

1. At the first offense, a verbal or written reminder of the District expectations and consequences for not reporting in by 6:30 a.m. will be given to the teacher and the teacher will be charged against their sick leave for the number of hours missed.
2. At the second offense in that same school year, a Memo of Record will be placed in the employee's personnel file and the teacher will be charged against their sick leave for the number of hours missed.
3. At the third offense and any subsequent offenses in the same school year, a Memo of Record will be placed in the employee's personnel file and the employee will be given one day of unpaid Administrative Leave.

B. If an employee does not call in at all and does not report to work, the employee will be suspended for one day of unpaid leave. At the second offense, and any subsequent offenses, the employee will be suspended for two days of unpaid Administrative Leave.

7. Regularly scheduled faculty meetings shall be calendared and personnel to receive notice

of meetings. The staff shall receive the notice and a detailed agenda for faculty meetings by 8:00 a.m. on the day of the faculty meeting. In the event of an extreme emergency, the notification required is waived in order to meet.

- A. A meeting is called by an administrator with an agenda twenty-four (24) hours prior to the meeting, for the purpose of:
 - 1. district business
 - 2. building management
 - 3. grade level meetings
 - 4. staff development
 - 5. Faculty meetings
 - 6. Curriculum development
 - 7. Textbook in-services or adoptions
- B. Meetings that take place during the instructional day with release time, or minimum day, shall not be counted as one of the five (5) monthly meetings. Attendance at meetings that are compensated by a time card or stipend shall not be counted as one of the (5) monthly meetings.
- C. Emergency meetings that are conducted after the student day, prior to 8:00 a.m., during duty free lunch, or preparation time up to 20 minutes, shall not be counted as one of the five (5) monthly meetings, not to exceed 10 times per school year.
- D. Any of the 5 monthly meetings scheduled after the teacher work day shall not exceed 1 hour beyond the teacher work day unless by mutual agreement by the STA and the district Superintendent.
- 8. In-service meetings shall not exceed four (4) consecutive work days immediately prior to the opening of school. Three of these days shall be district directed and one day shall be unencumbered.
- 9. Teachers are obligated to provide professional services for 186 work days; which shall be comprised of 180 instructional days and 6 in-service days, annually.
 - A. Representatives of STA will annually confer with the district as to the scheduling of an additional work day for employee training or curriculum development.
- 10. For those schools that have a school-wide common prep period at the end of the day, on Mondays, Thursdays and Fridays, teachers may leave early anytime up to 35 minutes if their professional services are not needed for meetings and their professional duties have been completed. Teachers who leave early shall notify the site office before leaving the site. It is agreed and understood that professional teachers will put in all of the time required to adequately prepare lessons, assess student progress, keep required records, communicate with parents, prepare and maintain their room environment, complete

student supervision duty assignments, and attend meetings and in-services on these work days.

11. The district office shall annually publish a calendar indicating the holidays, schedules, and activities to be distributed to teachers.
12. The District shall attempt to provide time for the Association during the in-service schedule at the beginning of the school year when teachers are returning.
13. STA meeting – 1st Tuesday of each month unless a holiday, will be rescheduled as agreed upon with administration. Meetings can start at 3:25 if nothing is scheduled by district. Any other STA meeting past the teacher work day held on district premises will be scheduled at least 24 hours in advance by completing, and having approved, a district use of facility form. The Superintendent will be notified at least 24 hours prior to the meeting.
14. Each teacher shall receive no less than the equivalent of one ten minute duty free recess for each two hours worked exclusive of the forty minute duty free lunch.
 - A. Each elementary/middle school teacher shall receive no less than the equivalent of one ten minute duty free recess/break for each two hours worked exclusive of the forty minute duty free lunch.
 - B. Each high school teacher shall receive the sum total of twenty (20) minutes in duty free time. Staff and administration will determine how breaks will be handled as they establish their bell and master schedule to meet staff and student needs.
15. Preparation periods are provided to allow the individual classroom teacher time to adequately plan and prepare for instruction on a day to day basis for their assigned students.
 - A. Preparation periods are those 200 minutes of time during each week, when pupils are not assigned – exclusive of lunch and recess – for each teacher assigned in the basic instruction skills program, to be utilized for the following purposes:
 1. Preparation of classroom materials
 2. Parent conferences and contacts
 3. Principal-Teacher conferences
 4. Individual program planning and grade level meetings for instructional planning
 5. Research and materials acquisition for individual classroom curriculum
 6. Conferencing with another teacher to articulate any shared student's program and progress
 7. IEP or Student Study Team meetings for teacher assigned students.

- B. These 200 minutes, as defined by Article A above, shall remain uninterrupted except in the event of:
 - 1. A message that must be transmitted to the teacher
 - 2. An emergency (as defined in Article VI-3, District Rights) district or faculty meeting
 - 3. An emergency involving a student or parent
 - 4. Internal Substitute Coverage pursuant to Article XIII
- C. Education Specialist assigned to elementary grade levels, upon administrative approval, shall be provided up to fourteen (14) hours of preparation time for the purpose of preparing/writing IEP's paid at the current regular hourly rate.

16. Co-teaching

- A. DEFINITION: Co-teaching is defined as a daily instructional delivery approach in which general and special education educators share responsibility for planning, delivery and evaluation of instructional techniques for a group of students; general and special education educators work in a coactive and coordinated fashion, which involves the joint teaching of academically and behaviorally heterogeneous groups of students in integrated settings.
- B. Assignment to co-teaching sections/classes will be based on expertise and site/student needs as directed by site administrator. The District will seek volunteers within the school site staff before assigning non-volunteers.
- C. For teacher teams who have not previously served a co-teaching assignment, the District will provide two (2) days of training (all grade levels), prior to beginning the initial co-teaching assignment. The professional development shall occur during the work year unless otherwise agreed upon between the District and the co-teachers.
- D. Teacher teams may have up to two (2) days or fourteen (14) hours of planning and collaboration time, coordinated with site administration, prior to the first day of the teacher work year.
- E. During the work year and after commencement of the co-teaching assignment, with dates coordinated with site administration, co-teaching teams may have up to three (3) days or twenty one (21) hours for planning and collaboration time.
- F. To the extent possible, secondary school administrators shall give primary consideration in the development of the master schedule to providing co-teaching partners with a common preparation period.
- G. Responsibilities of the co-teaching assignment may be divided and/or allocated

according to a plan designed by the co-teaching partners with the approval of the site administrator.

- H. The Special education students within the co-teaching classes/sections will be assigned by the IEP team.
 - I. The Association and the District shall meet no later than April 1, 2020 to review co-teaching hours.
- 17. Student Study Team (SST) and Individual Education Plan (IEP) meetings do not count as one of the five (5) regularly scheduled faculty meetings referenced in section 7 above. The District will make every effort to ensure IEP meetings and SST meetings are held during the regular contracted workday (i.e. marathon IEP/SST days). In the event that the District and parent are not able to mutually agree on a meeting time during the regular contracted workday, the District will compensate unit members for their time outside the regular workday at the current contracted hourly rate as outlined in Art. XIII. Paragraphs 8.D and 8.E.
 - 18. Directed time is a period of time during the teacher work day when pupils are not assigned, exclusive of duty free lunch, recess break and preparation time. Directed time teacher assignments shall be under the direction of the building administrator, to conduct district business on an equal basis. This time is optionally provided by the district on a daily, weekly or annual basis.
 - 19. Release time for professional growth classes or workshops:
 - A. Teachers required to attend a college class or workshop by the district shall be released from duty at 3:00 p.m., providing the time and travel distance to the course or workshop warrants the early release as determined by the school principal. Any employee obligations listed under Article XI - Item 3 shall preclude this early release provision.
 - B. Teachers attending college classes or workshops not mandated by the district may be released from duty as determined by the site principal, according to the time and travel distance to the course or workshop. Any employee obligations, listed under Article XI - Item 3 shall preclude this early release provision.
 - 20. Extra-curricular duties are paid positions that employees may apply for. Such duties will include coaching assignments, spirit squad advisor, drama advisor, annual advisor, student council advisor, chorus director, extended day classes, etc.
 - A. Each year, each school site will announce and post all open extra-curricular positions and all certificated employees at that site will have an opportunity to apply for these positions. The announcement will include the type of positions, the qualifications, the length of the assignment, and the salary.

1. If the positions can not be filled from qualified certificated employees at the site, then it will be opened and posted at other school sites. If no qualified certificated employees can be found to fill the positions, then the positions may be opened to other district employees or the general public.
 2. Certificated employees may also make a written request that the District initiate new extra-curricular activities. The request will include the type of program, the instructional objective, the length of the program, and the costs to operate the program.
 3. These positions are for one year only.
- B. Teachers will be compensated for extra-curricular duties in accordance with Article XII, item 12.
 - C. Teachers serving in extracurricular paid positions will be provided with a job description and the criteria on which they will be evaluated.
 - D. High School Athletic Directors shall teach only one period of instruction and shall be released to perform the duties of the Athletic Director position for the remainder of the regular work day. Because High School Athletic Directors teach only one period in the basic instructional skills program, they will not have a defined preparation period pursuant to Article XI, paragraph 12, and shall instead use this time to perform their duties as an Athletic Director. All other STA contract language will apply to Athletic Directors.
21. “Non-Teaching Duties” means duties which are required by the Board and which do not involve instruction of students, excluding the faculty meetings. Such duties include, but are not limited to, bus duty, playground duty, sidewalk duty, collection of student monies, student hall supervision, formal and informal conferences with parents, distribution of school information, participation in student clubs during work day, supervision of student dances, supervision of school activities, back to school night. Non-teaching duties shall be assigned in a fair and equitable manner.
- A. In addition to one hour beyond the regular work day for spring formal parent conferences, one hour beyond the regular work day for fall formal parent conferences and one and one-half hours beyond the regular work day for back to school night, teachers may be required to serve seven (7) hours for elementary, ten (10) hours for middle and fourteen (14) hours for secondary of non-teaching duties beyond the teacher’s regular workday. Such service will include school activities, school athletic events, student dances, student field trips, evening programs, concerts, clubs, late night parent conferences, etc.
 - B. Extra-Curricular duties for which the teacher is being compensated will not count

as part of the (7) seven hours for elementary, (10) ten hours for middle and (14) fourteen hours for secondary of non-teaching duties.

- C. Teachers may volunteer to serve more than seven (7) hours for elementary, ten (10) hours for middle and fourteen (14) hours for secondary of non-teaching duties. Such teachers will be recognized by the Board of Trustees with a letter of commendation that will be placed in the teacher's personnel file.
 - D. Teachers will be notified in writing five work days prior to the date that they will serve non-teaching duties beyond the regular work day. If the non-teaching duty is canceled, rescheduled, or postponed, the teacher will be notified of the change as soon as possible. If a teacher reports for a non-teaching duty which has been canceled, rescheduled, or postponed and if the teacher has not been notified of the change, then the teacher will be given one hour of non-teaching duty credit for reporting for duty.
 - E. At the beginning of each year, each school will draw up a list of all the anticipated non-teaching duties and the hours for each duty. This list will be posted and teachers will sign up on a first come first served basis for no more than seven (7) hours for elementary, ten (10) hours for middle and fourteen (14) hours for secondary of non-teaching duties.
22. Staff Development Days are considered regular work days and all staff are expected to attend and participate.
23. All staff are expected to attend and participate in any state mandated Program Improvement (PI) and Common Core Staff Development Activities (i.e., required Reading & Math Professional Development Training K-12.) Every effort will be made by the District to hold these activities during contracted hours. Participants will receive a stipend for attending Reading and Math PI and Common Core Staff Development Activities that are beyond the regular work day.
24. Dual Language Immersion
- A. DEFINITION: Dual Language Immersion is defined as a daily instructional delivery approach where the curriculum is taught to students in both English and another language. DLI teachers work as a team and share responsibility for lesson planning, pacing, assessments and grading, with a goal of students reaching proficiency in both languages.
 - B. Assignment to Dual Language Immersion classes will be based upon proper credentialing, prior experience with DLI instruction and site/student needs as directed by the site administrator. The District will seek volunteers within the school site staff before assigning unit members to DLI assignments.
 - C. The District will provide Teachers on DLI assignment eight (8) hours of

professional development (all grade levels). The professional development shall occur during the work year unless otherwise agreed upon between the District and the DLI teachers.

- D. The Progress Report and Report Card entry window for teachers on a DLI assignment will be extended to 5 non-meeting work days. Teachers will be notified when the report entry window is open to them.
- E. There will be a DLI Leadership committee that will review program curriculum, parent and teacher recruitment strategies, student and parent engagement, and programs needs as they arise. The committee shall consist of one (1) DLI teacher each from grades K-1, 2-3, and 4-6. The Association shall also assign one member to the committee. Unit members serving on the DLI leadership committee shall receive the district hourly rate of pay for committee work. Committee will meet at least 4 times throughout the school year.

ARTICLE XII

Teacher on Special Assignment (TOSA)

1. Working Days, Hours and Compensation

- A. The work year for TOSAs shall be 186 workdays, consistent with the teacher work year, and have a seven (7) hour work day. TOSA's may have flexible schedules. The work year shall include ten (10) additional days, set by the District, which shall be paid at the unit member's per diem rate.
- B. If a TOSA is used as a substitute teacher, they will be compensated at their regular salary, however deductions to the pay of an absent teacher on extended leave under section 44977 and article XIX 14.A. will be made pursuant to the rate specified on the substitute salary schedule. A TOSA will not substitute more than two (2) full days in a row. For the purpose of Subsection 1.B., if the TOSA substitutes for 2.5 hours or more of the school's instructional day this will count as a full day.

2. TOSA Positions

- A. Openings for TOSA positions shall be posted, filled and flown following the same procedures used for filling all other certificated positions in the District. The TOSA positions must be consistent with the skills used in credentialed positions.
- B. TOSAs shall not evaluate other bargaining unit members or be put in positions of authority over bargaining unit members.
- C. If a TOSA does not want to serve in the position for the following year, the TOSA must notify the District on or before March 15th.
- D. When a TOSA returns to the classroom, the TOSA will be assigned to any classes or grade level that he or she is credentialed to teach. If the TOSA's original classroom position is vacant, the TOSA will have priority to return to that position when the position is flown.

Article XIII

Compensation

1. **Philosophy** – The certificated non-administrative salary adopted by the Governing Board shall be a single salary schedule based upon training and experience and shall be applicable to all teachers regardless of grade level or subject taught amended as to a percent (%) factor as to time and (or) per diem and responsibility.
2. **Objective** – The primary objective is to secure and retain competent teachers in the Soledad Unified School District. It is recognized that both salary and instructional conditions are factors in attracting and retaining high quality personnel.
3. **Salaries**
 - A. Certificated non-administrative salaries will be paid according to the Certificated Salary Schedule found in the Appendix to this contract. All teachers will receive step and column, as applicable.

Salaries for the Extra Curricular Activities shall be paid according to the Extra Curricular Salary Schedule as found in the Appendix to this contract.
 - B. All teachers who serve other than the required number of work days shall receive salary based on the daily rate of the annual salary. Teachers serving less than seventy-five percent (75%) of the school year shall receive a salary based on the daily rate times the word days served.
 - C. Payroll for annual contract shall begin with the month of the beginning date of service of 186 work days for regular assignment.
 - D. “Daily Rate of Pay” means the teacher’s annual salary divided by the number of work days he/she is required by the Board to be present at school.
 - E. “Hourly Rate of Pay” means the daily rate of pay divided by seven (7).
4. **Initial Salary Placement**
 - A. All new certificated teachers hired after July 1, 2015 shall be credited with a maximum of (15) years of service credit or higher with approval of Superintendent or designee based on district need. Initial step and column placement will occur after experience and college transcripts have been verified by the Superintendent or designee. It is the responsibility of the employee to furnish the district with official transcripts and verification of previous employment within six calendar months of the date of hire.
 - B. Initial column placement shall be determined by the Superintendent or designee

upon verification of experience and advanced degree courses. Official college transcripts and prior employment verification shall be furnished by the employee within six calendar months of the date of hire. If verification is not made within six calendar months, then the employee will be required to wait until the following school year column and step advancement.

- C. Permanent teachers who have taught for the Soledad Unified School District and who leave for reasons other than dismissal may, upon being re-employed by the district, be reinstated in the step and column on the salary schedule which they attained, providing they return to the district within 39 months.
- D. Teachers hired as interns to teach without a preliminary or clear credential shall be authorized placement on Column III, Step 1. Advancement on the salary schedule above Column III, Step 1 requires a preliminary or clear credential. Upon receiving a preliminary or clear credential interns shall be credited with year-to-year service credit from date of hire as an intern.

5. **Salary Advancement:** Teachers may advance by Step (vertically) and Column (horizontally) on the schedule as follows:

A. **Step (Vertically)**

a. One step for each year of service to step 14. To be eligible for step advancement, teachers must satisfy condition b. (The only exception to the above is when a teacher moves to Column II or Column V, when movement to one of these columns would allow an employee to move to their appropriate year of district creditable service).

Effective November 13, 1997, it is the agreed interpretation that under Article XII, item 5(a), a teacher may go up to step 14, with 14 years of district credited service, in their appropriate column. It is further agreed that no action will be taken regarding prior conflicting interpretations by the bargaining unit or its members. Furthermore, past practices of the district concerning this issue will be accepted by both parties.

b. 75% Minimum Service: Full-time teachers shall be advanced one step on the salary schedule the next year provided that they have rendered service in paid status seventy-five percent (75%) of the total work hours in the previous school year.

c. Longevity: After teachers have completed three (3) years at Step 14, Column V, the employee will receive 4% increment and be placed on Step 17; after three (3) years at Step 17, the employee will be placed at Step 20 and receive a 4% increment; after three (3) years at Step 20, the employee will be placed at Step 23 and receive a 4% increment; after three (3) years at Step 23, the employee will be

placed at Step 26 and receive a 4% increment; after three (3) years at Step 26, the employee will be placed at Step 29 and receive a 4% increment.

B. Column (Horizontally) Teachers advance a Column on the salary schedule when they have achieved the required number of approved units.

a. Only units and credits approved by the Superintendent or designee shall be accepted for a change in column. Request for course approval should be filed with the Superintendent prior to the start of class. The Superintendent will furnish the employee with written notice of courses approved for salary advancement. Failure to receive prior approval from the Superintendent might mean that course work will not be accepted for column advancement.

b. Courses for unit credit may be achieved in any of the following ways:

1. Completion of an accredited four-year college or university course
2. Completion of an accredited two-year college course that is consistent with the needs of the district's instructional program
3. Completion of courses or inservice under the sponsorship of the district

c. Standards for Equating Credit Units for Salary Advancement

1. One unit is equivalent to fifteen (15) hours of actual class time for district sponsored courses or approved inservices.
2. Quarter units taken shall be multiplied by two-thirds to arrive at the equivalent semester unit.

d. Course Approval - Upon completion of the course, the employee shall follow column advancement procedures. (Paragraph 6)

e. Notice of intention to achieve column change must be on file. (Paragraph 6, Section A).

f. No teacher shall be advanced more than one column in any one year.

6. **Column Advancement Procedures:** Teachers must meet the following requirements for column reclassification on the salary schedule

A. Coursework for salary advancement shall be completed by the beginning of the school year.

1. The employee shall notify the district in writing no later than April 15 of his/her notice of intent to change column status for the ensuing year (i.e. Column I to Column II).
2. Failure to notify the district by April 15 of the intent to change column status will result in no reclassification on the salary schedule.

- B. The employee is ultimately responsible to provide the district verification of completed coursework (an official transcript) according to established timelines.
- C. All units of coursework must be verified by employee no later than October 15 before reclassification will be approved for the ensuing year.
- D. The Superintendent shall authorize column advancement upon receipt of an official, valid transcript from a teacher training institution verifying successful coursework completion no later than October 15.
 - 1. A letter of verification prior to October 15 from a training instructor that the employee has met all course requirements shall be sufficient notice for reclassification purposes pending receipt in the district office of an official transcript no later than November 1.
- E. **Payroll Adjustment:** Verification of coursework must be received by September 15 for the employee to receive a full twelve (12) month pay increase.
 - 1. Verification of coursework, an official transcript submitted by the employee, must be received by October 15 for the employee to receive an eleventh-twelfth (11/12) pay increase.
 - 2. Verification of coursework, an official transcript submitted by the employee, must be received by November 1 for the employee to receive a ten-twelfth (10/12) pay increase.

7. **Salary Schedule**

- A. The salary schedule for the Master Agreement will be attached as Appendix Section A.
 - 1. **Column I**
 - a. Less than a full credential, enabling the teacher to provide instructional services. Requires a bachelor's degree with zero to twenty-nine (0-29) units of approved coursework and enrollment in a district approved credential or teacher training program.
 - b. Full credential, enabling the teacher to provide instructional services. Requires a bachelor's degree plus zero to twenty-nine (0-29) approved units.
 - 2. **Column II**
 - a. Less than a full credential, enabling the teacher to provide instructional services. Requires a bachelor's degree plus

thirty (30) units of approved coursework and enrollment in a district approved credential or teacher training program.

- b. Full credential, enabling the teacher to provide instructional services. Requires a bachelor's degree plus approved thirty (30) units.
- 3. Column III full credential enabling teacher to provide instructional service. Bachelor's degree and forty-five (45) approved units or Master's degree.
- 4. Column IV full credential, enabling teacher to provide instructional service. Bachelor's degree and sixty (60) approved units or Master's degree and fifteen (15) approved units.
- 5. Column V full credential, enabling teacher to provide instructional service. Bachelor's degree and seventy-five (75) approved units or Master's degree and thirty (30) approved units.

B. Longevity

After teachers have completed three (3) years at Step 14, Column V, the employee will receive a 4% increment and be placed on Step 17; after three years (3) at Step 17, the employee will be placed at Step 20 and receive a 4% increment; after three (3) years at Step 20, the employee will be placed at Step 23 and receive 4% increment; after three (3) years at Step 23, the employee will be placed at Step 26 and receive a 4% increment; after three (3) years at Step 26, the employee will be placed at Step 29 and receive a 4% increment.

C. Bilingual Competency Certificate and Bilingual Credential Stipends

The District will pay all teachers who hold either the Bilingual Competency Certificate (BCC), Bilingual Cross-Cultural Language Academic Development Certificate (BCLAD) or the Bilingual Emphasis Credential a \$4,000.00 stipend paid over four (4) years in equal installments of \$1,000 per year as long as they are providing bilingual instructional services to students. To receive the full stipend the teacher must remain in the District or at least four (4) years. The stipend will be paid at the end of the school year. Teachers who participate in the bilingual program and teach the Spanish program will receive payments of \$500 per year following their initial BCLAD stipend payment as long as they remain in the dual language immersion program and provide bilingual instructional services to students. Teachers who participate in the bilingual program and teach the English program will receive payments of \$500 per year as long as they are providing bilingual instructional services to students.

D. Repayment for District Paid Coursework for BCLAD Training

In the event that an employee resigns from District employment within four (4) years of obtaining CLAD/BCLAD Certification, the employee will be

responsible for reimbursing the District of all costs paid on behalf of the employee for the certification. This includes but is not limited to, the cost for training, test registration, materials, and certification. The District will provide the employee with the costs incurred. The district will work together with the employee on a re-payment plan.

7. Contract Conditions

- A. It shall be the policy to release certificated employees from a contract, based on:
 - 1. Medical disability verified by a licensed physician.
 - a. Recommendation from the Superintendent that such release would be of benefit to the District and employee.
 - b. A competent replacement is employed to assume the duties of the contracted employee.
- B. Extended service days beyond the work year shall be based upon the daily rate or per diem of the current year of the contract.
- C. A teacher who provides additional instructional services as the designated teacher during preparation time or beyond the instructional day for teachers will be paid at the per diem rate based on the teacher's annual salary per mod/period or block, effective May 1, 2003. To qualify for this pay, the instructional service must be at least one grading period in length and grades must be reported and recorded for all students enrolled in the class or classes. Home teaching is exempt from this provision.
- D. Regular teachers, TOSA's, and Counselors employed during non-service days or beyond the certificated staff work day in special service programs of defined beginning and ending dates of temporary nature, shall be paid at the "District Hourly Rate" which currently is at \$48 per hour. Such services include curriculum development, committee work, home teaching, independent study and extended day instructional services for which no grade is reported.
- E. School Psychologists, Speech and Language Pathologists, and School Nurses employed during non-service days or beyond the certificated staff work day in special service programs of defined beginning and ending dates of a temporary nature, shall be paid at the "Specialists District Hourly Rate" which currently is at \$55 per hour.

8. Teacher Travel

- A. Teachers who may be requested to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate approved by the

board for all driving done between arrival at the first location at the beginning of their work day; provided, however, that if the distance from the teacher's home to his/her first location or from the teacher's last location to his/her home is greater than the distance between the teacher's home and his/her base school, he/she shall be reimbursed from the difference at the rate of pay approved by the board.

- B. A teacher shall obtain written permission from the District Superintendent to take students on a field trip or to take students home after a school activity and to transport such students in any personal automobile. Written permission shall mean that the trip is a school sponsored activity.
 - 1. The employee is responsible for primary insurance coverage and the District is responsible for secondary coverage.
 - 2. The employee should contact their own insurance provider for specific information as to primary coverage before transporting students.
 - 3. The District will provide secondary liability coverage for any personal injuries or deaths or damage to personal or real property arising during the course of each trip.

10. **Compensation for Substitute Teaching**

The intent of this section is that the district will pay to a teacher or teachers the rate of pay that would normally go to a substitute if one were available as described below.

- A. Whenever it is necessary due to the unavailability of qualified substitute teachers, the district will first seek volunteers on an equitable basis from its regular certificated staff. The district will establish a list of those wishing to volunteer for substituting; these teachers shall be called on first – based on need. In the event that volunteers cannot be found, teachers will be assigned involuntarily for coverage.
- B. All teachers who substitute either voluntarily or involuntarily will be duly compensated according to the in-house substitute teaching rates described below.
- C. A mod or period is defined as a class 35 minutes to 60 minutes in length. A block is defined as a class 70 to 100 minutes in length.
- D. In-house substitute teaching rates:
 - 1. **Substitute Teaching by a Regular Employee**
Employees who voluntarily/involuntarily substitute for at least ½ a mod, period, or block shall be compensated at their hourly per diem rate.

2. Shared Contract Teachers
Shared Contract Teachers who are assigned to substitute for ½ day shall be compensated at the rate of 50% of the district's current substitute rate per occasion.
3. Kindergarten or Certificated Pre-School Teachers
When applicable, kindergarten or certificated pre-school teachers who, due to the absence of their normally assigned certificated partner or a substitute, are assigned to teach both AM and PM sessions shall be compensated at the rate of 60% of the district's current substitute rate per occasion.
4. Students Assigned Temporarily to a Teacher Due to a Lack of a Substitute
When due to the lack of substitute teachers at the elementary level, students are assigned temporarily to teachers, these district teachers will be compensated:
 - a. At the daily sub rate of pay divided by the number of unit members who have taken on additional students for more than half of a day up to a full day. At one half (½) the daily sub rate divided by the number of unit members who have taken on additional students for up to one half (½) of the school day. A class will be split and equally dispersed among teachers. Each employee can receive up to (6).
 - b. A Junior Kindergarten or Transitional Kindergarten teacher may elect to receive up to 12 students. When a Transitional Kindergarten or Junior Kindergarten teacher is assigned an increased student load due to the absence of a teacher who is responsible for teaching a Transitional Kindergarten or classroom, the teacher who is assigned the increased student load shall be compensated at the rate of 100% of the District's current substitute rate per occasion. This amount shall be prorated based on the actual amount of time the Transitional Kindergarten or Junior Kindergarten teacher spends in class with the increased student load. The prorated amount shall be calculated by dividing the current substitute rate by the number of hours in a substitute teacher's workday and multiplying the resulting hourly pay rate by the number of hours actually spent by the Transitional Kindergarten or Junior Kindergarten teacher with an increased student load, rounded up to the nearest hour.

11. Whenever it is necessary for teachers to teach an extra period for the whole year during their prep time, the district will first seek volunteers, on an equitable basis, from its appropriately credentialed certificated staff. If an absence is due to District mandate the employee will still be compensated at their per diem rate.

12. **Extra-Curricular Compensation:** A salary schedule for Extra-Curricular Program assignments and compensation shall be incorporated into this agreement as “Appendix B”. The extra-curricular salary schedule shall receive any future salary adjustment applied to the certificated salary schedule “Appendix A”. Compensation for extra-curricular activities which are not covered by the salary schedule, except for extended day activities, shall be negotiated by the Association and the District. Extended day activities shall be paid at the District hourly rate.
13. **Supervision of Intern Stipend:** The District will provide a \$1,000.00 annual stipend for School Psychologists, Speech Pathologists, & School Nurses who supervise practicum students and/or interns of \$1,000.00, prorated to \$500 per semester for the months where supervision/support is provided.

ARTICLE XIV

Benefits

1. Medical/Prescription, Dental and Vision Insurance Coverage

The District agrees to the benefits program specified below for the duration of the Master Agreement. At the end of this agreement, and, until the new agreement is negotiated, the District agrees to continue coverage according to all provisions of Article XIV.

Effective July 1, 2003 “Domestic partners” will be eligible to participate as employee’s dependents, per the guidelines provided by CalPERS Health Benefit Plan.

Health and Welfare Benefits will continue to be provided at the same level and at the published CalPERS rates for the 2012-2013 school year.

A benefits committee will be established as needed to make findings and recommendations on rates and options on Health and Welfare Benefits.

A. Medical Insurance

1. a. The District shall provide paid medical insurance for each employee. The District shall also provide seventy-five percent (75%) of the paid medical insurance for each employee’s dependent.

b. Only employees that have other CalPERS insurance may receive the employee’s medical insurance portion (without dependents, the amount paid monthly for the CalPERS Choice Plan) as taxable income. Opting out of dental, vision and life insurance is not possible.

c. If two full-time STA employees are married to each other, and both would individually qualify for paid health insurance, the district will waive the 25% cost share of the dependent premiums, if one of the two employees will cover the spouse and their other dependent(s) under their name. Dual coverage is no longer available under CalPERS.
2. Paid prescription shall be provided under medical benefits.
3. The teachers shall be covered under CalPERS Choice. Those employees choosing CalPERS Select shall be paid the difference between the costs of CalPERS Choice and CalPERS Select and CalPERS EPO.

B. Vision Care Insurance

The District shall provide paid Vision insurance for each employee. Dependent Vision care insurance may be provided at the employee’s expense, according to the insurance carrier’s criteria. The District will provide the same paid Vision coverage that was provided for in the 2015-2017 Master Agreement.

- C. Dental Insurance
The District shall provide Dental insurance for each employee. The coverage shall have a \$2,000 maximum benefit per year. Dependent dental care insurance may be provided at the employee's expense, according to the insurance carrier's criteria.
- D. Life Insurance
1. The District agrees to provide each employee a core term life insurance policy that the insurance carrier provides.
2. The District shall not provide a life insurance policy to the employee dependents.
- E. The carrier or vendor shall be selected by the Association and District, each consulting with the other from time to time in regard to benefits of the medical plan and the merits of the various carriers or vendors. Association and district will work cooperatively during the length of the contract to mutually develop a cost effective program of medical coverage for employees.
- F. Utilization Review if required by the insurance carrier, the employee shall participate in utilization review, with a mandatory second surgical opinion in the event of hospitalization and/or surgery.
2. Employees hired on or after July 1, 2017, shall be provided the same benefits as stated above except that the District contribution towards health and welfare benefits for members hired after July 1, 2017, shall be capped at the 2017 annual contribution rates of:
- Medical: \$9,844.56 for member only; \$18, 220.86 for member + 1; and \$22,773.81 for member + family.
- Dental: \$738.00 for member only; \$738.00 for member +1; and \$738.00 for member + family.
- Vision: \$144.00 for member only; \$241.20 for member +1; and \$433.20 for member + family.
3. Full-time teachers working more than thirty (30) hours a week shall be entitled to all paid district benefits.
4. A full-time teacher who has served seventy-five (75%) of the school year or more and terminates employment following the last work day of the school year, shall be entitled to continued coverage under the medical/prescription, dental and vision care plans until August 31st of the ensuing school year.

5. Reduced contract employees shall be subject to the provisions of Article XVI, Section 4, Compensation, Leaves, Benefits, and Working Conditions.
6. Mandated Benefits
 - A. The employee shall have deductions from monthly payroll for those insurances, taxes or benefits required by law. The employees are obligated to complete and submit timely reports, documents, and information required for mandated deductions.
7. Voluntary Deductions
 - A. The District shall provide voluntary payroll deduction plans paid by the employee for tax sheltered annuities, savings plans, life insurance and salary protection insurance.

ARTICLE XV

Early Retirement Benefits

1. Health and Welfare Benefits Upon Retirement

- A. If hired before 7/1/07: An employee who retires and who has fifteen (15) years of service in the District of which the last five (5) years were consecutive service and has attained the age of fifty-five (55) year of age shall be eligible to receive employee only coverage under the District paid medical, vision, dental plan coverage in effect for Bargaining Unit employees only at the time of retirement to the time the retired employee becomes eligible for the national and/or state medical program if less than sixty-five (65) years of age. The retired employee between the ages of fifty-five (55) and sixty-five (65) shall be able to obtain medical coverage for all eligible dependents at the cost of the retired employee. This coverage shall be the same coverage in effect for active employees.

If hired after 7/1/07 and before 7/1/16: Employees who retire are eligible to receive 50% paid benefits. The retired employee between the ages of fifty-five (55) and sixty-five (65) shall be able to obtain medical coverage for all eligible dependents at the cost of the retired employee. This coverage shall be the same coverage in effect for active employees.

Teachers hired on or after July 1, 2016, who retire from the District, are 50 years of age or older, and have a least fifteen (15) years of continuous service with the District prior to retirement, will be allowed to remain in the group for Health and Welfare benefits at the retiree's expense.

- B. If hired before 7/1/07: An employee who retires and has attained the age of 65 or has become eligible for the national or state medical program if less than 65 years of age shall be eligible to receive district paid supplement to the national or state medical program that will provide medical coverage equivalent to the benefit level received by active employees. This benefit will continue for a period not to exceed fourteen (14) years or until the retiree's seventy-nine (79th) birthday. After the fourteenth (14th) year or the 79th birthday, the retiree will be able to purchase supplemental coverage at their own expense.

If hired after 7/1/07: Employees who retire will be eligible to receive 50% paid supplemental benefits. After the fourteenth (14th) year or the seventy-nine (79th) birthday, the retiree will be able to purchase supplemental coverage at their own expense.

- C. An employee who retires and has at least three (3) years but less than fifteen (15) years of service in the district and has attained the age of fifty (50) years shall be allowed to remain in the group for Health and Welfare benefits at the retiree's

expense.

- D. For the duration of two fiscal years (2012-13 and 2013-14) and if financially feasible thereafter, current and future retirees under the age of 65, may receive the \$600 annual payment. Retirees will have to sign a statement that acknowledges that this payment (1) will be treated as taxable income and a W-2 will be issued at the end of the calendar year, (2) that this payment may not be interpreted to mean that the district is obligated to pay any amounts that have been negotiated and are paid to current employees automatically to retirees (3) that it is the retiree's responsibility to monitor any maximum amounts earnable under the CalSTRS retirement rules.

2. Consultant Services

Certificated employees who retire after the age of fifty-five (55) and have completed fifteen (15) years of service in the District shall be eligible in accordance with the following:

- A. Employment for consultant service not to exceed five (5) years but cease at the age of sixty-five (65) years of age required by law.
- B. The maximum number of days of service the first year after retirement will be the quotient of dividing the annual consultant salary established by the Education Code by the daily salary rate of the year of retirement.
- C. Each succeeding year of the maximum five (5) year period the number of days of service each year shall be determined: Dividing the annual consultant salary by the year of retirement salary rate times five percent (5%).
- D. Retirees, serving in the consultant rate shall be limited to assignments in curriculum development, develop and prepare special projects and programs, monitoring programs, develop and prepare instructional materials, substitute for support certificated personnel. This service or salary does not extend as a substitute teacher.

3. Half-Time Position Prior to Retirement

A certificated employee with ten (10) years in the District of which the last five (5) are consecutive, and has attained the age of fifty-five (55) years shall be entitled to half-time (1/2) teaching position in accordance with the following:

- A. Written request has been submitted to the District Superintendent at least sixty (60) calendar days prior to the close of the school year.
- B. Retirement deduction shall be based upon salary employee would have earned at full time.

C. Months of service for retirement purpose is considered full time.

4. Golden Handshake

The district will provide the Golden Handshake to qualified bargaining unit members when the state authorizes and the Governing Board offers the Golden Handshake in any given year.

A. Early Retirement Option

In the year when the Governing Board offers the Golden Handshake, the qualified bargaining unit member, who has served in the Soledad Unified School District for a period of five full years, may choose a one-time payment of \$10,000.00 cash incentive retirement.

ARTICLE XVI

Reduced Contract Employees

1. It shall be the policy of the District that it may grant, upon request of an employee, a reduced contract for a work year.
2. The best interest of the pupils shall be of prime consideration in approving any request for dividing a teaching contract or any other kind of reduced contract assignment. The second consideration shall encompass all other possible effects upon the District.
3. **Definitions**
 - A. “Reduced Contract” means employees who are employed for less than 100% of the total work hours.
 - B. “Shared Contract Employees” means two employees sharing one full time K-6 assignment on a 50/50 basis with each employee being employed half-time.
 - C. “Three-Fourths-Time” means employees contracted to work for at least 75% of the total work hours but less than 100% of the total work hours.
 - D. “Half-Time” means employees contracted to work for at least 50% of the total work hours but less than 75% of the total work hours.
 - E. “One-Fourth-Time” means employees contracted to work for at least 25% of the total work hours but less than 50% of the total work hours.
4. **Compensation, Leaves, Benefits, and Working Conditions**
 - A. Employees on a reduced contract shall receive all leave, compensation, employee benefits, and working conditions on a pro-rated basis to a full-time contract as described in the Master Agreement. All provisions shall be multiplied by the percentage factor of service.
 - B. Reduced contract employees will contribute to the State Teachers Retirement System and receive credit for service in proportion to the amount of time worked.
5. **Salary Schedule Advancement**
 - A. Reduced contract employees will advance one step vertically on the salary schedule when they have accumulated a total of one year of service in the previous school year or years. Movement on the salary schedule will occur at the start of the school year. The District will maintain a record of the employee’s years of service by quarters only and will indicate on the employee’s contract the number of quarters of full-time years that the employee has served in the District.

- B. Three-Fourths-Time employees will advance one full year after completing the equivalent of one year of full service as a three-fourths employee.
- C. Half-Time employees will advance one full year after completing two years of service as a half-time employee.
- D. One-Fourth-Time employees will advance one full year of service after completing four years of service as a one-fourth-time employee.

6. Meetings and Responsibilities

- A. Reduced contract employees will be required to attend faculty and district meetings in proportion to the amount of time worked. The site principal shall notify the reduced contract employees on a monthly basis which meetings that they will be required to attend. The number of meetings used to determine the proportional amount is stated in Article XI, paragraphs 2 and 3 of the Master Agreement. For example: A half-time employee is required to attend 50% of the meetings. Reduced contract employees are responsible for obtaining the information presented at meetings for which they are not required to attend. The process for obtaining the information will be established by the site principal.
- B. Reduced contract employees are required to attend all in-service days as stated in Article XI, Paragraphs 4 and 5 of the Master Agreement plus one additional in-service day, the School Based Coordinated Planning Day (SBCPD). For the proportion of the time that these in-services exceed the reduced contract employees' normal working hours, the reduced contract employees will be compensated at their per diem rate.
- C. Reduced contract employees must be available for parent conferences.
- D. Reduced contract employees are required to participate in Open-House and Back-To-School Night activities.
- E. Reduced contract employees will serve non-teaching duties which are beyond their normal work hours. Non-teaching duty time will be pro-rated by the percentage of time that the employee works.
- F. Other non-teaching duties will be assigned to reduced contract employees on a pro-rated basis. However, these duties will be assigned in accordance with the reduced contract employees' normal working hours. For example: A reduced contract employee who works from 8:00 AM – 12:30 PM will not be required to serve bus duty at 2:56 PM. However, this employee may be required to serve morning cross-walk duty from 7:50 to 8:00 AM.

7. Application for Reduced Contract Employment

- A. Applicants must submit no later than March 15, a written proposal for reduced contract teaching or contract sharing to the site principal, listing the proposed work schedule, assignment duties, general instructional program, and the advantages to the students.
- B. The final decision shall be determined by the site principal and the superintendent, in consultation with the Association.
- C. The application must be approved or denied by May 1. In approving applications, the District will give priority to tenured employees.
- D. If an application is denied, then the application shall be notified in writing outlining the reasons for denial.
- E. An employee, whose application is denied, may request a conference with the District Superintendent to review the matter.

8. Return to Full-Time Service

- A. A request to return to full-time assignment must be submitted to the site principal and the district office on or before March 15th of the school year preceding the school year in which the full-time assignment will take place. On a personal hardship basis, the superintendent may waive the March 15th deadline.
- B. If a reduced contract employee or an employee who is sharing a contract desires to go to full-time status, the increase will depend upon the staffing needs of the school district as determined by the superintendent. The transfer of any employee shall adhere to the regular transfer and assignment policies as provided by Article XX of the Master Agreement.
- C. The District shall grant such a request before hiring personnel from outside the District to fill a position.

9. Shared Contracts

- A. Basic Policy and Procedure:
 - 1. All provisions of this Master Agreement which apply to reduced contract employees will apply to shared contract employees.
 - 2. Contract sharing assignments shall be filled only by certificated staff members, who, at their own option, may jointly request to work together.
 - 3. No contract sharing may be administratively mandated.

4. All shared contracts will be on a 50/50 basis, each employee required to work at least 50% of the time. Each employee shall teach 50% of the student instructional minutes required at their assigned grade level. The remaining portion of the 210 minutes shall constitute a preparatory period.
5. Participation in shared contract requires three full teaching years of service in the District. In the event that employees with three years of experience in the District have not applied, the District may consider employees who have less than three years of experience in the District.

B. Sharing Information

1. The two shared contract employees are responsible for keeping each other informed of announcements made and information given out when the other is not present.
2. To assure that both shared contract employees receive copies of the official notices, there shall be two mailboxes, one for each employee.

C. Substituting

If both the employees on the shared contract agree, then they may substitute without pay for each other without loss of sick leave days up to 10 days.

D. Limitation in Contract

Employees cannot be on shared contracts for more than two consecutive years without review by the site principal and approval by the superintendent, in consultation with the Association.

ARTICLE XVII

Temporary Teachers

1. **Definition:**
Temporary teachers are those persons requiring certification qualifications, other than substitute employees, who are employed to serve from a day to day service. (Per Ed Code Section 44919).
2. **Temporary teachers are hired to fill the following types of temporary positions:**
 - A. All certificated positions that are funded, by any percentage, from any of the following sources: grants, state/federal preschool, migrant, title I, bilingual, GATE, lottery, SIP, or any other categorical programs. This is due to the uncertainty of the year to year funding of grants and categorical programs.
 - B. A temporary slot will be maintained for each probationary or permanent certificated on a Board approved leave of absence.
 - C. A temporary slot will be maintained for each probationary or permanent certificated employee who serves in an administrative capacity. (Per Ed Code Section 44897).
3. **Movement to Probationary Status:** The following guidelines will apply when moving temporary teachers to probationary status.
 - A. “Date of Hire” will be used for placement on the certificated seniority list.
 - B. When a probationary position opens in the district, the temporary teacher who possesses the necessary credentials, has satisfactory evaluations, and has the greatest seniority will be offered that position.
 - C. Temporary teachers who hold only emergency credentials for their current assignment will not be moved to probationary status.
4. **Temporary Teacher Notification**
 - A. First-year temporary teachers not being re-employed for the following year shall be notified by the District office at least twenty-four (24) hours prior to the distribution of the tentative assignments for the following year.
 - B. Temporary teachers (other than first-year temporary teachers) shall be notified of whether the District intends to give them a contract for the following year, or the progress of the categorical funding and hiring, at least thirty (30) calendar days before the last school day of the year, unless it is impossible to do so.

4. Termination of Temporary Teachers

The District reserves the right to terminate a temporary teacher at anytime during the school year, without cause.

ARTICLE XVIII

PEER ASSISTANCE REVIEW (PAR)

A. **Purpose:** The Soledad Teachers Association (STA) and the Soledad Unified School District (District) strive to provide the highest possible quality of education in a collaborative culture of continual learning. The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist permanent teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. Teachers referred to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

B. **Definitions:**

“Permanent Teacher” – A teacher who is fully credentialed and tenured.

“Evaluator” – The certificated administrator designated by the District to evaluate a certificated teacher.

“PAR Panel” – Peer Assistance and Review Panel – The PAR Panel shall consist of seven (7) members, four (4) of whom shall be certificated teachers selected by the association. (One from K-2, one from 3-5, one from 6-8, one from 9-12 and continuation school). The remaining three (3) members shall be administrators selected by the District Superintendent. Par Panel members will serve for two (2) year staggered terms, which can be renewed. In the appointment of the initial panel, two of the classroom teachers and either one or two of the district’s appointees shall serve for one year only. Terms shall begin on July 1 and end on June 30 with the provision that the terms of the initial panel members may start at a different date. Vacancies in any position shall be filled by appointment by the District or STA respectively.

“Consulting Teacher” – An exemplary permanent teacher selected by the PAR Panel to provide Program Assistance to a participating teacher. The Consulting Teacher’s appointment shall be reviewed annually.

“Participating Teacher” – A permanent teacher who receives an “unsatisfactory” evaluation or a voluntary participant who wishes to work with a Consulting Teacher for coaching purposes.

“Involuntary Referral” – The process by which a permanent teacher is required to participate in the Peer Assistance and Review process.

“Voluntary Participant” – A teacher who indicates she/he wishes to receive assistance under the Peer Assistance and Review Program on a voluntary basis.

C. **Peer Assistance and Review (PAR) Panel**

The Program shall be operated by the PAR Panel. Decisions will be made by consensus whenever possible. Should a vote be required, action must be taken on an affirmative vote of the majority of the members present, with quorum of four (4) members present.

The PAR panel shall be responsible for the following:

1. The PAR Panel shall be responsible for establishing its own rules and procedures within the limits of the Master Agreement. The members of the joint panel shall select one of their members to serve as a chair each year. The chair shall serve a one year term. The District and the STA will alternate as chair on an annual basis. The Panel shall also select a member to act as a secretary to record minutes of each meeting.
2. Provide annual training for the PAR Panel members.
3. Select faculty members to participate in the Program as Consulting Teachers.
 - a. Consulting teachers must be chosen by a majority vote of a PAR Panel Quorum.
 - b. The PAR Panel will present to the Participating Teacher a list of approved Consultant Teachers who best fit the needs of the Participating Teacher. The Participating Teacher will select a Consulting Teacher from the list.
4. Develop a budget for the program, within the state allocation to be presented to the Superintendent for Board approval.
5. Select training and/or training providers.
6. Provide training for Consulting Teachers prior to the Consulting Teacher’s participation in the program.
7. Send written notification of participation in the PAR program to the Participating Teacher, Consulting Teacher, the site Principal, and the Superintendent.
8. Establish a Consulting Teacher selection process.
9. When a Consulting Teacher is assigned to a Participating Teacher, the PAR Panel must meet at least four (4) times during the year to review the interventions of the Consulting Teacher with his/her Participating Teacher and, as necessary, for the panel to conduct business.
 - a. Generally, the Panel shall meet within the work day; however, work after 3:40 PM shall be compensated at the district’s non-instructional hourly rate.

10. Review the summary report prepared by the Consulting Teacher and make written recommendations to the Governing Board, through the Superintendent, regarding the Participating Teacher's progress in the PAR Program. All written recommendations must be approved by a majority vote, with at least five (5) committee members present for the vote, three of whom must be teachers. The Participating Teacher shall have the right to submit a written response within twenty (20) work days and have it attached to the written recommendation.
11. The Panel will evaluate the District's PAR program on an annual basis and will submit the report to the Superintendent, the Board of Trustees, and STA.

The PAR Panel must monitor the progress of interventions with teachers who are mandatory participants in the Peer Assistance and Review program.

The PAR Panel will monitor the Consulting Teacher and the success of the assistance provided to the Participating Teacher. If, for any reason, the Participating Teacher is not making sufficient progress toward the outlined goals, the PAR Panel may elect to transfer the Consulting Teacher duties to another Consulting Teacher.

A PAR Panel member shall abstain from discussing or voting on any matters in which he/she has a professional or personal conflict of interest. A Panel member who is unable to perform his/her duties because of extended absences must submit his/her resignation.

12. Establish the forms to be used.
All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential, and said information is available only to the members of the PAR Committee, Participating Teachers, Consulting Teachers, Confidential Staff, Superintendent and Board of Trustees. PAR Panel members shall sign the "Assurance of Confidentiality" form. Panel members and Consulting Teachers may disclose information only as reasonably necessary to perform their respective functions.

D. Participating Teachers

Participants in the Peer Assistance and Review Program shall come from the following groups of certificated staff. With the exception of Group I, participation in the PAR program shall be based on the availability of Consulting Teachers as determined by the PAR Panel.

Group I: Permanent Teachers Determined to be in Need of Assistance:

Permanent teachers who receive an "unsatisfactory" rating on the CSTP standards 1-5 as noted in the SUSD Summary Evaluation Form. Group I participants may select the

Consulting Teacher they choose to work with based on availability as determined by the PAR Panel.

Group II: Permanent Teachers Voluntarily Requesting Assistance:

Permanent Teachers who are not required to be part of the Peer Assistance and Review Program but who voluntarily request assistance will receive second priority. The PAR program may serve a maximum number of Group II teachers as determined by the PAR Panel on an annual basis. Voluntary participants may indicate a preference for the Consulting Teacher with whom they wish to work.

Group III: Non-Permanent Teachers Not Eligible for Assistance under BTSA New teachers and second year teachers who do not have probationary status in the District shall be eligible for assistance under the Peer Assistance and Review Program based on availability of Consulting Teachers and funding as determined by the PAR Panel. Group III participants shall receive third priority. Group III participants may receive assistance in a group setting provided by Consulting Teachers.

Involuntary Referral for Permanent Teachers

1. The involuntary referral process to the PAR Program shall begin when a permanent teacher receives an overall unsatisfactory rating on the SUSD Summary Evaluation Form.
2. The evaluation must be made by the Principal or designee and at least two follow-up formal observations shall take place prior to any unsatisfactory summary evaluation as per the Master Agreement. The Principal shall make a referral to the Panel in the Spring after the final evaluation conference with the teacher.

Implementation of the Review Process

1. The Panel shall begin implementation of the PAR Process once the involuntary referral of a permanent teacher has been made. The Panel shall notify the participant by registered mail within two weeks that he/she has been accepted for the PAR Program intervention. The notification shall also provide the participant with a list of Consulting Teachers who are available through the program. The participant shall have 10 work days to submit a request for a particular Consulting Teacher. If a request is not received within this time frame, a Consulting Teacher will be designated by the PAR Panel.
2. It is understood that every possible subject matter competency may not be available within the core of Consulting Teachers and therefore occasionally it shall be necessary to secure subject area specialists to fully address identified deficiencies. In such cases the Consulting Teacher shall maintain primary responsibility for the Individual Performance Goals.

3. Once the assignment of a Consulting Teacher has been made, a conference shall be held to establish the Individual Performance Goals (IPG). The conference shall involve the participant, the Consulting Teacher and the participant's evaluator (Principal or designee). At this conference the participant shall have the right to request additional assistance from subject area specialists, if needed, and union representation. The IPG goals will not be changed without a meeting involving the participating teacher, consulting teacher, and the evaluator.
4. It is expected that the participant receive assistance from the Consulting Teacher as specified in the Consulting Teacher's duties section of this program. The Consulting Teacher shall share all verbal or written verbal or written progress with the participant at least once a month. Progress reports shall relate specifically to the Individual Performance Goals approved by the panel. A monthly log from the Consulting Teacher shall be given to the PAR Panel, including any progress reports from other individuals assisting the participant. These reports will list the performance goals, the assistance plan, the dates of observations, the dates of pre and post observation conferences, and any other resources used.
5. Nothing in this article shall preclude the Principal or designee from making observations and evaluations or from communicating with the participant regarding his or her fulfillment of professional obligations subject to the provisions of the contract.
6. By the end of the second semester that a teacher is in PAR the Consulting Teacher shall schedule a final conference with the participant and the evaluating administrator to go over the Consulting Teacher's report for the individual Performance Goals. The Consulting Teacher shall make a final report to the PAR Panel. These reports will list the performance goals, the assistance plan, the dates of observations, the dates of pre and post observations, and any other resources used. The participant shall have the opportunity to appear before the Panel in response to this final report. The Consulting Teacher's report may include any logs of assistance provided by any individual providing additional assistance to the participant under the Individual Performance Goals.
7. In general the period of PAR shall be for two full semesters and may be extended to three semesters. After each year of peer assistance based on the report from the Consulting Teacher and the

response of the participant, the Panel may report to the participant, the Superintendent, and the Board of Trustees that:

- a. The participant has demonstrated satisfactory progress in the instructional areas of evaluation where improvement was needed, and should return to the regular evaluation process, or;
 - b. Satisfactory progress has not been made, but that the participant is making progress, and that the intervention should be extended for another semester, or;
 - c. After three full semesters of peer assistance, if the Panel does not believe sufficient progress has been made or that further assistance or remediation will not be successful, with documented reasons to support this conclusion, the District may then initiate dismissal proceedings, continue to employ the teacher, or issue a notice of unsatisfactory performance pursuant to the provisions to the contract and the Education Code.
8. The discussions of the Panel regarding the intervention shall be closed and confidential. Its decision shall be based on classroom performance, the reports provided by the Consulting Teacher and information provided by the participant and the Principal or designee.

E. Consulting Teachers

A Consulting Teacher is an exemplary teacher selected by the PAR Panel to provide Program Assistance to a Participating Teacher. The Consulting Teacher will not evaluate the Participating Teacher. The Consulting Teacher will conduct observations in a timely and varied manner and be followed by an assessment of teaching and management techniques. The Consulting Teacher will give the participating teacher timely written feedback about the observation.

Qualifications

The following shall constitute the minimum qualifications:

1. A fully credentialed teacher with permanent status.
2. At least five (5) consecutive years of teaching with satisfactory evaluations. Three of these years must be in the SUSD district.
3. Demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
4. Applicants must submit three references from individuals with specific knowledge of his/her expertise, as follows:

- 4.1 A reference from a building principal or immediate supervisor
- 4.2 A reference from a former administrator or from another professional colleague
- 4.3 A reference from another classroom teacher

Term of Appointment

Consulting Teachers will serve a one (1) year term, which can be renewed.

Duties of the Consulting Teacher

- 1. Consulting Teachers shall have the responsibility for no more than one Participating Teacher at any one time.
- 2. The Consulting Teacher shall provide no fewer than 40 hours of assistance, per semester, to their assigned Participating Teacher. The Consulting Teacher will be away from their regular classroom no more than 10% of their time.
- 3. 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.
- 4. As the first step in the process, the Consulting Teacher shall meet with the Participating Teacher and Principal to discuss the PAR Program, to establish mutually agreed upon performance goals, to develop the assistance plan and to develop a process for determining successful completion of the PAR Program.
- 5. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall conduct both pre-observation and post-observation conferences.
The Consulting Teacher shall provide periodic (at least every three months), written reports to the Participating Teacher and the PAR Panel. These reports will list the performance goals, the assistance plan, the dates of observations, the dates of pre and post observation conferences, and any other resources used. The Consulting Teacher will provide a log of all activities, observations, and recommendations to their participating teacher.
- 6. During the year the Consulting Teacher, Participating Teacher, and Principal, through mutual agreement, may recommend to the PAR Panel that the assistance be discontinued. They may also request a subsequent formal observation to determine that the Participating Teacher has met his/her goals and meets district standards. The PAR Panel shall make the final determination.

Stipend

Consulting Teachers assigned a Participating Teacher will receive a \$3,000 stipend on an annual basis or pro-rated if for less than a year.

F. Participating Teacher Due Process Rights

1. The Participating Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the PAR Panel and to affix thereto his/her comments. To effectuate this right, the Consulting Teacher shall provide the Participating Teacher with copies of such reports at least five (5) work days prior to submitting them to the PAR Panel.
2. The Participating Teacher shall have a right to be represented by STA at any meeting of the PAR Panel to which the Participating Teacher has been requested to attend, and shall be given a reasonable opportunity to present his/her point of view concerning any report being made.
3. The decision to require a permanent teacher, who has received an “unsatisfactory” evaluation, to participate in this Program shall not be subject to the grievance procedure.
4. The Participating Teacher will have at least 3 observations at least one month apart by a Principal. These observations will be submitted to the PAR Panel. After each observation, the Participating Teacher, the Consulting Teacher and the Principal will revise the performance goals and the assistance plan as needed.
5. The Participating Teacher shall have the right to present reasons why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered.
6. The records of the PAR Panel intervention may be sealed within the personnel file after four (4) years.
7. This Program in no manner diminishes the legal rights of bargaining unit members.

G. Program Parameters

1. It is understood that this program shall terminate if for any reason it is not fully funded through AB1X (1999, Villaraigosa) or successor legislation.
2. This Program shall not deal with teachers’ employment issues which arise from accusation or neglect of duty or misconduct which are distinct from teachers’ evaluations as defined in B of this Agreement.
3. The functions performed by the PAR Panel and Consulting Teachers shall not constitute either management or supervisory functions.
4. Not more than five (5) percent of the funds received for the PAR Program may be expended for administrative purposes. The District may expend PAR funds as allowed by legislation including, but not limited to, the Beginning Teacher Support and

Assessment (BTSA) program and professional staff development activities.

5. The District shall hold harmless the members of the PAR Panel and the Consulting Teachers for any liability arising out of their participation in the PAR Program. PAR Panel members and Consulting Teachers shall have the same protection and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the Government Code.
6. All proceedings and materials related to the administration of this article shall be strictly confidential. Therefore, Panel members and Consulting Teachers may disclose such information only as reasonably necessary to perform their respective functions.
7. The District retains the responsibility for teacher evaluation under the Stull Act; however, the written recommendation of the PAR committee and the Consulting teacher's periodic reports shall be made available for placement in the Participating Teacher's personnel file and may be used in the evaluation of the Participating Teacher.

ARTICLE XIX

Leaves

1. **Definitions:**

A. “**Paid Leave of Absence**” means that a teacher shall be entitled to:

1. receive wages to which entitled, and all fringe benefits, including but not limited to insurance and retirement benefits, seniority and accumulated sick leave;
2. return to position held prior to leave of absence or comparable position should such position have been reduced or eliminated by the District;
3. receive credit for annual salary increment or reclassification if qualified.

B. “During an Unpaid Leave of Absence that teacher shall not be entitled to any benefits except those outlined in specific Leave of Absence policies. When a teacher returns from an Unpaid Leave of Absence that teacher shall be entitled to an assignment for which qualified. When they return, they may apply for reclassification on the salary schedule if qualified.”

2. **Sick Leave:**

Every teacher shall be entitled to ten (10) days of paid sick leave each year or pro-rated depending upon employment.

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

B. At the beginning of each school year every teacher shall receive a sick leave allotment credit, equal to his sick leave entitlement for the school year.

C. Accrued sick leave shall be transferred to another district when employee resigns, is terminated or non-re-elected and accepts employment in another district, when the transfer is initiated by the employee.

D. The Board may require a physician’s verification of illness if a teacher has been on sick leave for three (3) or more consecutive work days.

E. The Board shall provide each teacher with a written statement of (1) his accrued sick leave total and (2) his sick leave entitlement for the school year. Such statement shall be provided no later than October 1 of each school year.

3. **Maternity Leave:**

Employees are entitled to use sick leave as set forth in the sick leave section of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and

recovery therefrom. Such leave shall not be used for childcare, child rearing, or preparation for child bearing but shall be limited to those disabilities as set forth above.

- A. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the district management may require a verification of the extent of disability through consultation with the employee's physician or through a physical examination of the employee by a physician appointed by the District.
- B. If the length of the employee's disability is longer than the number of accrued sick leave days, then the employee may receive differential pay per Ed Code. Differential pay is the difference between the employee's wages and the substitute's wages.
- C. The employee shall be entitled to return to a position comparable to that held at the time the leave commenced.

4. Child-Rearing:

Upon written request, the Board may provide a teacher who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. Such leave shall not exceed 12 months following the end of maternity leave or adoption of the child. For the first four months of this leave all benefits are in effect. Any employee who has used less than 12 continuous months of child rearing leave may request additional unpaid leave for child rearing. The employee shall notify the Board that he or she intends to take such leave at least four weeks prior to the anticipated date on which the leave is to commence. The total amount of child rearing leave shall not exceed 12 months.

5. Industrial Accident and Illness Leave: Section 44984 of the Education Code is supplemented as follows:

- A. Employees will be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury which has qualified for workers compensation under the provisions of the State Compensation Fund.
- B. Such leave shall not exceed sixty (60) work 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 one fiscal year for the same industrial accident.
- C. The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the teacher will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- D. For any work days of absence from duty as a result of the same industrial accident,

the employee shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed one hundred (100) percent of the amount the employee would have received as salary had there been no employee industrial accident or illness.

- E. If the employee fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant, the amount of such disability indemnity actually paid to and retained by the employee.

6. Bereavement Leave

- A. An employee shall be entitled to a leave of absence not to exceed three (3) work days or five (5) work days if out-of-state travel is required, on account of the death of any member of his/her immediate family.
- B. No deduction shall be made from the salary of any teacher on bereavement leave, nor shall such leave be deducted from leave granted by other sections of this Agreement.
- C. This leave shall be used before personal necessity leave days are used for this purpose.
- D. For purposes of this provision an immediate family shall be limited to mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, or foster child, brother, sister, stepfather, or stepmother of the employee or any relative living in the immediate household of the employee. To include domestic partner or child of a domestic partner.

7. Judicial Leave

- A. A teacher shall be entitled to as many work days of paid leave as are necessary to serve jury duty.
 - 1. Employee, while serving jury duty, shall receive regular pay provided the employee endorses jury duty pay, exclusive of mileage pay, to the district.
 - 2. Employee shall verify "jury call" by submitting a copy of the summons to the immediate supervisor.
- B. Teachers shall be provided paid leave to appear as a witness in Court other than as a litigant, for reasons not brought about for the convenience or through the misconduct of the employees. The employees shall submit a written request for an

approved absence no less than three (3) work days prior to the beginning date of the leave.

8. Other Unpaid Leaves

- A. The Governing Board shall grant unpaid leaves for a period not to exceed two years for the following purposes:
 - 1. Peace Corps or an approved Teacher Exchange program
 - 2. Service as an elected public official
- B. The Governing Board upon the recommendation of the District Superintendent may grant unpaid leaves of absence not to exceed one year, to include but not limited to the following:
 - 1. Professional study and research
 - 2. Care for a member of the immediate family
 - 3. Health of the employee when recommended by a physician
- C. The application for all unpaid leaves of absence shall be in writing no later than six (6) weeks before the anticipated commencement of the leave except for an emergency. In addition, an employee shall notify the District Personnel office ninety (90) calendar days before the close of the school year as to the intent to return to employment in the District. Failure to notify will be considered as an abandonment of the position. Employees may apply for an extension of the unpaid leave in sections A and B above. Extension of such leave is at the discretion of the Board.
- D. The Board may elect to grant paid medical benefits for the duration of the unpaid leave.
- E. No absence from service of the District under any unpaid leave shall be deemed a break in continuity of service for the purpose of retaining seniority roster status. The employee shall be entitled to all leaves enumerated in this agreement.
- F. Notwithstanding any provision in this agreement to the contrary, employees while on leave of absence shall not accrue additional leave entitlement. Teachers on Peace Corps Leave, on Military Leave, or on an approved Teacher Exchange Program shall have the period of time that they are on leave count towards vertical movement on the salary schedule. Teachers on other leave who have rendered service less than 75 percent (75%) of the total work hours shall be considered a reduced contract employee and shall be subject to the provisions of Article XVI – Reduced Contract Employees, item 5 – Salary Schedule Advancement.

G. Convenience Leave Employees may request, in cases where an absence is not authorized by any other section of this agreement, to use unpaid leave to be governed by the following rules:

1. At least seventy-two (72) hours advance notice shall be given by the employee to the immediate supervisor.
2. Up to three (3) work days per school year may be taken
3. Said leave shall be unpaid
4. This leave is not intended to replace personal necessity leave. Employees are referred to Article XIX – Item 10, Personal Necessity Leave

H. Family Leave The District will comply with all mandated provisions of State and Federal laws concerning family and medical care leaves.

9. Study and Travel

- A. A leave of absence not to exceed one year for the purpose of permitting study and travel by the employee that must benefit the schools and pupils of the district may be granted at the discretion of the Governing Board.
- B. No leave of absence shall be granted to employees who have not served seven continuous years in the district preceding the granting of the leave. No employee may be granted more than one study and travel leave in a seven (7) year period.
- C. The Governing Board, in granting the leave of absence shall, subject to the rules and regulations of the State Board of Education, prescribe the standards of service which shall entitle the employee to a leave of absence.
- D. The number of teachers on leave of absence during any one semester shall not exceed three (3) percent of the total classroom teachers employed by the district at the time such leaves are granted.
- E. If number of eligible teacher applicants exceeds the three (3) percent maximum, selection shall be based on criteria established by the Governing Board.
- F. An employee granted leave of absence for travel and study shall agree in writing to render a period of service in the employ of the district following his/her return from such leave of absence which is equal to twice the period of the leave.
- G. Every employee granted a leave of absence for travel or study may be required to perform such services during such leave as may be agreed upon in writing by the Governing Board and the employee.

- H. The employee granted a leave of absence for study or travel for a year shall receive fifty (50) percent compensation of the salary that would have been earned had the employee been teaching in the District. Employee granted study and travel leave of one semester will receive full compensation of the salary and benefits that would have been earned had the employee been teaching in the District.
- I. Compensation shall be paid in the same manner as if the employee were teaching in the District.
- J. The employee granted a leave of absence for travel or study shall receive medical and insurance benefits at the same level as current employees qualified for medical benefits during the period of leave.
- K. No absence from service of the District under leave of absence for study or travel shall be deemed a break in continuity of service, and the employee shall be entitled to all leaves enumerated in this agreement.
- L. Notwithstanding any provisions in this agreement to the contrary, employees while on any leave of absence shall not accrue additional leave entitlement. Teachers on study or travel leaves who have rendered service less than 75 percent (75%) of the total work hours shall be considered a reduced contract employee and shall be subject to the provisions of Article XVI – Reduced Contract Employees, item 5 – Salary Schedule Advancement.

10. Personal Necessity Leave

- A. Accumulated sick leave, not to exceed seven (7) work days in any one school year, may be used at the employee's discretion for personal necessity leave pursuant to Education Code Section 44981.
- B. Item B-1 to B-4 constitutes personal necessity leave in which the employee is not required to give advance notice. Item B-5 required three (3) work days advanced notice. Twenty-four (24) hour advanced notice will be accepted for unanticipated urgency cases. Employees using personal necessity leave items B-1 to B-5 Shall fill out an absence request on the District designated absence reporting system, specifying the type of leave used.

B-1 to B-4 Personal Necessity (No Advanced Notice Required)

- 1. Death of a member of his/her immediate family, as defined in Bereavement leave, Article XIX, 6 D.

2. Accident involving the employee's personal property, or the person or property of a member of his/her immediate family as defined in Bereavement Leave, Article XIX, 6 D.
3. Critical illness of a member of his/her immediate family as defined in Bereavement Leave, Article XIX, 6 D.
4. Illness of a member of the immediate family and the employee is needed in order to provide care for that family member.

B-5 Personal Necessity (72 Hour Advanced Notice Required)

5. Other Personal Necessity Leave: It is recognized that there are occasions when an employee may have a need for leave due to other personal necessities when the employee's presence is required elsewhere for an event or activity which cannot normally be accomplished on non-work days.
- C. Such leave shall be governed by the following rules.
1. Said leave shall not be available for the purposes of strikes, work slowdowns, or work stoppages.
 2. Said leave shall not be available for the purpose of extending a holiday or vacation period except for leaves designated in items B-1 to B-4 of this section, emergencies approved by the district superintendent, or as stipulated in item 5c below.
 3. An employee may request personal necessity leave for the work day immediately preceding or following a holiday or vacation period but shall state to the Principal in writing the reason for the request. Approval of the request will be at the Principal's discretion.
 4. The employee will attempt to facilitate the advance scheduling of other personal necessity leave by meeting with the Principal.

11. **Early Leave**

- A. Early leave is intended to provide an employee time off during the first or last hour of the work day with prior approval (48 hours advance notice) of the Principal. Such leave may be granted at other times, provided that coverage of the work station can be arranged.
- B. Employees shall receive a paid leave up to two hours during one work day for medical, business or emergencies when such occur that action could not be

taken outside the work day. Arrangements shall be made with the site administrator with a written request at least forty-eight (48) hours advanced notice. An employee may not exceed an aggregate total of ten (10) hours early leave in any one school year.

- C. Early leave (ten hours per year) may be taken in increments of not less than 1 hour per request (not to exceed 2 hours per leave).
 - D. During the instructional day, no more than two (2) employees may use early leave in any one school site. Additional staff may be approved to leave early by the site administrator subject to available substitute coverage for that assignment.
 - E. At the discretion of the Principal, employees who wish to use more than ten (10) hours in one school year may do so, making up any hours missed, with an additional limit of ten (10) hours in a school year.
12. Military Leave: Any employee shall be entitled to receive regular daily compensation for the first thirty (30) calendar days while engaged in their performance of ordered military duty. Teachers on military leave shall have the period of time that they are on leave count towards vertical movement on the salary schedule. As used in this section only, an employee is one who:
- A. Is ordered on active military duty as a member of a reserve component of the armed forces.
 - B. Is ordered into active federal military duty as a member of the National Guard or Naval Militia.
 - C. Is inducted, or otherwise called into active duty, as a member of the armed forces.
13. Association Leave: The Association shall be granted an annual leave time of five (5) work days of paid leave time that may be distributed among Association representatives to be utilized for local, state or national conference, workshops, published meetings pertinent to Association affairs, excluding President's seminar. Representatives shall be excused from duties upon five (5) work days advance notification to the District Superintendent by the Association President or his/her designee.
14. Illness or Injury Extended Leave
- A. When a certificated employee is absent on account of illness or accident and all accumulated sick leave, vacation and compensatory time has been exhausted, the employee shall have deducted the exact amount paid a substitute teacher or would have been paid a substitute teacher had one been employed for a period of five (5) school months or less.
 - B. When the employee has exhausted all accumulated sick leave, and other accrued

leave and the five (5) school months or less differential in salary, a request may be made for an unpaid leave not to exceed six (6) months from the Governing Board.

15. Catastrophic Leave

- A. Catastrophic Leave shall be defined as an illness or injury that is expected to incapacitate the employee for an extended period of time.
- B. To be eligible for Catastrophic Leave, the employee shall have exhausted all accrued plus advanced sick leave.
- C. To utilize Catastrophic Leave, the employee shall apply through the Human Resources Department by providing a written letter and medical verification of their catastrophic, long-term illness, or disability. If the employee is unable to provide the letter, a family member or an STA representative may serve as an alternate.
- D. An employee may utilize Catastrophic Leave to coordinate with partial paid leave in order to receive full pay.
- E. An employee shall not be eligible for Catastrophic Leave during the period of time the employee is receiving full pay under Industrial Accident or Illness Leave or any other fully paid leave.
- F. Only employees with fifteen (15) or more days of accumulated (not advanced) sick leave shall be permitted to donate days toward Catastrophic Leave. However, the donor shall maintain a sick leave balance of at least fifteen (15) days after making a donation.
- G. Each eligible employee may donate a maximum of five (5) days of accumulated sick leave for each request by an employee approved for Catastrophic Leave.
- H. Requests for Catastrophic Leave shall be filed with the Human Resources Department.
- I. Within three (3) work days of receipt of the request for Catastrophic Sick Leave, the Human Resources Department shall distribute a communication to all certificated staff, including the name of the individual requesting, their classification and worksite.
- J. Certificated employees seeking to donate sick leave shall advise the Human Resources Department in writing within two (2) weeks of the distribution of the Catastrophic Leave request.

- K. The Human Resources Department shall confirm eligibility for all individuals who wish to donate sick leave. The sick leave transfer shall be effective within five (5) work days of the deadline for filing donations.
- L. Donated sick leave days shall be utilized on a one (1) day basis (regardless of the number of hours per day or whether or not the recipient is receiving partial paid leave, e.g. substitute differential pay) per employee donating. If one day has been utilized from all donors, then a second day shall be utilized. The employee with the most accumulated sick leave days shall be the first donor, the second most accumulated days shall be the second donor, etc.
- M. Unused donated days shall be credited back to the donor.

ARTICLE XX

Transfer or Reassignment

1. Definitions

- A. **Transfer** is defined as the change of an employee's assignment from one school/site to another.
- B. **Reassignment** is the change of an employee's grade level or subject within the same school site.
- C. **Vacancy** shall include a new position, or an opening arising from resignation, retirement, leave, transfer, release or reassignment after reassignments within a site have been determined.
- D. Involuntary Transfer or Reassignment is a transfer or reassignment that was not requested by the employee.
- E. Day, as used in this section, means a day when the District office is open.

2. Purpose

All personnel are employees of the District and not one particular school or department. The Superintendent is authorized to reassign and transfer all personnel in accordance with procedures below, provided the affected employees remain in their area of certification and occupational competence.

3. Procedures

- A. All known bargaining unit vacancies occurring prior to the close of the school shall be posted when such occur. The District may post vacancies concurrently internally and externally. Internal postings shall be e-mailed to all unit members at least ten (10) days before the vacancy is filled. The vacancy notice shall state type of assignment (i.e. general education, TOSA, SPED, elementary, secondary), starting date, posting date, and when applicable, the school site and grade-level(s). Vacancies occurring after the last Instructional Day shall be posted concurrently internally and externally for at least five (5) days before the vacancy is filled.
- B. The District will notify teachers with written requests on file and the Association when vacancies occur either via district mail service, U.S. Postal Service or other means of communication, such as email, of pending vacancies.
- C. When transfers or reassignments are made during the first twenty (20) work days of the school year, appropriate readiness time will be provided.
- D. When transfers or reassignments occur during the school year, after the first twenty

(20) instructional days, the teacher will be provided three (3) minimum non-teaching days for readiness for the new assignment.

- E. The teacher will be notified in writing by the District Superintendent of an approved transfer or reassignment as follows:
 - 1. Prior to the end of the school year, if the transfer or a reassignment is to take effect for the ensuing year;
 - 2. As soon as practical if the transfer or reassignment is made during a school recess or during the school year.
- F. School District materials and property authorized to be moved will be moved by District maintenance personnel, if arrangements are made in advance and if the items are properly boxed for moving.
- G. All transfers or reassignments shall be considered on the basis of needs of the District and qualifications of personnel determined by the District.
- H. Teachers not receiving a requested transfer or reassignment may request a conference with the District Superintendent to review the matter.
- I. Request by in-district personnel shall have consideration over placement of out-of-district applications.
- J. If a member is informed of a master schedule change after the first instructional day, the member may request a meeting with the administrator, or designee, to discuss the change and may bring an Association representative.

4. Voluntary:

A voluntary transfer will be made with the mutual consent of the teacher and the District Superintendent or designee. A voluntary transfer must be requested in writing to the Human Resources office by the teacher or the district and shall occur only after a conference has been held between the teacher and the Human Resources Office. A voluntary reassignment must be requested in writing to the site administrator by the teacher and shall occur only after a conference has been held between the teacher and site principal.

The filing of a request for transfer or reassignment is without prejudice to the employee concerned. It shall not jeopardize his/her present assignment.

- A. Vacancies occurring within the school year need to be e-mailed to individual unit members.
- B. Teachers at a school site with the appropriate credential shall have the first opportunity to apply for any vacancies at the school site. If two or more

teachers at that same school site apply, then the interview process shall take place.

- C. If no teacher at the school site applies for the vacancy, then it shall be open for all teachers within the District.
 - D. If no teachers within the District apply for the vacancy, then it shall be open to the general public.
 - E. Compliance with SB 1665 (Scott Bill): Notwithstanding any other provision of this agreement:
 - 1. All voluntary transfers of teachers to a K-12 school ranked in deciles 1 to 3 inclusive, on the Academic Index shall comply with section 35036 of the Education Code.
 - 2. No priority will be given to a request for a voluntary transfer by a certificated person after April 15 of the school year prior to the school year in which the transfer would become effective if other qualified applicants have applied for positions requiring certification qualification at the receiving school.
5. Involuntary: Employees may be involuntarily transferred or reassigned any time when such transfer is deemed to be in the best interest of the District as determined by the District. Any involuntary transfer shall be approved by the Executive Director of Human Resources, Associate Superintendent, or Superintendent. Reassignments involuntarily changing elementary grade level may be appealed to the Executive Director of Human Resources, Associate Superintendent, or Superintendent.
- A. An employee shall be notified in writing outlining the reason(s) for transfer or reassignment to be effective for the ensuing school year.
 - B. When transfers or reassignments are made during the school year, the District will conduct a conference with the employee, and provide him/her in writing the reason(s) and effective date of the transfer. The employee may request a representative of the Association at the conference.
 - C. Except for assignments made as part of the master scheduling process, when planning involuntary transfers or reassignments, the District will use the criteria described below. An involuntary transfer or reassignment decision shall not be arbitrary or capricious.
 - 1. First, teachers who volunteer
 - 2. Second, temporary teachers
 - 3. Third, probationary teachers
 - 4. Fourth, permanent teachers who have never been transferred

5. Fifth, permanent teachers who have previously been voluntarily transferred
6. Sixth, permanent teachers who have previously been voluntarily transferred within the last three (3) years.
7. Seventh, teachers who have submitted a written statement that they will be retiring within two (2) years.

The District retains the discretion to determine whether teachers are equally qualified. When teachers are equally qualified, the District will select the teacher within the lowest seniority.

Exception to Article XX, 5, C1-C7: When the District reconfigures a school or schools by grade level, the District retains the right to transfer teachers to another school at their appropriate grade level. Employees who are involuntarily transferred will not be involuntarily transferred under this exception for three (3) years. Involuntary transfer that is prompted by PLAS will adhere to this exception to Article XX, 5, C1-C7 language.

6. Administrative Transfers: The District Superintendent may for any reason transfer employees when such action is deemed to be in the best interest of the educational program of the District, the pupils, or the unit members. Whenever possible, the employee shall be notified and counseled regarding the transfer, and, upon the employee's request, written reason(s) for such transfer shall be supplied to the employee by the Superintendent. An administrative transfer or reassignment decision shall not be arbitrary or capricious.

ARTICLE XXI

Safety

1. All employees shall maintain safe and sanitary conditions in their teaching or work areas of responsibility.
2. All employees will report any practice or condition which poses a threat to the health or safety of any person associated with the School District to their immediate supervisor, using the district supplied work order form.
3. Upon notification, the District shall investigate and eliminate or correct any conditions the District determines to be unsafe or hazardous.
4. The Association shall appoint at least one representative to each school's Safety Committee. Of these site representatives, the Association shall select two (2) bargaining unit members to serve on the District Safety Committee.
5. The District shall provide each classroom and major work area with first aid kits and emergency supplies as recommended by the applicable school safety committee.

Short Term Pupil Suspension

A bargaining unit member may suspend a pupil from their class for the day of the suspension and the following day for any act that disrupts or diminishes the education process in accordance with Education Code section 48910. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Any parent-teacher conference under this paragraph shall not count against the limit on after school meetings in Article XI.

Specialized Health Care Procedures

1. Qualified and trained nurses shall be the only bargaining unit members to provide and conduct necessary specialized health care procedures. No other bargaining unit members shall be requested or required to perform such specialized health care.
2. The District shall provide the required PPE and facilities to wash with hot water and antiseptic soap to any bargaining unit member who may come into contact with bodily fluids.

Assault

1. Unit members shall immediately report any cases of an attack, assault, or physical threat suffered by them in connection with their employment to their site administrator or immediate supervisor. Such notification shall immediately be forwarded to the Superintendent or designee. The Superintendent, or designee, shall comply with any

reasonable request from the unit member for information in the possession of the District relating to the incident or the person(s) involved.

2. The District shall provide professional development, on a voluntary basis, to unit members wishing training on how to subdue assaultive pupils, break up pupil fights, and use of conflict intervention skills.
3. The District shall notify unit members in accordance with the Education Code, section 49079, of a record of conduct demonstrating that a student has caused, or attempted to cause, serious bodily injury. Notification may be made using electronic means.

Physical and Emotional Safety

The District shall provide a safe workplace that protects unit members from physical violence, sexual harassment, and other forms of prohibited discrimination.

ARTICLE XXII

Distance Learning

Distance Learning is a new and evolving method of delivering instruction, in-services and virtual field trips.

For the purposes of this Agreement, Distance Learning means the use of the Internet, electronic devices and media, including television and computer educational programs and material used in the education of pupils, parents, community and staff between a school site and site off campus.

CATEGORIES

A. Programs operated and/or developed by in-house certificated employees

(1) Curriculum developed by in-house certificated employees

(a) Curriculum that is developed by a certificated employee on their own time, using their personal equipment shall have proprietary rights to the curriculum. Upon approval of both the Curriculum Council and the Board of Trustees, the Curriculum may be used as a supplement to the state curriculum and provided the certificated employee allows the district to use the curriculum for either a mutually agreed fee or through an act of donation from the employee to the district.

(b) Curriculum developed by an in-house certificated employee using district equipment and/or on district time, shall remain the property of the district.

(2) Compensation for teachers conducting a distance learning class (This section takes effect July 1, 2002)

(a) Teachers providing instruction through distance learning in their regular period/block are already compensated through their placement on the salary schedule.

(b) Teachers providing instruction during their prep time, zero period, or beyond the regular work day (including laboratory work required by the course) shall be compensated at their hourly per diem rate when the teacher provides instruction, lesson plans, and grading papers.

(c) Teachers serving as a proctor/monitor only and not responsible to deliver instruction or the grading of papers shall be paid per the district's hourly rate.

B. Outside Programs/Services

The District reserves the right to contract with outside agencies such as: universities, county offices of education, State Department of Education, other school districts or private foundations to provide instructional services, in-services and/or virtual field trips.

C. Assessment of the Program

An assessment of distance learning programs shall be conducted annually by a review panel of two district certificated teachers and two administrators to determine the success and worthiness of continuing the use of that specific distance learning program, including the enrollment per course. A written report shall be submitted to the Superintendent and Board of Trustees.

ARTICLE XXIII

Savings Provisions

If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE XXIV

Duration

STA and the District agree to a three year term of agreement from July 1, 2021 through June 30, 2024.

1. This agreement and any current side letters represent the entire terms and conditions between the Governing Board of the Soledad Unified School District and Soledad Teachers Association and shall become of full force and effect from July 1, 2021 and shall continue in force and effect until midnight June 30, 2024 and shall continue in full force and effect from year to year thereafter, unless either party shall give the other party written notice in accordance with Article IV Negotiations.
2. Article XIII (Compensation), and Article XIV (Benefits) shall be open for negotiation during each year of this agreement. The District and the Soledad Teachers Association shall each have the right to open two additional articles during each year of this Agreement.
3. In witness thereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this 6th day of April, 2022.

APPENDIX A

SOLEDAD UNIFIED SCHOOL DISTRICT and SOLEDAD TEACHERS ASSOCIATION

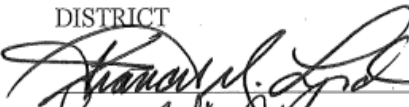
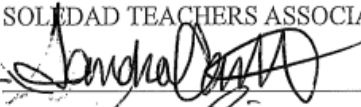
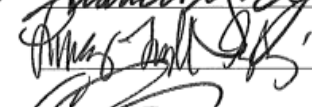
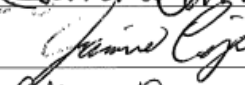
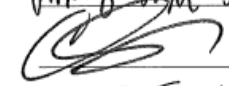
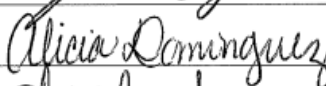
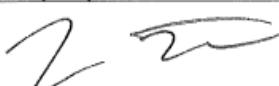
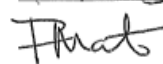
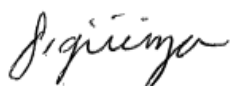

Closing Tentative Agreement

April 6, 2022

The Soledad Unified School District (District) and the Soledad Teachers Association (STA) agree to resolve all issues in negotiations for the 2021-2022 school year as follows:

1. The STA salary schedules shall be increased by four percent (4%), retroactive to July 1, 2021. This increase applies to Appendices: A1 Teachers and Counselors; A2 School Nurses and School Psychologists; A3 Speech and Language Pathologists.
2. The District shall pay a one-time off-schedule payment of one percent (1%) of each unit members current salary on the current 2020-2021 salary schedules, prorated for part-time service. This payment shall be made to all unit members who are employed by the district at the time this agreement is ratified by the STA unit.
3. The parties agree to adopt a new salary schedule for School Psychologists as Appendix A4, a copy of which is attached as Exhibit A. The new salary schedule shall be effective July 1, 2022.
4. The parties agree to increase certain coaching stipends in Appendix B (formerly Appendix C), a copy of which is attached as Exhibit B. The new stipend schedule will be effective July 1, 2022.
5. The parties shall implement the tentative agreement regarding Article 4 (Negotiations), and the collective bargaining agreement shall be modified as shown in Exhibit C.
6. The parties shall implement the tentative agreement regarding Article 8 (Evaluation), and the collective bargaining agreement shall be modified as shown in Exhibit D.
7. The parties shall implement the tentative agreement regarding Article 10 (Class Size), and the collective bargaining agreement shall be modified as shown in Exhibit E.
8. The parties shall implement the tentative agreement regarding Article 11 (Hours), and the collective bargaining agreement shall be modified as shown in Exhibit F.
9. The parties shall implement the tentative agreement regarding Article 13 (Compensation), and the collective bargaining agreement shall be modified as shown in Exhibit G.
10. The parties shall implement the tentative agreement regarding Article 15 (Early Retirement Benefits), and the collective bargaining agreement shall be modified as shown in Exhibit H.

11. The parties shall implement the tentative agreement regarding Article 19 (Leaves), and the collective bargaining agreement shall be modified as shown in Exhibit I.
12. The parties shall implement the tentative agreement regarding Article 20 (Transfer & Reassignment), and the collective bargaining agreement shall be modified as shown in Exhibit J.
13. The parties shall implement the tentative agreement regarding Article 24 (Duration), and the collective bargaining agreement shall be modified as shown in Exhibit K.
14. This agreement closes negotiations on all issues for the 2021-2022 school year.

DISTRICT	SOLIDAD TEACHERS ASSOCIATION
	
	
	
T. Frank	Anne Sanchez
	
	
	

APPENDIX B

Soledad Unified School District Certificated Salary Schedule - Teachers 2022-23

	5.0% Increase				
	Col I	Col II	Col III	Col IV	Col V
	BA 0-29	BA +30	BA +0-59 or MA +0-14	BA +60-74 or MA +15-29	BA +75 or MA +30
1	56,629	57,146	59,261	61,268	63,440
2	57,817	59,261	61,268	63,440	65,692
3	59,369	61,268	63,440	65,692	68,034
4	61,268	63,440	65,692	68,034	70,461
5	63,440	65,692	68,034	70,461	72,983
6	65,692	68,034	70,461	72,983	75,593
7	68,034	70,461	72,983	75,593	78,304
8	70,461	72,983	75,593	78,304	81,145
9			78,304	81,145	84,024
10			81,145	84,024	87,044
11			84,024	87,044	90,472
12				90,472	93,427
13					96,796
14					100,290
17					104,303
20					108,473
23					112,812
26					117,327
29					122,018

Longevity Provision

After the employee has completed three (3) years at Step 14, Column V, the employee will receive a 4% increment and be placed on Step 17; after three (3) years at Step 17, the employee will be placed at Step 20 and receive a 4% increment; after three (3) year at Step 20 the employee will be placed at Step 23 and receive a 4% increment; after three (3) year at Step 23 the employee will be placed at Step 26 and receive a 4% increment; after three (3) years at Step 26 the employee will be placed at Step 29 and receive a 4% increment.

Bilingual Stipend

The District will pay all teachers who hold either the Bilingual Certificate of Competency (BBC) or the Bilingual Credential a \$500 stipend paid each year as long as they are providing bilingual instructional services to students. The stipend will be paid at the end of the school year.

Column III Placement

Credential and BA +0-59 or Credential and MA +0-14 units. To be placed in Column III employees must: (1) Teachers hired as interns to teach without a preliminary or clear credential shall be authorized placement in Column III, Step 1. Advancement on the salary schedule above Column III, Step 1 requires a preliminary or clear credential. Upon receiving a preliminary or clear credential, interns shall be credited with year-to-year service credit from date of hire as an intern; (2) possess a baccalaureate or higher degree; (3) receive a salary paid through the general fund of the Soledad Unified School District; (4) employees with preliminary teaching credential granted in California and employees holding a valid California teaching credential, but currently teaching under a waiver of specialized credential qualify for Column III placement.

Board Adopted: _____

Reflects an increase of 5% effective July 1, 2022

**Soledad Unified School District
 Certificated Salary Schedule
 Psychologist and Secondary School Social Workers (SSW)/LCSW's
 2022-23**

	5% Increase
	Column I
1	89,119
2	91,611
3	94,375
4	97,122
5	99,909
6	102,865
7	105,864
8	108,956
9	112,141
10	115,421
11	118,798
12	122,277
13	125,859
14	129,550

WORK DAYS & HOURS

Psychologist

194 7.5 hours per day

Board Adopted: _____

Reflects an increase of 5% effective July 1, 2022

**Soledad Unified School District
Certificated Salary Schedule
School Nurse, Speech Language Pathologist (SLP),
and Elementary School Social Workers (SSW)
2022-23**

	5% Increase
	<u>Column I</u>
1	84,876
2	87,342
3	89,881
4	92,497
5	95,191
6	97,967
7	100,823
8	103,768
9	106,801
10	109,926
11	113,141
12	116,454
13	119,867
14	123,381

WORK DAYS & HOURS

School Nurse

194 7.0 hours per day

Board Adopted: _____

Reflects an increase of 5% effective July 1, 2022

APPENDIX C

SOLEDAD UNIFIED SCHOOL DISTRICT EXTRA CURRICULAR ACTIVITIES 2022-2023

Coaching Stipends

APPENDIX C

Football	Varsity Head Coach	1	4,345
	Assistant Varsity Coach	3	3,065
	Football Head JV Coach	1	3,510
	Assistant JV Coach	1	3,010
	Freshman Head Coach	1	3,510
Xcountry	Varsity Head Coach	1	4,345
	Cross Country Assistant Varsity	1	2,900
	Head JV Coach	1	3,510
Basketball	Varsity Head Coach	2	4,345
	Assistant Varsity Coach	2	2,900
	Head JV Coach	2	3,510
	Freshman Head Coach	2	2,900
	MS Coach	4	1,950
Soccer	Varsity Head Coach	2	4,345
	Head JV Coach	2	3,510
	Assistant Varsity Coach	2	2,900
	MS Coach	4	1,950
Wrestling	Wrestling Varsity Head	2	4,345
	Assistant Varsity Coach	1	2,900
	Head JV Coach	1	3,510
	MS Coach	2	1,950
Baseball/Softball	Varsity Head Coach	2	4,345
	Assistant Varsity Coach	2	2,466
	Head JV	2	3,510
	Head Freshmen Coach	2	2,900
	MS Coach	1	1,950
Track	Varsity Head Coach	1	4,345
	Assistant Varsity Coach	2	2,900
	Head JV Coach	1	3,510
	MS Coach	1	1,950
Volleyball	Varsity Head Coach (Boys)	1	4,345
	Varsity Head Coach (Girls)	1	4,548
	Assistant Varsity Coach	1	2,900
	Head JV Coach	2	3,510
	Head Freshmen Coach (Girls)	1	2,900
	MS Coach (2 Girls', 1 Boys')	3	1,950
Swimming	Head Coach	1	4,345
	Head JV Coach	1	3,510

HS	Athletic Director	1	5,800
	Activities Director/ASB Director	0	5,800
	Activities Director/ASB (noprep)	1	7,000
	Athletic Trainer	1	4,345
	Department Chairperson	8	3,510
	Agriculture FFA Advisor	3	5,300
	MESA Advisor	1	2,400
	Band Advisor	1	2,600
	HS Dance Advisor	1	2,800
	Chorus Advisor	1	2,400
	Drama Advisor	1	2,400
	Cheer Advisor	2	2,800
	Yearbook Advisor	1	2,400
	Link Crew Advisor	1	2,800
	Class Advisors	4	1,000

MS	Athletic Director	1	2,500
	Activities Director/ASB Director	1	3,100
	Yearbook Advisor	1	1,800
	MESA Advisor	1	1,500
	Dance/Chorus Advisor	1	750
	Band Advisor	1	2,500
	Department Chairperson	6	2,400
	WEB Advisor	1	2,300

ES	Elementary Schools Yearbook (1 per site)	5	1,000
	Student Council (1 PerSite)	5	1,000

Effective: Board Approved:1-Jul-2017

(Revised: March 9, 2016; June 14, 2017, May 11, 2022)

Note: In the event that the stipend is not used due to a program not being offered the administrator/director may use the budgeted dollars to pay for a substituted program not listed. The administrator/director shall make the District Office aware of any intentional substitution prior to the school year beginning and may not be greater than the budgeted stipend. The substitution information must include the name and amount of the stipend not being used along with the name of the substituted program. Any changes after the beginning of the school year must be approved by the Superintendent or designee. The number of FFA Advisory will be equal to the number of agriculture credentialed teachers teaching 50% or more of Agriculture classes in the Agriculture program.

*Due to the requirements of this sport, this position will be filled based on gender specific requirements.

**High School Department Chairperson, English, Math, Science, Social Studies, Elective, SPED, World Language, VAPA.

***Middle School Department Chairperson (English, Math, Science, Social Studies, Elective, SPED) All Coaching positions will be first made available to teachers presently employed by the District in accordance with Ed. Code Section 44919

Non-Coaching Stipend Descriptions

Activity Name: W.E.B. (Where Everyone Belongs) Advisor
School Level: Middle School

Description of Activity: The W.E.B. Advisor will be responsible for organizing and implementing W.E.B. activities on campus.

- 1. Coordinate with ASB leadership on providing feedback to site administration about how to improve student life on the middle school campus.**
- 2. Participate in Club Advisor training to ensure compliance with all ASB guidelines.**
- 3. Attend annual W.E.B. training.**
- 4. Provide input to the yearbook class to ensure that the contents reflect Main Street in a positive light.**
- 5. Coordinate Start of the Year/Orientation activities.**

Activity Name: Yearbook Advisor
School Level: Middle School

Description of Activity: The Yearbook Advisor will be responsible for organizing and directing the production of the official school yearbook.

- 6. Teach one period of Yearbook class on the master schedule.**
- 7. Produce a yearbook available for purchase.**
- 8. Participate in Club Advisor training to ensure compliance with all ASB guidelines.**
- 9. Provide oversight of student work on the yearbook to ensure that the contents reflect Main Street Middle School in a positive light.**
- 10. Coordinate and oversee year book sales.**

Activity Name: Dance/Chorus Advisor
School Level: Middle School

Description of Activity: The Dance/Chorus Advisor will be responsible for organizing and directing choral music activities that are an outgrowth of the school dance/music program.

- 1. Participate in Back To School activity hosted by the District at the beginning of each school year.**
- 2. Host once concert each semester.**
- 3. Participate in community events on an as-available basis (Festival, student trips, etc.)**
- 4. Coordinate fundraising events.**

Activity Name: Band Advisor
School Level: Middle School

Description of Activity: The Band Advisor will be responsible for organizing and directing instrument music activities that are an outgrowth of the school music program.

1. **Participate in Back To School activity hosted by the District at the beginning of each school year.**
2. **Hose one concert each semester.**
3. **Participate in Club Advisor training to ensure compliance with all ASB guidelines.**
4. **Participate in community events on an as-needed basis (Winter Parade, Festival, student trips, etc.)**
5. **Provide pep-band for select home athletic events**
6. **Attend parent booster meetings.**
7. **Keep accurate instrument inventory records**
8. **Maintain instruments in good working condition.**

Activity Name: Link Crew Advisor
School Level: High School

Description of Activity: The Link Crew Advisor will be responsible for organizing and implementing Link Crew activities that are on campus.

1. **Teach one period of Link Crew class on the master schedule.**
2. **Coordinate with the Principal's Advisory Committee on providing feedback to site administration about how to improve student life on the Soledad High School campus.**
3. **Participate in Club Advisor training to ensure compliance with all ASB guidelines.**
4. **Attend annual Link Crew training.**
5. **Coordinate Start of the Year/Orientation activities.**

Activity Name: Yearbook Advisor
School Level: High School

Description of Activity: The Yearbook Advisor will be responsible for organizing and directing the production of the official Soledad High School yearbook.

1. **Teach one period of Yearbook class on the master schedule.**
2. **Produce a yearbook available for purchase.**
3. **Participate in Club Advisor training to ensure compliance with all ASB guidelines.**
4. **Provide oversight of student work on the yearbook to ensure that the contents reflect Soledad High School in a positive light.**
5. **Coordinate and oversee yearbook sales.**

Activity Name: Cheerleader Advisor
School Level: High School

Description of Activity: The Cheerleader Advisor will be responsible for organizing and directing cheer activities that are performed on campus.

1. Participate in Back To School activity hosted by the District at the beginning of each school year.
2. Ensure that music selections and performances represent Soledad High School in an appropriate light.
3. Participate in Club Advisor training to ensure compliance with all ASB guidelines.
4. Participate in community events on an as-available basis (Homecoming Parade, Winter Parade, elementary school visits, etc.)
5. Coordinate fundraising activities.
6. Attend parent booster events.

Activity Name: Drama Advisor
School Level: High School

Description of Activity: The Drama Advisor will be responsible for organizing and directing drama activities that are performed on campus.

1. Stage and complete at least one public performance each semester.
2. Hold after school auditions and practices necessary to stage a public performance.
3. Participate in Club Advisor training to ensure compliance with all ASB guidelines.
4. Participate in community events on an as-needed basis.
5. Coordinate fundraising activities.
6. Ensure that music selections and performances represent Soledad High School in an appropriate light.

Activity Name: Chorus Advisor
School Level: High School

Description of Activity: The Chorus Advisor will be responsible for organizing and directing choral music activities that are an outgrowth of the school music program.

1. Participate in Back To School activity hosted by the District at the beginning of each school year.
2. Host one concert each semester/
3. Participate in community events on an as-available basis (Festival, student trips, etc.)
4. Participate in Club Advisor training to ensure compliance with all ASB guidelines.
5. Coordinate fundraising activities.
6. Ensure that music selections and performances represent Soledad High School in an appropriate light.

Activity Name: Dance Advisor
School Level: High School

Description of Activity: The Dance Advisor will be responsible for organizing and directing dance activities as the leader of the ASB Dance Club.

- 1. Participate in Back To School activity hosted by the District at the beginning of each school year.**
- 2. Perform at school events.**
- 3. Ensure that music selections and dance performances represent Soledad High School in an appropriate light.**
- 4. Participate in Club Advisor training to ensure compliance with all ASB guidelines.**
- 5. Participate in community event such as (Homecoming Parade, Winter Parade, half-time performances, student trips, etc.)**
- 6. Coordinate fundraising activities.**

Activity Name: Band Advisor
School Level: High School

- 1. Participate in Back To School activity hosted by the District at the beginning of each school year.**
- 2. Host one concert each semester.**
- 3. Provide pep-band for all home football games and other athletic events.**
- 4. Participate in Club Advisor training to ensure compliance with all ASB guidelines.**
- 5. Participate in community events such as (Homecoming Parade, Winter Parade, Festival, student trips, etc.)**
- 6. Coordinate fundraising activities.**
- 7. Attend parent booster meetings.**
- 8. Keep accurate instrument inventory records.**
- 9. Maintain instruments in good working condition.**

High School:
Band Advisor
HS Dance Advisor
Chorus Advisor
Drama Advisor
Cheerleader Advisor
Yearbook 9-12
Link Crew Advisor

Middle School:
Yearbook Advisor
Mesa Advisor (Meet the obligations outlined in the MESA MOU w/UCSC Dance/Chorus)
Band Advisor
WEB Advisor

APPENDIX D

Job Descriptions

6/11/18

DEPARTMENT CHAIRPERSON

Middle School / High School

DESCRIPTION OF POSITION:

The department chairperson provides instructional leadership and enhances articulation regarding curriculum alignment with standards, the development and implementation of common assessments, and the use of collective instructional strategies that will most appropriately meet the needs of students. The duties of the department chair are critical to the overall educational program of the school and require effective and ongoing communication and collaboration with staff and administration.

SUPERVISOR:

Site Principal

ESSENTIAL FUNCTIONS:

The Chairperson is responsible for, but not limited to:

- Facilitate achievement of the goals for the department and the goals of the school.
- Provide leadership to department by modeling lessons, coaching colleagues, assisting with lesson designs, leading data analysis and curriculum action plan.
- Ensure that department members enter benchmark data in to data collection system.
- Assist substitutes with upkeep and submission of grades on a weekly basis.
- Assist substitute in the development of lesson planning and pacing.
- Cooperatively prepare and review with members of the department they early goals and objectives.
- Establish, monitor, update the course descriptions, A-G requirements (High School only) pacing guides, curriculum guides, and benchmark assessments.
- Coordinate department participation in the development of articulated district curriculum by serving on the District Vertical Team.
- Act as a liaison between the departmental staff members and the principal and serve on the Site Leadership Team; Leadership Team Meetings will take place on a regularly scheduled basis.
- Conduct department meetings once a week, or according to the contract; and to publish agenda and minutes of those meetings for the department and the principal on a weekly basis.
- Serve as the key department representative on curriculum matters and to attend or send a department representative to attend district curriculum meetings including District Curriculum Council as needed.
- Coordinate the work of the department in reviewing new courses of study and new textbooks in accordance with board policies and regulations.
- Assist teachers new to the department to become oriented to the assigned curriculum, the work and objectives of the department, and to assist all staff members, if requested.
- Assist the principal in the performance of other department duties including, obtaining teaching preferences from department members and submit a recommended master schedule the Principal and to assist with student placement.
- Make recommendations about the department budget priorities.

- Coordinate the custody and care of all returnable supplies, textbooks, and equipment checked out to the department.
- Recommend and/or provide in-service training programs for his/her department when needed. Attend or facilitate those programs as leader of the department.
- Select, use, and interpret assessment data.
- Other duties as assigned, this may include, but not limited to:
 - Assist the principal in the selection of new teachers.
 - Providing suggestions for needed staff development.
 - Providing leadership in all school improvement efforts.

PHYSICAL REQUIREMENTS

Incorporated within one or more of the essential functions of the position are the following essential physical requirements:

- Ability to see for the purposes of observing students and reading instructional materials, student records and other printed matter.
- Ability to understand speech at normal levels in person or on the telephone.
- Ability to communicate so there will be able to clearly understand a normal conversation in person or on the telephone.
- Ability to occasionally lift or carry supplies up to 25 pounds.

WORKING CONDITIONS

Classroom working environment subject to bending, crouching, kneeling, and sitting on the floor to interact with students, pushing/pulling equipment and reaching in all directions.

PROFESSIONAL QUALIFICATIONS

Valid California teaching credential in the subject area of the department or demonstrated knowledge in the subject matter of the department

Tenure in the District as evidenced by administrative evaluation and student achievement in the classes taught, preferred

Evidence of positive human relations with students, the community and colleagues

Evidence of ability to motivate and lead people towards a common goal shared by the school

6/11/18

Activities Director For Middle School

DESCRIPTION OF POSITION:

Description of Position: The Student Activities Director works directly under the immediate supervision of the site principal. The student activities director will plan, implement and carry out students activities to meet the needs of the student body in the relation to school and community.

SUPERVISOR:

Site Administrator

ESSENTIAL FUNCTIONS OF THE POSITION:

The Activities director will follow district and school bylaws and is responsible for the activity program at the middle school. The Activity director will supervise and oversee all ASB sponsored activities. It is the Activities Directors primary goal to maintain the vision and mission of all the clubs, as well as programs regarding student and community relations, as well as supervising activities and clubs, creating and maintaining a calendar of events, special programs and other duties related to student activities assigned by the principle. All adjunct duties will be fulfilled upon completion of duties.

DUTIES:

- Supervise or provide the proper supervision of all student activities, including fundraising, social activities and performing group events, etc.
- Work with students and staff to see that proper planning has been done which will assure reasonable success for all scheduled events.
- Supervise the coordination of student government between A.S.B. Executive Council. A.S.B. representatives and the associated student body.
- Supervise the maintenance of all activities records and documents.
- Create and or maintains and updates a comprehensive plan that includes but is not limited to: Club constitutions, budgets, rules and regulations minutes, etc.
- Maintain and update budget and financials for all activities.
- Coordinates the planning of all at school or school related activities or events, but not limited to dances, rallies, assemblies, student elections, graduation related activities, etc.
- Oversee the coordination and supervision of all school clubs and activities.
- Ensure that all clubs and organizations abide by all the state laws and district policies.
- Attend and help supervise school related activities, such as parades and community events
- Manage and post the activities calendar in appropriate venues.
- With the administrative input responsible for developing and coordinating themes for student and staff which fit into the mission and vision of the school district.
- Develop and implement a yearly leadership program for student in A.S.B. including leadership workshops for selected students, regular meetings etc.

- Secure ticket takers and sellers for A.S.B. events.
- Budget:
 - Prepare co-curricular budget and present to principal for discussion and approval
 - Develop/present/vote on purchase orders.
 - Keep an accurate inventory of all supplies.
- Supervise and advise the organization and operation of the student government including all records documents and meetings.
- Fundraise for student events
- Serve as a liaison for school and community events.
- Verify that all officers are academically and school board eligible to participate
- Assist club advisors and members with the technical aspects of their obligations(budgets ,constitutions , financial procedures and offer assistance in planning club activities.
- Communicate with all staff for upcoming events through all types of communication venues-flyers ,poster emails etc.
- Abide by professional ethic standards established by board policy
- Maintain punctuality for all events.
- Present or provide representative at school board meeting when asked for by administration.
- All other duties as assigned that are directly related to student activities assigned by the site principle.
- Provide a safe environment for all A.S.B. events.

PHYSICAL REQUIREMENTS:

Incorporated within one or more of the essential functions of the position are the following essential physical requirements:

- Ability to see for the purposes of observing students and reading instructional materials, student records and other printed matter.
- Ability to understand speech at normal levels in person or on the telephone.
- Ability to communicate so there will be able to clearly understand a normal conversation in person or on the telephone.
- Ability to occasionally lift or carry supplies up to 25 pounds.

WORKING CONDITIONS:

Working environment subject to bending, crouching, kneeling, and sitting on the floor to interact with students, pushing/pulling equipment and reaching in all directions.

PROFESSIONAL QUALIFICATIONS:

California Teaching Credential and experience working with a variety of activities are preferred but not required. Completion of CPR and first aid training.

Evaluated by site administrator

6/11/18

Athletic Director Middle School Job Description

DESCRIPTION OF JOB:

The Athletic Director will plan, implement and carry out student athletics to meet the needs of the student body in relation to school and community.

SUPERVISOR:

Site Administrator

ESSENTIAL FUNCTIONS OF THE POSITION:

The Athletic Director also observes state, district and school policies and bylaws, and is responsible for all athletic programs for the school. The Athletic Director will also supervise and coordinate with the ASB director. It is the Athletic Director's primary goal to maintain the vision and mission of all the athletic programs. The Athletic Director will supervise athletes, create and maintain calendar of events, and other duties related to athletics assigned by the principal. All adjunct duties will be fulfilled upon completion of duties.

- Attend league meeting for all sports
- Maintain and serve as a positive public image for all athletic programs at the middle school
- Serve as administrative designee at all sporting events and all other duties relating to sporting events if no administrator is available
- Management of coaching staff, collection of required of certification to HR, end of season coaches evaluations coordinate coaches meetings
- To maintain and enter all scheduled sporting events into Google calendar
- To oversee the athletic eligibility packets for all sports and maintain the records for all athletes
- To manage and monitor student eligibility for each sport
- To maintain and work with all grounds, maintenance and transportation personal for preparation for all athletic events
- To maintain proficiency as needed by attending trainings and job related conferences to obtain and implement current standards and requirements
- Inform student, staff, site and district of upcoming events, schedule changes, and early release times for all events
- Collaborate with ASB to approve all P.O. request for each sport, gate money and concessions money for each home game, approval of each sports fundraiser
- Ability to set up and direct tournaments if needed

PHYSICAL REQUIREMENTS:

Incorporated within one or more of the essential functions of the position are the following essential physical requirements: Ability to see for purposes of observing students and reading instructional materials, students records and other printed matter. Ability to understand speech at normal levels in person or on the telephone. Ability to communicate so others will be able to clearly understand a normal conversation in person or on the telephone. Ability to occasionally lift/carry supplies and printed materials weighing up to 25 pounds.

WORKING CONDITIONS:

Working environment subject to bending, crouching, kneeling, and sitting on the floor to interact with students, pushing/ pulling equipment and reaching all directions.

PROFESSIONAL QUALIFICATIONS:

1-Minimum of three (3) years of experiences as an athletic director **and/or equivalent to** three (3) years middle school coaching experience.

2-Experience working in a variety of athletics preferred

3-Completion of CPR and first aid training

ABILITY TO:

1-Interact with and Maintain a cooperative relationship with student and staff

2-Meet schedules and timelines

3-Work independently

4-Analyze situations accurately and adopt an effective course of action

5.Use technology that is appropriate to work environment

Evaluated by site administrator.

6/11/2018, 9am

Article XIII

Appointment of Department Chairperson, Athletic/Activities Director and Other Non-Coaching Positions

Process for Appointing Department Chairperson

1. Position will be posted at school sites and e-mailed to unit members.
2. Interviews will be held if one or more people apply.
3. Interviews will be made up of a committee of department members/grade level teachers.
4. Each department will submit a minimum of two names to the site principal to make the final appointment to the position of Department Chair/Grade Level Lead.
5. Principal has full discretion to accept or deny the recommendation of the committee.

Process for Appointing the Athletic and Activities Director

1. Position will be posted at school sites and e-mailed to unit members.
2. Interviews will be held if one or more people apply.
3. Interviews will be made up of the site administrative team.
4. Principal has full discretion to appoint the Athletic and Activities Director.

Process for Appointing Other Non-Coach Positions

1. Position will be posted at school sites and e-mailed to unit members.
2. Applicants will be screened by site administrator and then screened by grade level leads/department chairs
3. Those selected will be interviewed by a committee comprised of at least 1 administrator and 2 department chairperson/grade level representatives.

Soledad Unified School District.
TEACHER ON SPECIAL ASSIGNMENT
Instructional Coach | Core Content

DESCRIPTION OF POSITION

The Teacher on Special Assignment (TOSA) is to support and assist all classroom teachers in the full and skillful implementation of the district's initiatives, LCAP goals, and adopted programs.

Qualification Requirements:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Duties:

- Support and assist all classroom teachers in the full and skillful implementation of the district's initiatives, LCAP goals, and adopted programs
- Models:
 - A. Lessons of evidence-based practices with fidelity and mastery
 - B. A variety of instructional materials and practices as designed
 - C. A learning environment conducive for student achievement
- Conducts non-evaluative support through observations, as well as, "next-step" strategies to help all district teachers become effective. Modeling and demonstrating lessons to ensure that teachers have been trained to an advanced level in order to use instructional materials and strategies effectively.
- Serves as a resource in identifying appropriate instructional strategies and interventions to improve achievement for all students including English learners, students enrolled in Special Education Programs, and students with diverse learning needs.
- Participates in collaborative grade level/ development meetings to assist in the analysis and utilization of assessment data to improve student achievement.
- Participates in site and/or district non-evaluative walk-through observations
- Maintains professional competence through participation in professional development training provided by the district and also participates in professional growth activities outside of the district. Is self-directed in participating in professional growth activities that helps to promote the District Initiatives.
- Performs other related duties as assigned that are recommended by the site principal, the EL Coordinator, the Associate Superintendent of Educational Services, and the Director of Student Services
- Builds trust with and maintains confidentiality while coaching and supporting teachers.
- Performs other related duties as assigned regarding Professional Development & teacher support.

Supervisor:

The Associate Superintendent of Education Services I will supervise the Academic TOSA or Designee.

Qualification Requirements:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

Essential Functions:

- Create trusting inter-professional relationships.
- Collaborate effectively and confidentially.
- Maintain personal professional growth.
- Maintain professional attendance.

Physical and Mental Characteristics:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position, sustain moderate to heavy physical effort for seven (7) hours.
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational instances on the telephone, radio and addressing groups.
- Hearing sufficient to communicate in person and hold conversations in normal range (approximately 60 decibels); work in high noise level environment.
- Visual acuity for the purposes of driving a vehicle, reading printed materials such as labels, safety materials, equipment manuals.
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, climb stairs, and to reach overhead.
- Physical stamina sufficient to sit for prolonged periods.
- Physical strength sufficient to infrequently lift and/or carry 25 or more pounds; occasionally lift 45 or more pounds with assistance.
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 25 or more pounds.
- Exhibit a full range of motion for shoulder external rotation and internal rotation, shoulder abduction and adduction, elbow flexion and extension, shoulder extension and flexion range of motion capable of reaching and operating district vehicles and communications controls.
- Exhibit a full range of motion for back lateral flexion, hip flexion and extension, and knee flexion.
- Physical tolerance to be exposed to dust, pollen, specific agents/chemicals, cleaners, foul smells.
- Work in a wide range of temperatures; work in both indoor and outdoor environments with exposure to extreme weather conditions which include but are not limited to; heat, cold, rain, wind, and high humidity.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.

Required Qualifications:

Education and Experience

- Minimum of five years with cleared credential and experience in working with students of varied student academic levels, including English learners and must have the site administrator's recommendation.
- . California credential to serve in elementary or secondary schools.
- CLAD or BCLAD or equivalent.
- Understands and relates to the needs of varied student levels, including English learners.

Ability to:

- Motivate students and teachers.
- Interact with and maintain a cooperative relationship with students, parents and staff.
- Communicate effectively, both orally and in writing.
- Meet schedules and timelines.
- Work independently with appropriate direction.
- Use technology and computer software applications appropriate to the work environment.

Desired Qualifications:

- Fully bilingual-biliterate in English and Spanish is preferred but not required.
- Has knowledge of instructional material and methodology that best meets the needs of varied student academic levels, including English learners.
- Has knowledge of current research, literature and programs that impact varied student academic levels, including English learners.

SALARY

Classification: Certificated STA

Salary Placement: Certificated Salary Schedule

Work Year: 196 Days

Board Approved (Revised) May 10, 2017 (Board Adopted: December 9, 2009)

TOSA Coach of Academics: _

Essential duties may include, but are not limited to:

Provides support and distance to all classroom teachers in the full and skillful implementation of the district's adopted instructional programs, including, but not limited to, Reading/Language Arts, Mathematics, Science, and Social Science instructional programs. Conducts non-evaluative, support based observations, and provides "next-step" observation strategies to support all district teachers to an advanced level. Participates in site and or district non-evaluative walkthrough observations. Provides on-site and district staff development to ensure that teachers are knowledgeable of program components and how each program meets the standards. Provides support and tools for classroom management strategies. Serves as a resource in identifying a variety of instructional strategies to enhance learning. Supports teachers in implementing student collaborative conversations. Assists teachers in following and updating pacing guides around reading and math. Participates in grade level and department meetings during PLC time to discuss & analyze assessment data, as well as plan next instructional steps. Supports and implements the District adopted Lesson Plan Tool with all teachers. Supports early literacy for Grades K-2 regarding both whole group and small group instruction. Supports the shifts as well as provides staff development in the new frameworks including ELA/ELD, Math, History / Social-Science & Science.

Soledad Unified School District
TEACHER ON SPECIAL ASSIGNMENT
Instructional Coach | New Teacher

DESCRIPTION OF POSITION

The Teacher on Special Assignment (TOSA) is to support and assist all classroom teachers in the full and skillful implementation of the district's initiatives, LCAP goals, and adopted programs.

Qualification Requirements:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Duties:

- Support and assist all classroom teachers in the full and skillful implementation of the District's initiatives, LCAP goals, and adopted programs.
- Models:
 - A. Lessons of evidence-based practices with fidelity and mastery.
 - B. A variety of instructional materials and practices as designed.
 - C. A learning environment conducive for student achievement.
- Conducts non-evaluative support through observations, as well as, "next-step" strategies to help all district teachers become effective. Modeling and demonstrating lessons to ensure that teachers have been trained to an advanced level in order to use instructional materials and strategies effectively.
- Serves as a resource in identifying appropriate instructional strategies and interventions to improve achievement for all students including English learners, students enrolled in Special Education Programs, and students with diverse learning needs.
- Participates in collaborative grade level/ development meetings to assist in the analysis and utilization of assessment data to improve student achievement.
- Participates in site and/or district non-evaluative walk-through observations.
- Maintains professional competence through participation in professional development training provided by the district and also participates in professional growth activities outside of the District. Is self-directed in participating in professional growth activities that helps to promote the District Initiatives .
- Performs other related duties as assigned that are recommended by the site principal, the EL Coordinator, the Associate Superintendent of Educational Services, and the Director of Student Services.
- Builds trust with and maintains confidentiality while coaching and supporting teachers.
- *Performs other related duties as assigned regarding Professional Development & Teacher support.*

Supervisor:

The New Teacher TOSA will be supervised the Associate Superintendent for Educational Services / Designee.

Qualification Requirements:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions:

- Create trusting inter-professional relationships.
- Collaborate effectively and confidentially.
- Maintain personal professional growth.
- Maintain professional attendance.

Physical and Mental Characteristics:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position, sustain moderate to heavy physical effort for seven (7) hours.
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone, radio and addressing groups.
- Hearing sufficient to communicate in person and hold conversations in normal range (approximately 60 decibels); work in a high noise level environment.
- Visual acuity for the purposes of driving a vehicle, reading printed materials such as labels, safety materials, equipment manuals.
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, climb stairs, and to reach overhead.
- Physical stamina sufficient to sit for prolonged periods.
- Physical strength sufficient to infrequently lift and/or carry 25 or more pounds; occasionally lift 45 or more pounds with assistance.
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 25 or more pounds.
- Exhibit a full range of motion for shoulder external rotation and internal rotation, shoulder abduction and adduction, elbow flexion and extension, shoulder extension and flexion range of motion capable of reaching and operating district vehicles and communications controls.
- Exhibit a full range of motion for back lateral flexion, hip flexion and extension, and knee flexion.
- Physical tolerance to be exposed to dust, pollen, specific agents/chemicals, cleaners, foul smells.
- Work in a wide range of temperatures; work in both indoor and outdoor environments with exposure to extreme weather conditions which include but are

- not limited to; heat, cold, rain, wind, and high humidity.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.

Required Qualifications:

Education and Experience

- Minimum of five years with cleared credential and experience in working with students of varied student academic levels, including English learners and must have the site administrator's recommendation.
- California credential to serve in elementary or secondary schools.
- CLAD or BCLAD or equivalent.
- Understands and relates to the needs of varied student levels, including English learners.

Ability to:

- Motivate students and teachers.
- Interact with and maintain a cooperative relationship with students, parents and staff.
- Communicate effectively, both orally and in writing.
- Meet schedules and timelines.
- Work independently with appropriate direction.
- Use technology and computer software applications appropriate to the work environment.

Desired Qualifications: _

- Fully bilingual-biliterate in English and Spanish is preferred not required.
- Has knowledge of instructional material and methodology that best meets the needs of varied student academic levels, including English learners.
- Has knowledge of current research, literature and programs that impact varied student academic levels, including English learners.

SALARY

Classification: Certificated STA

Salary Placement: Certificated Salary Schedule

Work Year: 196 Days

Board Approved (Revised) May 10, 2017 (Board Adopted: December 9, 2009)

TOSA Coach of New Teacher

Essential duties may include, but are not limited to:

Support and assist classroom teachers in the full implementation of the district's initiatives.
 Support and assist classroom teachers in the full implementation of the district's adopted instructional programs.
 Participates and assists in developing the New Teacher Orientation program.
 Participates in the new teacher professional development trainings throughout the year.
 Models the lesson delivery of evidence-based practices to teachers.
 Focuses on promoting student collaborative conversations in all classrooms.
 Conducts non-evaluative support based classroom observations and provides "next step" strategies to the teacher.
 Participates in site and district non-evaluative walkthroughs.
 Implements and discusses the District-adopted Lesson Plan components with teachers.
 Builds trust and maintains confidentiality when working to support teachers

6/15/18

Soledad Unified School District

TEACHER ON SPECIAL ASSIGNMENT

Instructional Coach | English Learners

DESCRIPTION OF POSITION

The Teacher on Special Assignment (TOSA) is to support and assist all classroom teachers in the full and skillful implementation of the district's initiatives, LCAP goals, and adopted programs.

Qualification Requirements:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Duties:

- Support and assist all classroom teachers in the full and skillful implementation of the district's initiatives, LCAP goals, and adopted programs.
- Models:
 - A. Lessons of evidence-based practices with fidelity and mastery.
 - B. A variety of instructional materials and practices as designed.
 - C. A learning environment conducive for student achievement.
- Conducts non-evaluative support through observations, as well as, "next-step" strategies to help all district teachers become effective. Modeling and demonstrating lessons to ensure that teachers have been trained to an advanced level in order to use instructional materials and strategies effectively.
- Serves as a resource in identifying appropriate instructional strategies and interventions to improve achievement for all students including English learners, students enrolled in Special Education Programs, and students with diverse learning needs.
- Participates in collaborative grade level/ development meetings to assist in the analysis and utilization of assessment data to improve student achievement.
- Participates in site and/or district non-evaluative walk-through observations.
- Maintains professional competence through participation in professional development training provided by the district and also participates in professional growth activities outside of the district. Is self-directed in participating in professional growth activities that helps to promote the District Initiatives.
- Performs other related duties as assigned that are recommended by the site principal, the EL Coordinator, the Associate Superintendent of Educational Services, and the Director of Student Services.
- Builds trust with and maintains confidentiality while coaching and supporting teachers

- Performs other related duties as assigned regarding Professional Development & teacher support.

Supervisor:

The English Learner TOSA will be supervised by the school site principal, with support from the Coordinator of Special Projects.

Qualification Requirements:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions:

- Create trusting inter-professional relationships
- Collaborate effectively and confidentially
- Maintain personal professional growth
- Maintain professional attendance

Physical and Mental Characteristics:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position, sustain moderate to heavy physical effort for seven (7) hours.
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone, radio and addressing groups.
- Hearing sufficient to communicate in person and hold conversations in normal range (approximately 60 decibels); work in a high noise level environment.
- Visual acuity for the purposes of driving a vehicle, reading printed materials such as labels, safety materials, equipment manuals.
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, Climb stairs, and to reach overhead.
- Physical stamina sufficient to sit for prolonged periods.
- Physical strength sufficient to infrequently lift and/or carry 25 or more pounds; occasionally lift 45 or more pounds with assistance.
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 25

or more pounds.

- Exhibit a full range of motion for shoulder external rotation and internal rotation, Shoulder abduction and adduction, elbow flexion and extension, shoulder extension and flexion range of motion capable of reaching and operating district vehicles and communications controls.
- Exhibit a full range of motion for back lateral flexion, hip flexion and extension, and Knee flexion.
- Physical tolerance to be exposed to dust, pollen, specific agents/chemicals, cleaners, foul smells.
- Work in a wide range of temperatures; work in both indoor and outdoor Environments with exposure to extreme weather conditions, which include but are not limited to; heat, cold, rain, wind, and high humidity.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.

Required Qualifications:

Education and Experience

- Minimum of five years with cleared credential and experience in working with students of varied student academic levels, including English learners and must have the site administrator's recommendation.
- California credential to serve in elementary or secondary schools.
- CLAD or BCLAD or equivalent.
- Understands and relates to the needs of varied student levels, including English Learners.

Ability to:

- Motivate students and teachers.
- Interact with and maintain a cooperative relationship with students, parents and staff.
- Communicate effectively, both orally and in writing.
- Meet schedules and timelines.
- Work independently with appropriate direction.
- Use technology and computer software applications appropriate to the work environment.

Desired Qualifications:

- Fully bilingual-biliterate in English and Spanish is preferred but not required.
- Has knowledge of instructional material and methodology that best meets the needs of varied student academic levels, including English Learners.
- Has knowledge of current research, literature and programs that impact_ varied student academic levels, including English Learners.

SALARY

Classification: Certificated STA

Salary Placement: Certificated Salary Schedule

Work Year: 196 Days

Board Approved (Revised) May I O, 2017 (Board Adopted: December 9, 2009) Id

TOSA Coach of English Learners Or TOSA Coach, EL Specialist

Essential duties may include, but are not limited to:

Coordinate the implementation, monitoring, and training of school support in the areas of EL compliance.

Assist with the implementation of the EL Master Plan.

Provide assistance to schools on the Title III and English Learner Budgets.

Organize, coordinate, assess, and monitor EL student progress.

Prepare necessary reports related to EL proficiency & academic performance for the teachers, parents, principal, and district.

Maintain EL student records such as Aeries database and students' CUM files.

Consult with teaching staff regarding data and growth plans for students.

Act as a resource for classroom teachers for effective instructional strategies for English Learners.

Administer the ELPAC / Ventura County Comprehensive Alternative Proficiency Language Survey. (VCCAPLS)

Serves as site designee for EL Reclassification, SARB, and ELAC.

Maintains student records & case management for foster youth / homeless youth at the each school site.

Assists as needed with Facilitating "intake" and "exit" meetings with foster youth identified at the school site.

Reviews district and site level English Learner data; meeting with principals to debrief and design professional development to address areas of weakness.

Assess student educational needs and make appropriate referrals and intervention recommendations.

Facilitate quarterly ELAC (English Language Advisory Committee) meetings.

Provide technical assistance to School Site Council(s) regarding English Learner programs and outcomes.

Work in collaboration with academic coaches to analyze data, design professional development to inform instruction.

6/15/18

Soledad Unified School District
TEACHER ON SPECIAL ASSIGNMENT
Instructional Coach | Educational Technology

DESCRIPTION OF POSITION

The Teacher on Special Assignment (TOSA) is to support and assist all classroom teachers in the full and skillful implementation of the district's initiatives, LCAP goals, and adopted programs.

Qualification Requirements:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Job Duties:

- Support and assist all classroom teachers in the full and skillful implementation of the district's initiatives, LCAP goals, and adopted programs.
- Models:
 - A. Lessons of evidence-based practices with fidelity and mastery.
 - B. A variety of instructional materials and practices as designed.
 - C. A learning environment conducive for student achievement.
- Conducts non-evaluative support through observations, as well as, "next-step" strategies to help all district teachers become effective. Modeling and demonstrating lessons to ensure that teachers have been trained to an advanced level in order to use instructional materials and strategies effectively.
- Serves as a resource in identifying appropriate instructional strategies and interventions to improve achievement for all students including English learners, students enrolled in Special Education Programs, and students with diverse learning needs.
- Participates in collaborative grade level/ development meetings to assist in the analysis and utilization of assessment data to improve student achievement.
- Participates in site and/or district non-evaluative walk-through observations.
- Maintains professional competence through participation in professional development training provided by the district and also participates in professional growth activities outside of the district. Is self-directed in participating in professional growth activities that helps to promote the District Initiatives.
- Performs other related duties as assigned that are recommended by the site principal, the EL Coordinator, the Associate Superintendent of Educational Services, and the Director of Student Services.
- Builds trust with and maintains confidentiality while coaching and supporting teachers.

- Performs other related duties as assigned regarding Professional Development & teacher support.

TOSA Coach of Technology or TOSA Coach, Technologist

Essential duties may include, but are not limited to:

- Identify District certificated staff educational technology professional development needs related to the implementation of Common Core.
- Design, implement and develop a comprehensive technology staff development plan incorporating multiple staff development methods including one to one coaching, small groups, and whole sites.
- Lead district & site level committees related to technology professional development
- Provide support & assistance to teachers in building technology rich classroom environment that adapts the curriculum to the needs of students with varying skills, abilities, attitudes, & cultural backgrounds.
- Assist grade level teams in setting goals for improved instruction utilizing technology.
- Make recommendations to the principal & other stakeholders in the selection of appropriate technology tools to meet the curricular goals of the district.
- Prepare materials & lead on-site training of staff to make effective use of technology to meet curricular goals of the district, including digital citizenship training for staff & students.
- Design a plan to integrate new technology software/hardware, as it becomes available, into staff development plans emphasizing integration into school curriculum as a viable learning tool.
- Plan, design, develop & maintain technology professional development resource website for staff use and support.
- Assist technology department staff to provide an integrated approach to technology
- Assist in interpreting the school technology programs to parent & other members of the community in accomplishments, & problems.
- Helps to develop and implement the District Technology Plan as needed
- Takes part in the District Technology Committee meetings.
- Participates and helps to plan the District-Wide Professional Development Day based on teacher choice.
- Work in collaboration with academic coaches to analyze data, design Professional development to inform instruction.

Supervisor:

The Technology TOSA will be supervised by the Associate Superintendent for Educational Services *I or* Designee.

Qualification Requirements:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions:

- Create trusting inter-professional relationships.
- Collaborate effectively and confidentially.
- Maintain personal professional growth.

- Maintain professional attendance.

Physical and Mental Characteristics:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position, sustain moderate to heavy physical effort for seven (7) hours.
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone, radio and addressing groups.
- Hearing sufficient to communicate in person and hold conversations in normal range (approximately 60 decibels); work in a high noise level environment.
- Visual acuity for the purposes of driving a vehicle, reading printed materials such as labels, safety materials, equipment manuals.
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, climb stairs, and to reach overhead.
- Physical stamina sufficient to sit for prolonged periods.
- Physical strength sufficient to infrequently lift and/or carry 25 or more pounds; occasionally lift 45 or more pounds with assistance.
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 25 or more pounds.
- Exhibit a full range of motion for shoulder external rotation and internal rotation, shoulder abduction and adduction, elbow flexion and extension, shoulder extension and flexion range of motion capable of reaching and operating district vehicles and communications controls.
- Exhibit a full range of motion for back lateral flexion, hip flexion and extension, and knee flexion.
- Physical tolerance to be exposed to dust, pollen, specific agents/chemicals, cleaners, foul smells.
- Work in a wide range of temperatures; work in both indoor and outdoor environments with exposure to extreme weather conditions which include but are not limited to; heat, cold, rain, wind, and high humidity.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.

Required Qualifications: Education and Experience

- Minimum of five years with cleared credential and experience in working with students of varied student academic levels, including English learners and must have the site administrator's recommendation.
- California credential to serve in elementary or secondary schools CLAD or BCLAD or equivalent.
- Understands and relates to the needs of varied student levels, including English learners.

Ability to:

- Motivate students and teachers.
- Interact with and maintain a cooperative relationship with students, parents and staff.
- Communicate effectively, both orally and in writing.
- Meet schedules and timelines.
- Work independently with appropriate direction.
- Use technology and computer software applications appropriate to the work environment.

Desired Qualifications:

- Fully bilingual-biliterate in English and Spanish is preferred.
- Has knowledge of instructional material and methodology that best meets the needs of varied student academic levels, including English learners.
- Has knowledge of current research, literature and programs that impact varied student academic levels, including English learners.

SALARY

Classification: Certificated STA

Salary Placement: Certificated Salary Schedule Work

Year: 196 Days

Board Approved (Revised) May 10, 2017 (Board Adopted: December 9, 2009)

Non Coaching Extracurricular Stipend Requirements

SOLEDAD UNIFIED SCHOOL DISTRICT

Student Council/ASB Advisor **Elementary**

DESCRIPTION OF POSITION

The Student Council /ASB Advisor works directly under the immediate supervision of the Site Principal. The Student Council/ASB Advisor will plan, implement and carry out Student Council and ASB student activities to meet the needs of the student body in relation to school and community. This position supports fundraising activities for the school site through school wide fundraisers, grade level fundraisers, and student council fundraisers.

ESSENTIAL FUNCTIONS OF POSITION

The Student Council/ASB Advisor is responsible for a comprehensive leadership and student government program for all students. It is the ASB's primary goal to maintain the vision and mission of ASB, as well as supervising ASB activities, creating and maintaining an ASB calendar of events, special programs and other duties related to student council or ASB fundraising activities assigned by the principal or his/her designee. All adjunct duties will be fulfilled upon completion of duties.

Duties:

1. Works with the ASB officers and representatives and assumes responsibility for management, organization and operation of student government.
 - a. Holds regular meetings with officers and representatives (voting on but not limited to club activities, fundraisers, events, etc)
 - b. Keeps attendance list and minutes of all meetings.
2. Supervises directly or provides proper supervision for all ASB sponsored student elections including but not limited to ASB. etc.
3. Supervises all ASB Meetings and advises their proceedings, and then reports/ communicates decisions to Student council, activities director, admin, staff and community.
4. Supervises the maintenance of all student government records and documents
 - a. Create and/or maintains and updates a comprehensive plan that includes but is not limited to: ASB, budget, rules and regulations, minutes, etc.
5. Coordinates the planning of all ASB sponsored school activity events including all fundraising, for example, dances, pep rallies, assemblies, student elections, and any ASB graduation activities, should they arise.
6. Works with the teaching staff to oversee all ASB Financial Activity Accounts with the assistance of the Site Administrator.
7. Coordinates and supports all ASB fundraising activities, including schoolwide fundraisers, grade level fundraisers, student and council fundraisers. This also includes supporting the teachers with counting money and processing student orders.
8. Assists with the supervision of all ASB school activities. Approves the display or posting of all ASB signs and posters.
9. Arranges and maintains ASB calendar and aligns it with the site master calendar

- a. Creates and communicates a planning calendar with school admin.
- 10. Collects, composes and updates the ASB student handbook.
- 11. Performs other duties as assigned as related to Student Council /ASB.

PHYSICAL REQUIREMENTS

Incorporated within one or more of the essential functions of the position are the following essential physical requirements: Ability to see for purposes of observing students and reading instructional materials, tests, student records and other printed matter. Ability to understand speech at normal levels in person or on the telephone. Ability to communicate so others will be able to clearly understand a normal conversation in person or on the telephone. Ability to occasionally lift/carry supplies and printed materials weighing up to 25 pounds.

WORKING CONDITIONS

Working environment subject to bending, crouching, kneeling, and sitting on the floor to interact with students, pushing/pulling equipment and reaching in all directions.

PROFESSIONAL QUALIFICATIONS

Credential issued by the California Commission on Teacher Credentialing

EVALUATION

Evaluated by the site administrator.

05/23/2019

SOLEDAD UNIFIED SCHOOL DISTRICT
ELEMENTARY SCHOOL COUNSELOR

DESCRIPTION OF POSITION

Under direction of the site administrator, the School Counselor shall provide a comprehensive counseling program for all children in elementary school. Consult with teachers, parents and staff to enhance their effectiveness in helping students. The Counselor shall be the liaison between the students, parents, program, staff and resources of the school. Students will be given timely information, advice and assessment to help them reach their highest potential in education and career goals.

QUALIFICATION REQUIREMENTS:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with exceptional needs to perform the essential functions.

ESSENTIAL FUNCTIONS OF THE POSITION:

Duties may include, but not limited to the following:

- Implement the ASCA National Standards Model for School Counseling and Guidance based on site needs and caseload
- Establish effective rapport with students, staff, and parents
- Foster positive student feelings of pride, dignity, and self-worth
- Provide social-emotional services
- Counsel students who are referred by the administration and/or staff for at risk behaviors
- Provide appropriate referral to outside agencies, i.e. psychological services, family counseling, social services, medical, etc.
- Provide social/emotional learning lessons in the classroom/on-campus for all students
- Provide direct services to students individually and in groups as needed
- Provide support and intervention services for students, staff, and parents in time of crisis
- Refer families to agencies who can assist them in areas of identified counseling needs
- Consult with and support parents, teachers and school staff, individually and/or in groups
- Assess and support student behavior in the school environment as it affects learning and social development
- Serves as the lead on Student Success Teams, Section 504 Teams and Coordination of Services Team (COST)
- Serve as members of a school site Positive Behavior Intervention Support (PBIS) Team
- Maintain appropriate counseling records
- Other school counseling related duties as assigned by the employees supervisor
- Maintain awareness of ASCA standards and best practices
- Comply with District Board Policies and Administrative Regulations

SUPERVISOR:

Site Administration

QUALIFICATION REQUIREMENTS:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions:

- Create trusting inter-professional relationships
- Collaborate effectively and confidentially
- Maintain personal professional growth
- Maintain professional attendance

Physical and Mental Characteristics:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position, sustain moderate to heavy physical effort for sustained periods of time
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone, radio and addressing groups
- Hearing sufficient to communicate in person and hold conversations in normal range (approximately 60 decibels); work in a high noise level environment
- Visual acuity for the purposes of driving a vehicle, reading printed materials such as labels, safety materials, equipment manuals
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, climb stairs, and to reach overhead
- Physical stamina sufficient to sit for prolonged periods
- Physical strength sufficient to infrequently lift and/or carry 25 or more pounds; occasionally lift 45 or more pounds with assistance
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 25 or more pounds
- Exhibit a full range of motion for shoulder external rotation and internal rotation, shoulder abduction and adduction, elbow flexion and extension, shoulder extension and flexion range of motion capable of reaching and operating district vehicles and communications controls
- Exhibit a full range of motion for back lateral flexion, hip flexion and extension, and knee flexion
- Physical tolerance to be exposed to dust, pollen, specific agents/chemicals, cleaners, foul smells
- Work in a wide range of temperatures; work in both indoor and outdoor environments with exposure to extreme weather conditions which include but are not limited to; heat, cold, rain, wind, and high humidity
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions

REQUIRED QUALIFICATIONS:**Education and Experience**

- Bachelor degree
- Valid california credential authorizing service as a school counselor (pupil personnel service credential)

Ability to:

- Interact with and maintain a cooperative relationship with students, parents and staff
- Communicate effectively, both orally and in writing
- Work independently with appropriate direction
- Use technology and computer software applications appropriate to the work environment

DESIRED QUALIFICATIONS:

- Fully bilingual-biliterate in English and Spanish
- Masters degree in school counseling
- Previous experience working as a school counselor

SALARY

Classification: Certificated STA

Salary Placement: Certificated Salary Schedule

Work Year: 186 Days, plus up to 10 additional days

Board Approved (Revised): TBD

Board Adopted: TBD

05/23/2019

SOLEDAD UNIFIED SCHOOL DISTRICT
SECONDARY SCHOOL COUNSELOR

DESCRIPTION OF POSITION

Under direction of the site administrator, the School Counselor shall provide a comprehensive counseling program for all children in secondary school. Consult with teachers, parents and staff to enhance their effectiveness in helping students. The Counselor shall be the liaison between the students, parents, program, staff and resources of the school. Students will be given timely information, advice and assessment to help them reach their highest potential in education and career goals.

QUALIFICATION REQUIREMENTS:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with exceptional needs to perform the essential functions.

ESSENTIAL FUNCTIONS OF THE POSITION:

Duties may include, but not limited to the following:

- Implement the ASCA National Standards Model for School Counseling and Guidance based on site needs and caseload
- Establish effective rapport with students, staff, and parents
- Foster positive student feelings of pride, dignity, and self-worth
- Provide social-emotional services
- Counsel students who are referred by the administration and/or staff for at risk behaviors
- Counsel students who are self-referred
- Maintain records on students who are counseled
- Establish counseling objectives (for each student) that are appropriate
- Assist the Principal in the development and implementation of the master schedule
- Provide immediate crisis intervention
- Collaborate status of pupils with Principals
- Develop and implement school counseling program in collaboration with site Principals
- Inform parents, students, and administration of student progress towards promotion/graduation
- Inform parents, students, and administration of student progress towards A-G requirements (high school only)
- Meet with students and parents on developing four and six year plans
- Provide students and families with information regarding financial aid, scholarships, pre-college testing (PSAT, SAT, ACT, etc.) and other college related topics
- Assist students and families in the pursuit and completion of Career/Technical education

- Provide appropriate referral to outside agencies, i.e. psychological services, family counseling, social services, medical, etc.
- Provide direct services to students individually and in groups as needed
- Assist with evening programs as related to college and career readiness (Awards Night, Cash for College, Orientation, etc.)
- Maintain awareness of ASCA standards and best practices
- Comply with District Board Policies and Administrative Regulations
- Other school counseling related duties as assigned by the employees supervisor

SUPERVISOR:

Site Administration

QUALIFICATION REQUIREMENTS:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions:

- Create trusting inter-professional relationships.
- Collaborate effectively and confidentially.
- Maintain personal professional growth.
- Maintain professional attendance.

Physical and Mental Characteristics:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position, sustain moderate to heavy physical effort for sustained periods of time.
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone, radio and addressing groups.
- Hearing sufficient to communicate in person and hold conversations in normal range (approximately 60 decibels); work in a high noise level environment.
- Visual acuity for the purposes of driving a vehicle, reading printed materials such as labels, safety materials, equipment manuals.
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, climb stairs, and to reach overhead.
- Physical stamina sufficient to sit for prolonged periods.
- Physical strength sufficient to infrequently lift and/or carry 25 or more pounds; occasionally lift 45 or more pounds with assistance.
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 25 or more pounds.

- Exhibit a full range of motion for shoulder external rotation and internal rotation, shoulder abduction and adduction, elbow flexion and extension, shoulder extension and flexion range of motion capable of reaching and operating district vehicles and communications controls.
- Exhibit a full range of motion for back lateral flexion, hip flexion and extension, and knee flexion.
- Physical tolerance to be exposed to dust, pollen, specific agents/chemicals, cleaners, foul smells.
- Work in a wide range of temperatures; work in both indoor and outdoor environments with exposure to extreme weather conditions which include but are not limited to; heat, cold, rain, wind, and high humidity.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.

REQUIRED QUALIFICATIONS:

Education and Experience

- Bachelor degree
- Valid california credential authorizing service as a school counselor (pupil personnel service credential).

Ability to:

- Interact with and maintain a cooperative relationship with students, parents and staff.
- Communicate effectively, both orally and in writing.
- Work independently with appropriate direction.
- Use technology and computer software applications appropriate to the work environment.

DESIRED QUALIFICATIONS:

- Fully bilingual-biliterate in English and Spanish.
- Masters degree in school counseling.
- Previous experience working as a school counselor

SALARY

Classification: Certificated STA

Salary Placement: Certificated Salary Schedule

Work Year: 186 Days, plus up to 10 additional days

Board Approved (Revised): TBD

Re: Job Description Ed. Specialist Mild Moderate

EDUCATION SPECIALIST: MILD/MODERATE

DESCRIPTION OF POSITION

Under direction of the site administrator, the Educational Specialist:Mild/Moderate shall provide services to students with mild to moderate disabilities whose Individualized Education Program(s) state they require specialized academic instruction (SAI) and provide school sites academic, social/emotional and behavioral interventions and supports. The Education Specialist will plan, implement, and evaluate instructional activities for individual students.

QUALIFICATION REQUIREMENTS:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

JOB DUTIES:

- Provide Specialized Academic Instruction (SAI) to students in any of the following settings, such as: Learning Center, Self-Contained Classroom, Co-Teaching Classroom, General Education Classroom or other setting the district deems necessary for students to receive a Free and Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE).
- Provide intervention support under the umbrella of the District's Multi-Tiered Systems of Supports (MTSS).
- Assess students ability through both formal and informal assessments and provide each exceptional student with a program that will enable him/her to reach his/her fullest physical, emotional, psychological, educational and behavioral potential.
- Prepare a planned program that adapts the curriculum to the needs of each student.
- Work cooperatively with general education classroom teachers interpreting the abilities and disabilities of students with learning challenges to the entire staff, and assisting the student's core curriculum instructional needs.
- Serve as a member of the Individualized Education Program Team and assist in the development of Individualized Education Program(s) for students with exceptional needs.
- Confer frequently with district support personnel to provide needed services regarding the academic, social/emotional and behavioral concerns.
- Provide consultation services to students, parents, teachers or other school personnel as appropriate.
- Maintain professional competence through participation in in-service education activities provided by the District and in voluntary self-growth.
- Keep all records pertinent to the program for state reports and program accountability.

- Maintain appropriate standards of pupil behavior, using behavioral management strategies and techniques, including positive reinforcement and behavior shaping procedures.
- Counsel, confer with, and communicate with parents, school, and District personnel regarding pupil progress, and in the interpretation of the educational program.
- Case manage and coordinate assigned students Individual Education Plan meetings to ensure all mandated timelines are met.
- Ensure all IEPs are compliant with state and federal regulations.
- Ensure student services are implemented according to the IEP.
- Plan and coordinate the work of assigned paraprofessionals.
- Meet all expected district, state and federal timelines.
- Other related duties as assigned.

SUPERVISOR:

Site Administration

QUALIFICATION REQUIREMENTS:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions:

- Create trusting inter-professional relationships.
- Collaborate effectively and confidentially.
- Maintain personal professional growth.
- Maintain professional attendance.

Physical and Mental Characteristics:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position, sustain moderate to heavy physical effort for seven (7) hours.
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone, radio and addressing groups.
- Hearing sufficient to communicate in person and hold conversations in normal range (approximately 60 decibels); work in a high noise level environment.
- Visual acuity for the purposes of driving a vehicle, reading printed materials such as labels, safety materials, equipment manuals.
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, climb stairs, and to reach overhead.
- Physical stamina sufficient to sit for prolonged periods.
- Physical strength sufficient to infrequently lift and/or carry 25 or more pounds; occasionally lift 45 or more pounds with assistance.
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 25 or more pounds.

- Exhibit a full range of motion for shoulder external rotation and internal rotation, shoulder abduction and adduction, elbow flexion and extension, shoulder extension and flexion range of motion capable of reaching and operating district vehicles and communications controls.
- Exhibit a full range of motion for back lateral flexion, hip flexion and extension, and knee flexion.
- Physical tolerance to be exposed to dust, pollen, specific agents/chemicals, cleaners, foul smells.
- Work in a wide range of temperatures; work in both indoor and outdoor environments with exposure to extreme weather conditions which include but are not limited to; heat, cold, rain, wind, and high humidity.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.

REQUIRED QUALIFICATIONS:

Education and Experience

- California Educational Specialist (Mild/Moderate) Credential or Equivalent.
- CLAD/BCLAD or equivalent.
- Experience working with student with exceptional needs.
- Preschool Only: Early Childhood Special Education (ECSE) Credential.

Ability to:

- Interact with and maintain a cooperative relationship with students, parents and staff.
- Communicate effectively, both orally and in writing.
- Meet IEP mandated timelines.
- Work independently with appropriate direction.
- Use technology and computer software applications appropriate to the work environment.

DESIRED QUALIFICATION:

- Fully bilingual-biliterate in English and Spanish is preferred but not required.

SALARY

Classification: Certificated STA

Salary Placement: Certificated Salary Schedule

Work Year: 186 Days

Board Approved (Revised): TBD

Board Adopted: TBD

SOLEDADE UNIFIED SCHOOL DISTRICT
EDUCATION SPECIALIST: MODERATE/SEVERE

DESCRIPTION OF POSITION

Under direction of the site administrator, the Educational Specialist:Moderate/Severe shall provide services to students with moderate to severe disabilities whose Individualized Education Program(s) state they require specialized academic instruction (SAI). The Education Specialist will plan, implement, and evaluate instructional activities for individual students.

QUALIFICATION REQUIREMENTS:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with exceptional needs to perform the essential functions.

JOB DUTIES:

- Provide Specialized Academic Instruction (SAI) to students in the following settings, such as: Learning Center, Preschool-12th grade Self-contained classrooms, co-teaching environments, Adult Transition Programs, General Education Classroom or other setting the district deems necessary for students to receive a Free and Appropriate Public Education (FAPE) in the Least Restrictive Environment (LRE).
- Assess student ability levels through both formal and informal assessments and provide each exceptional student with a program that will enable him/her to reach his/her fullest physical, emotional, psychological, educational, daily living skills and behavioral potential.
- Dependent upon the level of the student, assist the IEP team in developing functional academic and daily living skill IEP goals.
- Prepare a planned program that adapts the curriculum to the needs of each student.
- Work cooperatively with classroom teachers who have students in general education classes, interpreting the abilities and disabilities of these students to the entire staff, and assisting the students core curriculum instructional needs.
- Serve as a member of the Individualized Education Program Team and assist in the development of Individualized Education Program(s) for students with exceptional needs.
- Confer frequently with district support personnel to provide needed services to students regarding the academic, social/emotional and/or behavioral concerns.
- Provide consultation services to students, parents, teachers or other school personnel as appropriate.
- Collaborate with community organizations for the purpose of developing student's independence in navigating the community as well as developing daily living skills.
- Maintain professional competence through participation in in-service education activities provided by the District and in voluntary self-growth.
- Keep all records pertinent to the program for state reports and program accountability.
- Maintain appropriate standards of pupil behavior, using behavioral management strategies and techniques, including positive reinforcement and behavior shaping procedures.

- Counsel, confer with, and communicate with parents, school, and District personnel regarding pupil progress, and in the interpretation of the educational program.
- Case manage and coordinate assigned students Individual Education Plan meetings to ensure all mandated timelines are met.
- Plan and coordinate the work of assigned paraprofessionals.
- Providing personal care such as toileting, diapering, hygiene, etc.
- Implement Individual Health Care Plans (IHCP) as dictated by students IEPs.
- Other related duties as assigned.

SUPERVISOR:

Site Administration

QUALIFICATION REQUIREMENTS:

To perform a job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed on the job description are representative of the knowledge, skills and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions:

- Create trusting inter-professional relationships.
- Collaborate effectively and confidentially.
- Maintain personal professional growth.
- Maintain professional attendance.

Physical and Mental Characteristics:

- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position, sustain moderate to heavy physical effort for sustained periods of time.
- Speaking ability in an understandable voice with sufficient volume to be heard in normal conversational distances on the telephone, radio and addressing groups.
- Hearing sufficient to communicate in person and hold conversations in normal range (approximately 60 decibels); work in a high noise level environment.
- Visual acuity for the purposes of driving a vehicle, reading printed materials such as labels, safety materials, equipment manuals.
- Physical agility to sit, stand, kneel, walk, push/pull, squat, twist, turn, bend, stoop, climb stairs, and to reach overhead.
- Physical stamina sufficient to sit for prolonged periods.
- Physical strength sufficient to infrequently lift and/or carry 25 or more pounds; occasionally lift 45 or more pounds with assistance.
- Occasionally push and/or pull a variety of tools, equipment, or objects weighing 25 or more pounds.
- Exhibit a full range of motion for shoulder external rotation and internal rotation, shoulder abduction and adduction, elbow flexion and extension, shoulder extension and flexion range of motion capable of reaching and operating district vehicles and communications controls.
- Exhibit a full range of motion for back lateral flexion, hip flexion and extension, and knee flexion.

- Physical tolerance to be exposed to dust, pollen, specific agents/chemicals, cleaners, foul smells.
- Work in a wide range of temperatures; work in both indoor and outdoor environments with exposure to extreme weather conditions which include but are not limited to; heat, cold, rain, wind, and high humidity.
- Mental acuity to collect and interpret data, evaluate, reason, define problems, establish facts, draw valid conclusions, make valid judgments and decisions.

REQUIRED QUALIFICATIONS:

Education and Experience

- California Educational Specialist (Moderate to Severe) Credential or Equivalent.
- CLAD/BCLAD or equivalent.
- Experience working with student with exceptional needs.
- Preschool Only: Early Childhood Special Education (ECSE) Credential.

Ability to:

- Interact with and maintain a cooperative relationship with students, parents and staff.
- Communicate effectively, both orally and in writing.
- Meet IEP mandated timelines.
- Work independently with appropriate direction.
- Use technology and computer software applications appropriate to the work environment.

DESIRED QUALIFICATIONS:

- Fully bilingual-biliterate in English and Spanish is preferred but not required.

SALARY

Classification: Certificated STA

Salary Placement: Certificated Salary Schedule

Work Year: 186 Days

APPENDIX E

Evaluation Forms

TOSA – Pre Observation Discussion Guide

(fill out prior to pre-conference meeting)

Name: _____ Status _____

Observation Date: _____ Time: _____ Position: _____

Target Audience: _____ Pre-ob. Conference: Date & Time _____

Observer: _____ Post-ob. Conference: Date & Time _____

Standard (coaching, content, technology, EL):

Intended Outcome/Objective (PD, listed in presentation?):

How did you prepare for this Professional Development Session? What data was used to show the need?

How does this serve the district goals? (CM, FF, CC, 8 Mathematical practices, etc)

What challenges do you foresee with this Professional Development session? Why? (technology, teacher levels of understanding, etc.)

What data will you collect that shows learning occurred? (feedback form, informal observations, coaching opportunities)

Connection to Coaching Standards on TOSA Formal Evaluation Form:

Anything else relevant to this observation you would like the observer to be aware of at this time?

Name: _____ Status _____

TOSA – Post Observation Discussion Guide

(fill out after formal observation prior to meeting)

Observation Date: _____ Time: _____ Position: _____

Target Audience: _____ Pre-ob. Conference: Date & Time _____

Observer: _____ Post-ob. Conference: Date & Time _____

TOSA Reflection:

1. Did I accomplish what I intended? Were my objectives met? How do I know, or how and when will I know?

2. Based on my results, what are next steps I plan to take? And/or how will I follow up, communicate the outcomes to relevant stakeholders?

3. If I had the opportunity to do this again with the same group, what would I do differently? Why?

Discussion Questions:

1. Did this lesson/meeting/time address your Professional Growth Goals? If so, explain?

2. How did you address the standards and elements discussed in the pre-observation conference?

3. What additional resources, professional development or support to you need?



Soledad Unified School District Informal Observation Form TOSA

Teacher: _____ Observer: _____
Date: _____

Location of Observation: _____
Content Area Observed: _____ Grade Level _____
Start Time of Observation: _____ End Time of Observation _____

Standard: _____

Objective: _____

Observation Rating for Each Standard for Instructional Coach Professional Developer

A check mark in each box indicates Observed		OBS
1.1 Staff Grouping <ul style="list-style-type: none"> • Individual Teacher • Grade Level Team • Staff Meeting • District Level Professional Development • Other _____ Highlights: Next Steps:		
1.2 Coaching Environment <ul style="list-style-type: none"> • Environment is safe and collaborative • Supports teacher input with planning • Allows for structured implementation • Reinforces reflection and revision Highlights: Next Steps:		
1.3 Goals That Reinforce Student Achievement <ul style="list-style-type: none"> • Makes connection to teacher/staff prior knowledge. • Support staff in the development of learning goals and differentiation. 		

<ul style="list-style-type: none"> Professional development support targets instructional practice. <p>Highlights:</p> <p>Next Steps:</p>	
<p>1.4 Data Collection and Analysis Support</p> <ul style="list-style-type: none"> Research and data are included in professional development/coaching. Evidence of best practices from prior professional development is analyzed to support the needs of all students. Data analysis is focused and supports staff in long and short term planning. <p>Highlights:</p> <p>Next Steps:</p>	
<p>1.5 Support of Varied Learning Experiences</p> <ul style="list-style-type: none"> Structures opportunities for teachers to work together while supporting communication strategies. Supports strategies that broaden the scope of collaboration for staff. Demonstrates positive expectations for collaboration that supports student learning. Applies concepts of adult learning and motivational practices. <p>Highlights:</p> <p>Next Steps:</p>	
<p>1.6 Supporting the enhancement and refinement of skills and knowledge.</p> <ul style="list-style-type: none"> Supports the needs of staff that are in various stages of classroom technology implementation. Enhances knowledge, skills, and the understanding of instructional strategies appropriate to specific content and grade level needs. Supports and guides the staff/teacher with needs of diverse learners, including English Learners and Students with Disabilities. <p>Highlights:</p> <p>Next Steps:</p>	
<p>1.7 Supporting Various Needs of Adult Learners</p> <ul style="list-style-type: none"> Uses varied group configurations and presentation formats as needed to engage adult learners. 	

<ul style="list-style-type: none"> ● Assesses levels of participant satisfaction and paces professional development accordingly. 	
<ul style="list-style-type: none"> ● Demonstrates strategies to ensure staff/teacher engagement. 	
<ul style="list-style-type: none"> ● Evidence of new skill development applied to practice, and the ability to share those practices. to support teacher needs. 	
<p>Highlights:</p>	
<p>Next Steps:</p>	



Soledad Unified School District Formal Observation Report TOSA

TOSA: _____ Status: _____ Observer: _____

School: _____ Assignment: _____ Subject Area Observed: _____

Date of Pre-Observation Conference: _____ Observation Date: _____ Time of Observation: _____

Lesson Standard: _____

Lesson Objective: _____

Observation Rating for Each Standard for Instructional Coach Professional Developer

	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
STANDARD 1 Effective teacher support is purposeful and supportive in developing strategies that support all students in learning.					
1.1 Goals and objectives of teacher support are clear, focused and aligned with California Teaching Standards.					
1.2 Professional Development/Coaching is included for teacher planning, implementation, reflection, and revision.					
1.3 Professional development and coaching builds on and makes connection to teacher's prior knowledge.					
Comments/Evidence:					
STANDARD 2 Effective professional development is informed by multiple sources of data collection and analysis.					
2.1 Research and data are included in professional development/coaching to establish rational and support for the goal/objective or target instructional practice.					
2.2 Data regarding the implementation of district initiatives or best practices is analyzed to support the needs of all students.					

2.3 Data from evaluations of previous professional development is analyzed to determine the focus and content for future professional development.					
2.4 Professional Developer/Coach supports the teaching staff in the development of learning goals and differentiation based on data results.					
Comments/Evidence:					

STANDARD 3 An effective Coach/Professional Developer utilizes best practices to provide varied learning experiences in professional development.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
3.1 The Coach/Professional Developer structures ongoing opportunities for teachers to work together while incorporating communication technologies to broaden the scope of collaboration, when possible.					
3.2 The Coach/Professional Developer demonstrates positive expectations for student learning.					
3.3 The Coach/Professional Developer applies concepts of adult learning and motivation in order to meet the needs of staff that are in various stages of their careers.					
3.4 The Coach/Professional Developer uses varied group configurations and presentation formats as needed to engage adult learners.					

Comments/Evidence:					
STANDARD 4 The effective Coach/Professional Developer's work results in the acquisition, enhancement or refinement of skills and knowledge.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
4.1 Coach/Professional Developer supports the study, evaluation and integration of relevant and current best practices and research into practice.					
4.2 Coach/Professional Developer enhances knowledge, skills and the understanding of instructional strategies appropriate to specific content, and addresses the needs of diverse learners, including English Learners and Students with Disabilities.					
4.3 Coach/Professional Developer ensures that all educators understand various types of assessments to measure student learning.					
Comments/Evidence:					
STANDARD 5 Effective coaching/professional development is evaluated by its short- and long-term impact on professional practice and achievement of all students.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed

5.1 Coach/Professional Developer effectiveness is measured by assessing levels of participant satisfaction and increased student engagement.					
5.2 Coach/Professional Developer effectiveness is measured by evidence of new skills applied to practice, and the ability to share those practices to support teacher needs.					
5.3 Coach/Professional developer effectiveness is measured on its impact on achievement of all students including EL's and students with special needs.					
Comments/Evidence:					

STANDARD 6	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
Developing as a professional educator					
6.1 Establishing professional goals and engaging in continuous purposeful professional growth and development.					
6.2 Collaborating with colleagues and the broader professional community to support teacher and student learning.					
6.3 Demonstrating professional responsibility, integrity, and ethical conduct.					
Comments/Evidence:					

***Standards 5 and 6 are assessed based on written feedback up through this observation date (Informal Observations).**

Not Observed: Standard not observed during this formal observation.

NEXT STEPS:

Objectives	Strategies/Support	Date Objective Will Be Met By	Evidence Objective Accomplished (How and What)

Overall Performance Rating

☐ **Unsatisfactory** ☐ **Needs Improvement** ☐ **Meets District Standards** ☐
Exemplary

Observer's Signature/Title: _____

Post Observation Conference Date: _____

Teacher's Signature: _____
(Does not imply agreement)

A written response may be submitted within 10 working days to Principal and HR Director.

Distribution: Original: Human Resources Department Copy: Teacher, Principal

Observation Rating Formal Observation and Signature Page
Form S-182 (Revised)

Soledad Unified School District Summary Evaluation Form (TOSA)

TOSA: _____ School: _____
 Status: Temporary _____ Probationary I _____ Probationary II _____ Permanent _____

Evaluation Codes:

“Unsatisfactory” Practice that is inadequate and is inconsistent with expectations of the California Standards for the Teaching Profession and is in need of immediate Improvement and/or intervention (PAR)

“Needs Improvement” Practice that is developing or weak in relation to the California Standards for the Teaching Profession and is in need of strengthening before the next Evaluation.

“Meets District Standards” Practice that is competent, satisfactory and consistent with the California Standards for the Teaching Profession.

“Exemplary” Practice that exemplifies the California Standards for the Teaching Profession.

Standard One:

Effective teacher support is purposeful and supportive in developing strategies that support all students in learning.

1.1 Goals and objectives of teacher support are clear, focused and aligned with California Teaching Standards.

1.2 Professional Development/Coaching is included for teacher planning, implementation, reflection, and revision.

1.3 Professional development and coaching builds on and makes connection to teacher’s prior knowledge.

Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary	Not Observed

Evaluator’s Comments:

Standard Two:

Effective professional development is informed by multiple sources of data collection and analysis.

2.1 Research and data are included in professional development/coaching to establish rational and support for the goal/objective or target instructional practice.

2.2 Data regarding the implementation of district initiatives or best practices is analyzed to support the needs of all students.

2.3 Data from evaluations of previous professional development is analyzed to determine the focus and content for future professional development.

Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary	Not Observed

2.4 Professional Developer/Coach supports the teaching staff in the development of learning goals and differentiation based on data results.					
---	--	--	--	--	--

Evaluator's Comments:

Standard Three:

An effective Coach/Professional Developer utilizes best practices to provide varied learning experiences in professional development.

	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary	Not Observed
3.1 The Coach/Professional Developer structures ongoing opportunities for teachers to work together while incorporating communication technologies to broaden the scope of collaboration, when possible.					
3.2 The Coach/Professional Developer demonstrates positive expectations for student learning.					
3.3 The Coach/Professional Developer applies concepts of adult learning and motivation in order to meet the needs of staff that are in various stages of their careers.					
3.4 The Coach/Professional Developer uses varied group configurations and presentation formats as needed to engage adult learners.					

Evaluator's Comments:

Standard Four:

The effective Coach/Professional Developer's work results in the acquisition, enhancement or refinement of skills and knowledge.

	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary	Not Observed
4.1 Coach/Professional Developer supports the study, evaluation and integration of relevant and current best practices and research into practice.					

4.2 Coach/Professional Developer enhances knowledge, skills and the understanding of instructional strategies appropriate to specific content, and addresses the needs of diverse learners, including English Learners and Students with Disabilities.					
4.3 Coach/Professional Developer ensures that all educators understand various types of assessments to measure student learning.					

Evaluator's Comments:

Standard Five:

Effective coaching/professional development is evaluated by its short- and long-term impact on professional practice and achievement of all students.	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary	Not Observed
5.1 Coach/Professional Developer effectiveness is measured by assessing levels of participant satisfaction and increased student engagement.					
5.2 Coach/Professional Developer effectiveness is measured by evidence of new skills applied to practice, and the ability to share those practices to support teacher needs.					
5.3 Coach/Professional developer effectiveness is measured on its impact on achievement of all students including EL's and students with special needs.					

Evaluator's Comments:

Standard Six:

Developing as a professional educator.	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary	Not Observed
6.1 Establishing professional goals and engaging in continuous and purposeful professional growth and development.					
6.2 Collaborating with colleagues and the broader professional community to support teacher and student learning.					
6.3 Demonstrating professional responsibility, integrity, and ethical conduct.					

Evaluator's Comments

Overall Performance Rating:

Unsatisfactory _____ Needs Improvement _____ Meets District Standards _____ Exemplary _____

Performance Objectives Action Plan

Performance Objective	Date Objective Will Be Met By	Evidence of Objective Accomplished (How and What)

Dates of Pre-Observation Conferences:

Dates Informal Observations:

Dates of Post-Observation Conferences:

☐ You are being recommended to be placed on next year's evaluation cycle (permanent employees only).

Principal's Signature: _____ Date: _____

Employee Signature: _____ Date: _____

EVALUATEE STATEMENT:

I acknowledge that I have seen this evaluation and have been provided with suggestions for improvement in performance when needed and/or continued professional growth. I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement to accompany this form within 10 working days to principal and HR Director.

Date Delivered to Employee: _____

Date of Follow-up Conference (if held): _____

The Content of this form is derived from a variety of sources regarding performance. This may include observations, memos and other forms of direct contact relating to the six major performance areas that the supervisor has discussed with the teacher as possibly being included in the evaluation. (Reference article VIII, section 3)

Distribution: Original: Human Resources Department

Copy: Teacher, Principal

Form S-181 (Revised 9/7/12)



Soledad Unified School District Informal Observation Form Speech and Language Pathologist

Speech and Language Pathologist: _____ Observer: _____

Location of Observation: _____ Date of
Observation: _____

Therapy Session Focus: _____

Start Time of Observation: _____ End Time of Observation: _____

Standard: _____ Objective: _____

Circle Setting: INITIAL IEP TRI IEP ANNUAL IEP CONSULT. GROUP INDIVIDUAL

A Check Mark in Each Box Indicates Observed

STANDARD I: Demonstrate knowledge and skills in speech-language pathology and related subject areas.

- ☐ Works with individuals at all ability levels and serves a range of disorder.
- ☐ Provides consultation for Special Education and general education staff regarding language based instructional strategies.
- ☐ Demonstrates competency in oral and written communication.
- ☐ Organizes workspace material and equipment.

Highlights:

Next Steps:

STANDARD II: Create and maintain effective environments for student learning.

- ☐ Engages students in the session's activities.
- ☐ Provides accurate and appropriate feedback to students individually.
- ☐ Implements activities that promote progress on the students' specific IEP goals.
- ☐ Implements positive behavior management skills.
- ☐ Uses the allocated time efficiently and effectively.
- ☐ Fosters a positive interaction with students.
- ☐ Provides each student with an opportunity for a significant number of responses.
- ☐ Includes curricular objectives or materials in the session.
- ☐ Develops and executes appropriate therapy plans.

Highlights:

Next Steps:

STANDARD III: Provides culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practices.

- ☐ Demonstrates knowledge and skills necessary for providing or facilitating treatment for children from culturally and linguistically different backgrounds.
- ☐ Advocates for appropriate services for students.
- ☐ Documents the nature of services and evidence of progress.

Highlights:

Next Steps:

STANDARD IV: Partner with the team to determine eligibility and recommend services that are compliant with state and federal regulations for children with disabilities.

- ☐ Demonstrate the ability to communicate how speech and language goals relate to student success with curriculum.
- ☐ Develops understandable and measurable goals.
- ☐ Responds appropriately to questions and comments of other team members.
- ☐ Demonstrates the ability to work with teams, including parents and other team members in creating IEPs and 504 Plans.
- ☐ Contribute appropriate information to transition plans.
- ☐ Contributes to the eligibility determination under the IDEA, as well as Section 504 of the Rehabilitation Act of 1973 based on assessment data.

Highlights:

Next Steps:

STANDARD V: Demonstrates ability to conduct appropriate comprehensive evaluations for students who may experience a variety of communication disorders.

- ☐ Use Appropriate formal and informal assessment tools.
- ☐ Report assessment findings in a timely manner, using the SELPA approved format.
- ☐ Analyzes and interprets tests results to make appropriate recommendations.
- ☐ Creates assessment schedules that reflect consideration for the student academic time.
- ☐ Demonstrate knowledge and skills necessary to provide or facilitate assessment of children from culturally and linguistically different backgrounds.

Highlights:

Next Steps:

STANDARD VI: Develop and deliver therapeutic services that are meaningful and purposeful given the students unique needs.

- ☐ Develops activities that promote progress on student specific IEP goals.
- ☐ Design a schedule that allows completion of all work activities in an efficient and effective manner.
- ☐ Changes activities, feedback, or direction of the session when a student is not understanding or able to demonstrate success with the session goal.
- ☐ Record data on the student's performance during the session.

Highlights:

Next Steps:

STANDARD VII: Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education.

- ☐ Respect teachers and other professionals.
- ☐ Demonstrate active listening.
- ☐ Presents with a professional demeanor.
- ☐ Respond professionally to feedback.
- ☐ Demonstrate collaboration in an IEP team meeting and other meetings.

Highlights:

Next Steps:

STANDARD VIII: Collaborate with families and provide opportunities for families to be involved in the students' SLP services.

- ☐ Respect students and families.
- ☐ Demonstrate active listening.
- ☐ Present with a professional demeanor.
- ☐ Respond professional to feedback.
- ☐ Demonstrate collaboration with families in an IEP/504 Plan team meeting or other meeting.
- ☐ Show evidence of communication with families (e.g. parent communication log).

Highlights:

Next Steps:



Soledad Unified School District Formal Observation Report Speech and Language Pathologist

Speech and Language Pathologist: _____ Status: _____ Observer: _____

School: _____ Assignment: _____ Therapeutic Area Addressed: _____

Date of Pre-Observation Conference: _____ Observation Date: _____ Time of Observation: _____

Standard Number: _____ Objective: _____

All employees shall be assessed on all standards. The intent of emphasizing certain standards is to support speech & language pathologists in their professional development.

STANDARD I: Demonstrate knowledge and skills in speech-language pathology and related subject areas.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
Works with individuals at all ability levels and serves a range of disorder.					
Provides consultation for Special Education and general education staff regarding language based instructional strategies.					
Demonstrates competency in oral and written communication.					
Organizes work space material and equipment					

Comments/Evidence:

STANDARD II: Create and maintain effective environments for student learning.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
Engages students in the session's activities.					
Provides accurate and appropriate feedback to students individually.					
Implements activities that promote progress on the students' specific IEP goals.					
Implements positive behavior management skills.					
Uses the allocated time efficiently and effectively.					
Fosters a positive interaction with students.					
Provides each student with an opportunity for a significant number of responses.					
Includes curricular objectives or materials in the session.					
Develops and executes appropriate therapy plans.					

Comments/Evidence:

STANDARD III: Provides culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practices.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
Demonstrates knowledge and skills necessary for providing or facilitating treatment for children from culturally and linguistically different backgrounds.					
Advocates for appropriate services for students.					
Documents the nature of services and evidence of progress.					

Comments/Evidence:

STANDARD IV: Partner with the team to determine eligibility and recommend services that are compliant with state and federal regulations for children with disabilities.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
Demonstrate the ability to communicate how speech and language goals relate to student success with curriculum.					
Develops understandable and measurable goals.					
Responds appropriately to questions and comments of other team members.					
Demonstrates the ability to work with teams, including parents and other team members in creating IEPs and 504 Plans.					
Contribute appropriate information to transition plans.					
Contributes to the eligibility determination under the IDEA, as well as Section 504 of the of the Rehabilitation Act of 1973 based on assessment data.					

Comments/Evidence:

STANDARD V: Demonstrates ability to conduct appropriate comprehensive evaluations for students who may experience a variety of communication disorders.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
Use Appropriate formal and informal assessment tools.					
Report assessment findings in a timely manner, using the SELPA approved format.					
Analyzes and interprets tests results to make appropriate recommendations.					
Creates assessment schedules that reflect consideration for the student academic time.					
Demonstrate knowledge and skills necessary to provide or facilitate assessment of children from culturally and linguistically different backgrounds.					

STANDARD VI: Develop and deliver therapeutic services that are meaningful and purposeful given the students unique needs.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
Develops activities that promote progress on student specific IEP goals.					
Design a schedule that allows completion of all work activities in an efficient and effective manner.					
Changes activities, feedback, or direction of the session when a student is not understanding or able to demonstrate success with the session goal.					

Record data on the student's performance during the session.					
Comments/Evidence:					

Comments/Evidence:

STANDARD VII: Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
Respect teachers and other professionals.					
Demonstrate active listening.					
Presents with a professional demeanor.					
Respond professionally to feedback.					
Demonstrate collaboration in an IEP team meeting and other meetings.					
Comments/Evidence:					

STANDARD VIII: Collaborate with families and provide opportunities for families to be involved in the students' SLP services.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary	Not Observed
Respect students and families.					
Demonstrate active listening.					
Present with a professional demeanor.					
Respond professional to feedback.					
Demonstrate collaboration with families in an IEP/504 Plan team meeting or other meeting.					
Show evidence of communication with families (e.g. parent communication log).					
Comments/Evidence:					

NEXT STEPS:

Objectives	Strategies/Support	Date Objective Will Be Met By	Evidence Objective Accomplished (How and What)

--	--	--	--

Overall Performance Rating

___ **Unsatisfactory** ___ **Needs Improvement** ___ **Meets District Standards** ___ **Exemplary**

Observer's Signature/Title: _____

Post Observation Conference Date: _____

Speech Therapist Signature: _____
(Does not imply agreement)

A written response may be submitted within 10 working days to Principal and HR Director.

Distribution: Original: Human Resources Department Copy: Teacher, Principal



Soledad Unified School District

Summary Evaluation Form

Speech and Language Pathologist

Speech Therapist: _____

School: _____

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

Evaluation Codes:

“Unsatisfactory” Practice that is inadequate and is inconsistent with expectations of the California Standards for the Teaching Profession and is in need of immediate improvement and/or intervention (PAR)

“Needs Improvement” Practice that is developing or weak in relation to the California Standards for the Teaching Profession and is in need of strengthening before the next evaluation.

“Meets District Standards” Practice that is competent, satisfactory and consistent with the California Standards for the Teaching Profession.

“Exemplary” Practice that exemplifies the California Standards for the Teaching Profession.

Standard One: Demonstrate knowledge and skills in speech-language pathology and related subject areas.

	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary
Works with individuals at all ability levels and serves a range of disorder.				
Provides consultation for Special Education and general education staff regarding language based instructional strategies.				
Demonstrates competency in oral and written communication.				
Organizes work space material and equipment				

Evaluator's Comments:

Standard Two: Create and maintain effective environments for student learning.

	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary
Engages students in the session's activities.				
Provides accurate and appropriate feedback to students individually.				
Implements activities that promote progress on the students' specific IEP goals.				
Implements positive behavior management skills.				
Uses the allocated time efficiently and effectively.				
Fosters a positive interaction with students.				
Provides each student with an opportunity for a significant number of responses.				
Includes curricular objectives or materials in the session.				
Develops and executes appropriate therapy plans.				

Evaluator's Comments:

Standard Three: Provides culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practices.

	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary
Demonstrates knowledge and skills necessary for providing or facilitating treatment for children from culturally and linguistically different backgrounds.				
Advocates for appropriate services for students.				
Documents the nature of services and evidence of progress.				

Evaluator's Comments:

Standard Four: Partner with the team to determine eligibility and recommend services that are compliant with state and federal regulations for children with disabilities.

	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary
Demonstrate the ability to communicate how speech and language goals relate to student success with curriculum.				
Develops understandable and measurable goals.				
Responds appropriately to questions and comments of other team members.				
Demonstrates the ability to work with teams, including parents and other team members in creating IEPs and 504 Plans.				
Contribute appropriate information to transition plans.				
Contributes to the eligibility determination under the IDEA, as well as Section 504 of the Rehabilitation Act of 1973 based on assessment data.				

Evaluator's Comments:

Standard Five: Demonstrates ability to conduct appropriate comprehensive evaluations for students who may experience a variety of communication disorders.

	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary
Use Appropriate formal and informal assessment tools.				
Report assessment findings in a timely manner, using the SELPA approved format.				
Analyzes and interprets tests results to make appropriate recommendations.				
Creates assessment schedules that reflect consideration for the student academic time.				
Demonstrate knowledge and skills necessary to provide or facilitate assessment of children from culturally and linguistically different backgrounds.				

Evaluator's Comments:

Standard Six: Develop and deliver therapeutic services that are meaningful and purposeful given the students unique needs.

	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary
Demonstrate the ability to communicate how speech and language goals relate to student success with curriculum.				
Develops understandable and measurable goals.				

Responds appropriately to questions and comments of other team members.				
Demonstrates the ability to work with teams, including parents and other team members in creating IEPs and 504 Plans.				
Contribute appropriate information to transition plans.				
Contributes to the eligibility determination under the IDEA, as well as Section 504 of the of the Rehabilitation Act of 1973 based on assessment data.				

Evaluator's Comments:

Standard Seven: Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education.

	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary
Respect teachers and other professionals.				
Demonstrate active listening.				
Presents with a professional demeanor.				
Respond professionally to feedback.				
Demonstrate collaboration in an IEP team meeting and other meetings.				

Evaluator's Comments:

Standard Eight: Collaborate with families and provide opportunities for families to be involved in the students' SLP services.

	Unsatisfactory	Needs Improvement	Meets District Standards	Exemplary
Respect students and families.				
Demonstrate active listening.				
Present with a professional demeanor.				
Respond professional to feedback.				
Demonstrate collaboration with families in an IEP/504 Plan team meeting or other meeting.				
Show evidence of communication with families (e.g. parent communication log).				

Evaluator's Comments:

Overall Performance Rating:

Unsatisfactory _____ Needs Improvement _____ Meets District Standards _____ Exemplary _____

Performance Objectives Action Plan

Performance Objective	Date Objective Will Be Met By	Evidence of Objective Accomplished (How and What)

Dates of Pre-Observation Conferences:

Dates of Classroom Observations:

Dates of Post-Observation Conferences:

☐ You are being recommended to be placed on next year's evaluation cycle (permanent employees only).

Administrator's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____

EVALUATEE STATEMENT:

I acknowledge that I have seen this evaluation and have been provided with suggestions for improvement in performance when needed and/or continued professional growth. I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement to accompany this form within 10 working days to principal and HR Director.

Date Delivered to Speech Therapist: _____

Date of Follow-up Conference (if held): _____

The Content of this form is derived from a variety of sources regarding performance. This may include observations, memos and other forms of direct contact relating to the six major performance areas that the supervisor has discussed with the teacher as possibly being included in the evaluation. (Reference article VIII, section 3)

Distribution: Original: Human Resources Department

Copy: Speech Therapist, Director of Special Education

Soledad Unified School District Informal Classroom Observation Form

Walkthrough Name	Site	Template Name
Walkthroughs		SUSD Informal Observation
Category	Start Date / Time	End Date / Time
<none>		
Staff		
Grade	Subject Area	

SUSD Informal Classroom Observation Form	
1.1 Student Grouping <ul style="list-style-type: none"> • Whole Group <input type="checkbox"/> • Small Group <input type="checkbox"/> • Cooperative Group <input type="checkbox"/> • Independent <input type="checkbox"/> • Guided Group <input type="checkbox"/> • Closure <input type="checkbox"/> • Other <input type="checkbox"/> 	
1.2 CSTEP 2.3: Classroom Environment <ul style="list-style-type: none"> • Physically, emotionally, and intellectually safe and accessible learning environment <input type="checkbox"/> • Clean, Neat & Organized (room is physically safe) <input type="checkbox"/> • Current Student work posted <input type="checkbox"/> • Rigorous learning environment with high expectations and appropriate support for all students. <input type="checkbox"/> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Note : </div>	
1.3 CSTEP 4.2: Goals for student learning <ul style="list-style-type: none"> • Learning objectives are posted, grade level appropriate, rigorous with clear measureable outcomes. <input type="checkbox"/> • Learning goals address school and district expectations and meet common core standards <input type="checkbox"/> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Note : </div>	
1.4 CSTEP 2.6: Routines & Procedures <ul style="list-style-type: none"> • Students understand and know routines, procedures, norms and supports for positive behavior. <input type="checkbox"/> • Transitions are smooth from one task to the next <input type="checkbox"/> • Adequate time is given for completion of tasks <input type="checkbox"/> • Daily schedule posted <input type="checkbox"/> • Clear expectation of learning and tasks <input type="checkbox"/> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Note : </div>	
1.5 CSTEP 1.4: Student Engagement <ul style="list-style-type: none"> • Students are actively engaged in learning <input type="checkbox"/> • Variety of strategies are used to engage students such as white board, cooperative groups, partners, online tools <input type="checkbox"/> • Students take responsibility for their own behavior and actions. <input type="checkbox"/> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Note : </div>	

SUSD Informal Classroom Observation Form

<p>1.6 CSTP 2.7: Instructional Time</p> <ul style="list-style-type: none"> • Is optimized for learning <input type="checkbox"/> • Bell to Bell instruction <input type="checkbox"/> • Students are re-directed for off-task behavior <input type="checkbox"/> • Transitions are smooth and maximize instructional time <input type="checkbox"/> <p>Note :</p>
<p>1.7 CSTP 3.4: Instructional Strategies</p> <ul style="list-style-type: none"> • Instructional strategies are appropriate for content being delivered to engage, activate prior knowledge, scaffold, and/or challenge student with grade level content. <input type="checkbox"/> • Instructional strategies are used to engage and support English language learners (ELD/SADIE) and students with special needs. <input type="checkbox"/> <p>Note :</p>
<p>1.8 CSTP 1.6: Monitoring Student Learning</p> <ul style="list-style-type: none"> • Checking for understanding of all students including EL's and Students with Special Needs <input type="checkbox"/> • Monitors student learning prior to independent work, <input type="checkbox"/> • Reinforcement and remediation for students requiring additional supports <input type="checkbox"/> • Enrichment tasks for students who have mastered content. <input type="checkbox"/> <p>Note :</p>
<p>1.9 A written response may be submitted within 10 working days of receiving the informal observation to the Principal and/or the Associate Superintendent of Human Capital.</p>

PRE-OBSERVATION GUIDE

(Fill out prior to pre-conference meeting)

Teacher: _____ Status: _____

_____ Observation date: _____ Time: _____

Subject area: _____

Grade Level: _____ Pre-Ob. Conf.: _____ Time: _____
Date

Observer: _____ Post-Ob. Conf.: _____ Time: _____
Date

District Standard:

Lesson Objective:

Activating Prior Knowledge:

Concept Definition:

Guided Practice/Skill Development:

Closure:

Independent Practice:

Assessment (How will you know your students have achieved the objective?):

Indicate any areas you may wish feedback on (Delivery strategies, classroom environment, particular students, etc.):



Soledad Unified School District Formal Observation Report

Teacher: Status: Observer: _____ School: _____

Assignment: _____ Subject Area Observed: _____

Date of Pre-Observation Conference: _____

Observation Date: _____ Time of Observation: _____

Lesson Standard: _____ Lesson Objective: _____

Observation Rating for Each California Standard for the Teaching Profession

STANDARD 1 Engaging and supporting all students in learning	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary
.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.				
.5 Students are engaged in problem solving, critical thinking and other activities that make subject matter meaningful and promote higher order thinking skills.				
1.6 Monitoring student learning and adjusting instruction while teaching.				

Comments/Evidence:

STANDARD 2. Creating and maintaining effective environments for student learning	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.				
4 Creating a rigorous learning environment with high expectations and appropriate support for all students.				
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.				
6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which students can learn.				
2.7 Using instructional time to optimize learning.				

Comments/Evidence:

STANDARD 3 Understanding and organizing subject matter for student learning.	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary
1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.				

3 Organizing curriculum to facilitate student understanding of subject matter.				
3.4 Utilizing instructional strategies that are appropriate to the subject matter.				
6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.				
Comments/Evidence:				
STANDARD 4 Planning instruction and designing learning experiences for all students	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary
2 Teacher establishes and articulates goals for student learning.				
3 Developing and sequencing long-term and short term instructional plans to support student learning.				
5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.				
Comments/Evidence:				

STANDARD 5 Assessing student learning	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary
2 Collecting and analyzing assessment data from a variety of sources to inform instruction.				
3 Reviewing data, both individually and with colleagues, to monitor student learning.				
Comments/Evidence:				

STANDARD 6 Developing as a professional educator	Unsatisfactory	Needs Improvement	Meets Standards	Exemplary
2 Establishing professional goals and engaging in continuous purposeful professional growth and development.				
3 Collaborating with colleagues and the broader professional community to support teacher and student learning.				
7 Demonstrating professional responsibility, integrity, and ethical conduct.				
Comments/Evidence:				

***Standards 5 and 6 are assessed based on written feedback up through this observation date.**

NEXT STEPS:

Objectives	Strategies/Support	Date Objective Will Be Met By	Evidence Objective Accomplished (How and What)

Overall Performance Rating

___ **Unsatisfactory** ___ **Needs Improvement** ___ **Meets District Standards** ___ **Exemplary**

Observer's

Signature/Title: _____

Post Observation Conference Date: _____

Teacher's Signature: _____
(Does not imply agreement)

A written response may be submitted within 10 working days to Principal and HR

Director.

APPENDIX F

Grievance Procedure

This is a summary of the Grievance Procedure found in the Master Agreement (Contract) on pages 31-35. Hopefully, this will help you follow the steps needed to get your problem solved in the most efficient way. However, this is just meant to be a guide and does not cover all the details that are in the Master Agreement.

Before you start: Be sure to check your Contract to be sure that the issue you are dealing with is covered under the Contract. Your Grievance Representative at your school can help you find the areas of the Contract that cover your issue.

Level 1: **Discuss** the grievance **informally** with the appropriate principal or immediate supervisor. If the grievance arises from an action or lack of action of a person above the level of the principal or immediate supervisor, meet informally with that person. You may have an STA Grievance Representative accompany you if you wish.

Level 2: If you are not satisfied with the disposition of the grievance at Level 1 or if a written decision has not been rendered in ten (10) work days, you can file a written grievance (appendix D) with the appropriate principal or immediate supervisor.

***** Please note: If you take a grievance to Level 3, you are electing to use the Grievance/Arbitration Procedure and, therefore, you are choosing not to resort to any other forum or procedure for resolving the issue (eg. You may not take it to a lawyer, if you go to Level 3.)

Level 3: If you are not satisfied with the disposition of the grievance or if no written decision has been rendered in ten (10) work days at level 2, you may file the grievance in writing simultaneously with the President of STA and the Superintendent. Be sure to file it within ten (10) work days after the written decision at Level 2. The Superintendent or his/her designee must meet with the you (and a representative of the STA if you wish to bring one) within ten (10) work days.

*****All decisions at Levels 1, 2 and 3 need to be in writing, giving the decision and the reasons. The decisions need to be given promptly to all parties in interest and to the President of the Association.

*****All timelines for appeal at each level start the work day after the receipt of the written decision by the parties in interest. Timelines may be extended by mutual agreement.

Level 4: If the grievant is not satisfied with the decision at Level 3, the grievant may within ten (10) work days submit a request in writing to the Superintendent for advisory arbitration of the dispute. Please see page 33 of the Master Agreement for important details.

Level 5: The award of the arbitrator will be submitted to the Board of Trustees who have the right and responsibility to make the final decision. The Board must make their decision within ten (10) work days after the award has been rendered or within ten (10) work days of receipt of the transcript if one has been ordered. Notification of the final decision must be given to the parties involved within five (5) work days after the decision has been reached. If the Board takes no action within the time limits specified, the arbitrator's award will be the official decision of the Board.

Please see pages 31-35 of the Master Agreement for important details.

**Grievants always have the right of representation.

**No reprisals of any kind can be taken against any of the parties involved.

**All documents, communications and records will be kept in a separate grievance file and not in the personnel file of any of the participants.

APPENDIX D (Cont'd)
EMPLOYEE GRIEVANCE FORM
(Refer to Article IX of the STA Contract)

NAME: _____ CLASSIFICATION: _____ DATE: _____

Description of Problem:

GRIEVANCE-DISCUSSION OF CONFERENCE – LEVEL I (To be filed within 30 instructional days from the day of the alleged violation)

Principal: _____ Date: _____ Grievant Signature: _____ Date: _____

GRIEVANCE – WRITTEN GRIEVANCE SUBMITTED – LEVEL II

Action Requested:

Grievant Signature: _____ Date: _____

Principal's Decision:

Signature: _____ Date: _____

GRIEVANCE – SUPERINTENDENT – GRIEVANT CONFERENCE – LEVEL III

Date Grievance Received: _____ Date of Conference: _____

Facts and Discussion:

Superintendent's Decision:

Superintendent's Signature: _____ Date: _____

GRIEVANCE: ADVISORY ARBITRATION – LEVEL IV

Written Request for Advisory Arbitration Received on:

Findings:

Advisory Recommendations:

Hearing Date: _____ Advisory Arbitrator Signature _____ Date: _____

GRIEVANCE – FINAL DECISION BY GOVERNING BOARD

Date Received: _____

Decision:

Public Action Taken On: _____ Board President's Signature: _____ Date: _____

