

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ISLAND UNION ELEMENTARY SCHOOL DISTRICT

AND

ISLAND UNION ELEMENTARY TEACHERS ASSOCIATION/CTA/NEA

July 1, 2018 - June 30, 2021

RATIFIED BY

ISLAND UNION ELEMENTARY SCHOOL DISTRICT  
BOARD OF EDUCATION

September 26, 2018

RATIFIED BY

ISLAND UNION ELEMENTARY TEACHERS ASSOCIATION

August 28, 2018

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## **Article 1**

### **AGREEMENT**

The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Island Union Elementary School District (“District”) and the Island Union Elementary Teachers Association CTA/NEA (“Association”) an employee organization. This Agreement is made and entered into pursuant to the Educational Employment Relations Act of 1975 (Chapter 10.7 Section 3540-3549 of the Government Code).

## **Article 2**

### **RECOGNITION**

The District recognizes the Association as the exclusive bargaining representative for a bargaining unit including all certificated employees serving in the position of classroom teacher or counselor and excluding all management confidential and classified employees.

### **Article 3**

#### **NEGOTIATIONS PROCEDURES**

1. The Association shall submit its proposal for a successor agreement by no later than February of the year in which this Agreement expires, unless the District and the Association mutually agree in writing to a different date. Whenever the parties negotiate a multi-year Agreement and provide for reopener negotiations during the contract term, the Association shall submit its reopener proposal to the District for the Board meeting of the Governing Board in February. The Board agrees to complete the public hearing process on the proposals of the Association and the District within a reasonable time following the presentation of the Association's proposal.
2. Negotiations shall take place at mutually agreeable times and places.
3. Either party may utilize the services of outside consultants in the negotiations.
4. Exclusive of the parties' initial contract negotiations, the Association shall designate three (3) representatives who shall each be entitled to reasonable amounts of release time without loss of compensation to attend negotiations and impasse proceedings. In addition, the three (3) Association representatives shall be entitled to one-half (1/2) day of release time without loss of compensation to prepare for 2017-2018 reopener negotiations.
5. Within a reasonable time after receiving a request from the Association, the District shall respond by providing the Association with the information necessary to the Association in its role as exclusive representative.

## **Article 4**

### **ASSOCIATION RIGHTS AND MEMBER RIGHTS**

1. Consistent with the Island Union Elementary School Districtwide Charter, the District agrees to adhere to the California Education Code regarding unit members' certification qualifications (i.e., credentials), classification requirements (i.e., temporary, probationary or permanent) and permanency ( i.e., discipline, dismissal, layoff, reemployment and leaves).

During the life of the Island Union Elementary School Districtwide Charter, the Superintendent/Principal will have the flexibility of hiring non-certificated instructors, hereafter referred to as instructors, as allowed by law in non-core areas. Areas in which a non-certificated instructor may be contracted may include, but is not limited to, art and physical education. Instructors shall demonstrate qualifications and knowledge of the non-academic area to which they are assigned.

2. All Association business, discussions, and activities will be conducted by unit members or Association officials outside the work day. The Association shall have the right to use District equipment and machines outside the work day for lawful Association business, provided that all supplies used shall be paid for by the Association.
3. The Association may use the school mail boxes, the electronic mail service, unit member electronic mailboxes and bulletin board spaces designated by the Superintendent, subject to the following conditions:
  - a. All postings for bulletin boards or items for school mail boxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by an Association representative.
  - b. Any copy of said posting must be delivered to the Superintendent/designee at the time of posting.
  - c. The Association will not post or distribute information which is obscene or libelous 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 5**

### **MANAGEMENT RIGHTS**

1. Except as otherwise provided in this Agreement, it is agreed that the District retains all of its power and authority to direct, manage, and control the operations of the District to the full extent of the law. These duties, powers, and authorities include, but are not limited to, the exclusive right to:
  - a. Determine the kinds and levels of services to be provided, and the methods of providing them.
  - b. Establish its educational policies, goals and objectives.
  - c. Ensure the rights and educational opportunities of the students.
  - d. Determine staffing patterns.
  - e. Determine the number and kinds of personnel required.
  - f. Maintain the efficiency of District operations.
  - g. Determine the curriculum to the extent permissible by applicable law.
  - h. Build, move or modify facilities.
  - i. Establish budget procedures and determine budgetary allocations.
  - j. Determine the methods of raising revenue.
  - k. Hire, classify, assign, evaluate, promote and terminate employees.
  - l. Take action on any matter in the event of an emergency. Emergency examples are class overloads requiring quick hiring, weather/casualty, emergencies requiring extended hours, etc.
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 express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the law.
3. The District retains its right to amend, modify or rescind policies and practices in case of emergency; limited however to the actual duration of the emergency.
4. An emergency is defined as a serious unexpected and potentially dangerous situation or natural calamity that necessitates immediate and extraordinary District action. The determination of whether an emergency exists is solely within the discretion of the District.

## Article 6

### PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

1. Any teacher who is a member of the Association or who has applied for membership in the Association may sign and deliver to the District an assignment authorizing deduction of unified dues, initiation fees and general assessments of the Association.
2. Pursuant to the authorization, the District will deduct one-tenth (1/10) of such dues from the regular salary warrant of the teacher each month for ten (10) months. Deductions for teachers who sign an authorization after the commencement of the school year will be appropriately prorated to complete one (1) year's payments by the end of the school year.
3. Any unit member who is not a member of the Association, or who does not apply for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
4. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. However, such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

AMERICAN CANCER SOCIETY

VALLEY CHILDREN'S HOSPITAL

LEMOORE FOOD BANK

- a. Proof of payment shall be made on an annual basis to the Association and District as a condition of continued exception from the payment of Agency fee. Proof of payment shall be in the form of receipts and/or canceled checks, indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. In-kind services may

not be used for payment, nor may payment be a form other than money, such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

- b. Any religious object or who requests that the grievance or arbitration provisions of the Agreement be used in her or his behalf shall pay the reasonable cost of using said grievance or arbitration procedures.
5. The District agrees to remit as promptly as possible all sums to the Membership Processing Office of the California Teachers Association, Post Office Box 4178, Burlingame, California 94011-9986, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership on the Association, and indicating any changes in personnel from the list previously furnished.
6. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.
7. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the Agency Fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed, and the responsibility of covering all costs associated with the above right.

## **Article 7**

### **GRIEVANCE**

#### **A. Definitions**

1. A “grievance” is an allegation by a member of the bargaining unit or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
2. The “grievant” is the unit member, unit members, or the Association making the claim.
3. A “day” is a duty day in which the grievant is required by contract to render service.

#### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. A grievant shall normally seek a solution(s) to his/her problem(s) through at least one (1) informal discussion with the Superintendent/Principal prior to initiating a formal grievance as hereinafter described. Adjustment of a grievance through such informal discussion may be accomplished without the intervention of the Association. However, the grievant may, at his/her discretion, be represented by the Association in any such informal discussion.

#### **C. Procedure**

1. Informal Level
  - a. Within twenty (20) days after the occurrence of the action or omission giving rise to a grievance, or within twenty (20) days after the grievant might reasonably be expected to have known of such occurrence or omission, the grievant shall attempt to resolve it by informal conference with the Superintendent/Principal.
2. Formal Level –Step One
  - a. Failing to resolve the difficulty through informal means, the grievant may, within ten (10) days after the informal conference, submit a statement of his/her grievance in writing on the grievance form attached hereto as Appendix “A” with a copy to the Association and the

Superintendent/Principal. The Superintendent/Principal shall make every reasonable effort to meet with the grievant for purposes of discussing the written grievance within three (3) days following the Superintendent/Principal's receipt of that written grievance. The Superintendent/Principal shall communicate a decision and the reasons for that decision in writing to the grievant with a copy to the Governing Board and the Association within ten (10) days after receiving the grievance.

3. Formal Level-Step Two - Mediation

- a. If dissatisfied with the disposition of the grievance at Level One, or if no disposition has occurred, the grievant and/or the Association may, within ten (10) days of the Superintendent/Principal's written response, or within ten (10) days after the expiration of the time in which the Superintendent/Principal was required to respond, the grievant and/or the Association may submit the grievance to mediation.
- b. The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance. If either the Association or the District does not agree to the individual assigned by the SMCS, the parties will mutually agree on an alternate mediator.
- c. Within ten (10) days of the request, the mediator shall contact the grievant, the Association and the District to schedule a meeting.
- d. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.
- e. In the event that the grievant, the Association and the Superintendent or his/her designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the grievant and/or Association may terminate Level Two and the grievance may proceed to Level Three.

4. Level Three-School Board

- a. If the grievant and/or the Association is not satisfied with the disposition of the grievance at Level Two, the grievant and/or the Association may appeal the decision to the School Board within ten (10) days after the response of the conciliator/mediator.
- b. The appeal shall be in writing and shall be accompanied by a copy of the grievance and decision at Level One.

- c. At the next regularly scheduled board meeting following receipt of the appeal, or as soon as practical thereafter, the School Board shall meet with the grievant and/or the Association representative in closed session, unless the grievant/Association requests that the grievance be placed on the agenda as an open session item. The grievant may be represented if he/she so chooses. The Board shall consider the arguments of the District and those of both the grievant and/or Association, as well as the statements of a reasonable number of persons impacted by the circumstances specified in the grievance.
- d. The Board of Trustees shall render a decision in writing and will set forth its findings on the issues submitted by the grievant within ten (10) days following the conclusion of its review. The decision of the School Board will be final.

5. Time Limits

- a. Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
- b. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.
- c. In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the time limits set forth herein shall be reduced by mutual written agreement of the parties so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

6. Rights of Representation

- a. A grievant may be represented at all stages of the grievance by an Association representative(s).

7. No Reprisals

- a. No reprisals of any kind will be taken by the District or the Board against any grievant, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

8. Miscellaneous

- a. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be entitled to reasonable release time without loss of pay in order to permit participation in the foregoing activities. Any unit

member who is requested to appear in such meetings or hearings as a witness will be accorded the same right.

- b. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
- c. Forms related to communication between the District and the Association regarding grievances shall be jointly drafted and distributed to facilitate the effective operation of the grievance procedure.
- d. Upon mutual written agreement of the Association and the District, a grievance may be taken directly to mediation.
- e. A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association as long as such adjustment is not inconsistent with terms of the written agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

## Article 8

### TEACHING HOURS AND WORK YEAR

*Subject to the conditions set forth below, revise Article 8 to establish a “Professional Work Day” for a limited period beginning August 14, 2018 and continuing to the last student attendance day prior to winter break, i.e., December 21, 2018*

- *Unless the parties agree to extend the effective date through June 30, 2019, Article 8 as revised below to establish a Professional Work Day shall automatically expire as of December 21, 2018, and be replaced by Article 8 in the parties’ 2015-18 Collective Bargaining Agreement as modified by the Tentative Agreement dated September 27, 2017 (hereafter referred to as “the original Article 8 language”).*
- *If revised Article 8 with its Professional Work Day language remains in effect through the 2018-19 school year, the parties may thereafter mutually agree to extend revised Article 8 on annual basis by June 30, 2019 for the 2019-20 school year and by June 30, 2020 for the 2020-21 school year. If, at any time, the parties fail to agree on an annual extension, revised Article 8 with its Professional Work Day language shall expire and be replaced by the original Article 8 language.*
- *If the Professional Work Day language remains in effect for 2020-21, it shall expire as of June 30, 2021 and be replaced by the original Article 8 language subject to the parties’ successor contract negotiations.*

*Consistent with the foregoing, the District proposes to replace Article 8 in the parties 2015-18 CBA as modified by the September 27, 2017 Tentative Agreement, with the following which shall be in effect for the period between August 14 and December 21, 2018 only:*

#### A. Work Day

1. The work day for bargaining unit members shall begin not less than fifteen (15) minutes before the start of instruction.
2. All unit members shall be entitled to a 45 minute uninterrupted duty free lunch and a 20 minute morning break [teachers may be asked to supervise at any time during the day in the event of an unexpected or intermittent lack of a yard duty aide(s)].
3. Mondays’ Early Dismissal
  - a. On Mondays, the student day begins at 8 am and ends early at 1:05 pm.
  - b. The time on Mondays from 1:15 pm to 3:30 pm shall be used for District purposes such as professional development and collaboration. At least one Monday per month shall be for the purposes of teacher collaboration (cross grade level or with grade level partners). The other Mondays shall be utilized at the District’s discretion but are primarily for the purposes of professional development and Professional Learning Communities (PLCs). In addition, the District and Association agree to the following parameters once teachers are released to convene their PLCs:

- 1) Each PLC shall fill out the PLC meeting agenda (attached as Appendix H)
  - 2) Members of the PLC *may* have up to 40 minutes at the beginning of the PLC to grade assessments *from the prior week* as per the PLC agenda
  - 3) PLC members can decide where to hold the PLC *on campus* and shall notify administration of the location; PLC members must obtain advance written approval from the administration to hold a PLC at a location off campus.
  - 4) Administration has the right to attend and participate in any PLCs;
  - 5) Each PLC shall determine which core content area is to be the focus of the PLC meeting.
  - 6) If a PLC completes all tasks from the PLC meeting agenda, the remainder of the PLC shall be for purposes of collaboration. This collaboration time shall not be for tasks that should be accomplished during the individual preparation time (i.e., copying, classroom setup, individual grading, planning extra-curricular events, etc.)
- c. Teachers agree to make every effort to attend all meetings and activities held on early release Mondays as set forth above by scheduling medical, dental and any other personal appointments on days other than Mondays.
4. On Tuesday through Friday of each week, the student day begins at 8:00 am and ends at 2:50 pm.
5. Professional Day

On Tuesday through Friday of each week, after the student day has ended and students have been released to an adult, teachers will remain at the school site for that period of time as determined by the teacher to be necessary to take care of student needs and to plan for the next school day's activities. In addition, the District may require a teacher to remain on duty after the dismissal of students as follows:

- a. To attend parent/teacher conferences as scheduled by the teacher and consistent with past practices in the District.
- b. To attend Individualized Education Program (IEP), 504, SST and Reclassification meetings conducted by the administration, teachers, and/or Special Education Department. Whenever possible, the District will give five (5) days advance notice to any teacher required to attend one of these meetings. While every reasonable effort shall be made to avoid extending any of these meetings past 5 pm; teachers are expected to remain present for the duration of the meeting.
- c. To fulfill an adjunct duty such as Back to School Night, Parent Conferences, Open House, Variety Show and other school events. The calendar or schedule of these

events shall be developed by the Superintendent/Principal or designee with input from the Chapter President or designee.

- d. To attend management-scheduled professional development (P.D.) programs.
  - e. To attend performance evaluation meetings with his/her supervisor in conformance with the provisions of the Teacher Evaluation Plan. (See Article 12)
  - f. To participate in individual teacher/principal supervisory consultations which may result from direct supervisory observations of the teacher by his or her principal and/or any other work related matter. The principal shall inform the teacher of the topic for consultation at the time he/she schedules the conference.
  - g. In scheduling meetings under the provisions of "b", "d", and "f" above, management and teachers shall make every reasonable effort to use dates and times which are acceptable to both parties (See Article 12)
6. Inclement Weather/Odd Schedules/Monthly Staff Meetings
- a. Rainy Day and Red Flag
    - 1. Shortened morning break.
    - 2. Lunch is 30 minutes.
  - b. Foggy Day
    - 1. Unit members are expected to arrive as near to the normal start time as safety permits.
    - 2. Students begin at 9:30 am and due to the late start, there is no morning recess for students or morning break for teachers.
  - c. Monthly Staff Meetings:
    - 1. On the first Wednesday of each month (unless cancelled), the teacher work day shall be extended to 4:00 pm for purposes of a staff meeting. If a meeting is not needed or it is not necessary to use all 45 minutes, the Principal may elect to not hold the meeting or to end it earlier.
    - 2. In the same manner as early release Mondays, teachers agree to make every effort to attend all staff meetings held on the first Wednesday of each month by scheduling medical, dental and any other personal appointments on days other than the first Wednesday of each month.
- C. Work Year
- 1. Commencing July 1, 2016 and thereafter
    - a. The work year for unit members shall increase from 183 days to 185 days
      - 1.) 180 instructional days

- 2.) 5 non-instructional days
  - i). One (1) full day prior to first day of instruction for purposes of individual planning and preparation
  - ii). Two (2) full days prior to first day of instruction for purposes of professional development and staff meetings
  - iii). Two (2) 2 additional days of professional development shall be embedded within the school year. The first non-student attendance day shall be on Columbus Day and the second non-student attendance day shall be during the second semester as determined by the Chapter President and the Superintendent/Principal or their respective designees.
- 3.) The Salary Schedule for 2016-17 was increased by an additional one percent (1 %) to compensate for this 2 day increase in work year.

**Article 9**  
**GRADE SPAN ADJUSTMENT**

Consistent with California Department of Education's guidance on the Local Control Funding Formula, charter schools are not subject to the requirements of Education Code section 42238.02(d) with respect to making annual progress towards an average K-3 enrollment of 24 at each school site.

In the event, charter schools do become subject to the requirements of Education Code section 42238.02(d), the District and the Association agree to negotiate an alternative annual average class size for grades K -3 for the school site.

## Article 10

### REASSIGNMENT

#### A. Definition of Vacancy

1. A vacancy is a position for which no teacher is currently assigned. Vacancies may be created by restructuring, resignation, growth, transfer or reassignment.

#### B. Notification of District Vacancies

1. Once per year in the second semester, the Superintendent shall provide each unit member with a Statement of Intent to Return for teachers to use in notifying the District whether they are returning for the ensuing school year and their top three grade level preferences. The "Statement of Intent to Return" is attached hereto as Appendix "B."

#### C. Criteria for Voluntary Reassignment

1. If two or more unit members apply for a vacant bargaining unit position, the following criteria shall be applied in selecting the individual to fill the position:
  - a. Recent training, experience and professional development applicable to the position to be filled;
  - b. Credential(s) as it relates to the position to be filled;
  - c. Instructional needs of the District;
  - d. Seniority in the District.

#### D. Involuntary Reassignment

1. Teachers will not be involuntarily reassigned to a different grade level or program within the District except for good and sufficient reason based on educational need or in the event of a reduction in staff. In effectuating such reassignments, the District shall not act arbitrarily, capriciously, or without basis in fact and shall consider any or all of the criteria listed in C above.
2. Under no circumstances shall an involuntary reassignment be for the purpose of disciplining an employee.
3. In the event it becomes necessary to involuntarily reassign one or more members of the bargaining unit, the selection of the unit member(s) to be reassigned shall be based on the criteria specified in C above.

E. Reimbursement for Curriculum and Classroom Needs

Any teacher who is either voluntarily or involuntarily reassigned and who provides proof of payment [i.e., receipts], shall be reimbursed for his/her costs in obtaining curriculum and addressing classroom needs in the new assignment as follows:

1. Up to a maximum of \$2000 for changing grades and classrooms
2. Up to a maximum of \$1500 for changing grades only
3. Up to a maximum of \$1000 for teachers new to the District

## Article 11

### LEAVES

#### A. Personal Illness and Injury Leave

1. Full-time unit members shall be entitled to ten (10) days of leave with full pay per school year. Unit members who work less than full time shall be entitled to that portion of one (1) day of leave per month as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
2. After all earned leave as set forth in Paragraph 1, above, is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months, provided that the provisions of Paragraph 4, below, are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave; or, if no substitute is employed, the amount which would have been paid to a substitute. The five-month period shall run consecutively after the exhaustion of the sick leave set forth in Paragraphs 1 and 3. No unit member shall be provided with more than one five-month period per illness or accident and, if the school year ends before the five-month period is exhausted, the unit member may take the balance of the five-month period in the subsequent school year.
3. If a unit member does not utilize the full amount of leave as authorized in Paragraph 1, above, in any school year, the amount not utilized shall be accumulated from year to year.
4. Upon request by District management, a unit member shall be required to present a doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.
5. Whenever possible, a unit member must contact his/her immediate supervisor, school secretary, or other employee responsible for securing substitutes as soon as the need to be absent is known in order to permit the employer time to secure a substitute. Failure to provide adequate notice may be grounds to deny the leave or to take other disciplinary action.
6. When a unit member who is absent during a portion of the work day and a substitute is employed to cover the unit member's absence, the absent unit member's sick leave will be deducted in one-half (1/2) day increments.
7. Each unit member shall be notified of the accumulated leave by no later than September 30<sup>th</sup> of each school year.

B. Personal Necessity Leave

1. A unit member may use up to six (6) days of his/her current Personal Illness and Injury Leave as set forth in Section A above per year for purposes of personal necessity. Under no circumstances shall personal necessity leave be available for purposes of personal convenience, monetary gain, for the extension of a holiday or vacation period, for matters which can be taken care of outside work hours, or for recreational activities.
2. A unit member shall not be required to secure advance permission to take leave for the reasons listed in (a) and (b) below; however, the unit member shall make every effort to comply with the District procedures for securing a substitute and shall notify the immediate supervisor of the expected duration of the absence.
  - a. Death or serious illness of a member of the unit member's immediate family, as defined in "Bereavement Leave." "Serious illness" shall include illness or required hospitalization of a member's immediate family which is serious enough to require the employee's presence during the unit member's assigned hours of service.
  - b. Accident involving the unit member's person or property, or person or property of a unit member's immediate family. Accidents must be serious in nature.
  - c. Requests for personal necessity based on valid reasons other than as stated in a. and b. above will be reviewed by the District administration. The District shall be solely responsible for determining whether or not to approve such requests. Any unit member requesting to utilize personal necessity leave for other valid reasons as stated herein, must submit his/her request in writing to the District office using the appropriate District forms at least two (2) working days in advance of the date the unit member would like to be absent.
3. Under all circumstances and within two (2) working days after returning to work, a unit member shall verify in writing on the appropriate District form and/or verify on the District's Absence Reporting System, that the personal necessity leave was used only for purposes as set forth in Paragraph 2, above. A unit member will be subject to appropriate discipline if the leave was used for purposes other than as stipulated.

C. Personal Business Leave

1. A unit member may use up to ten (10) days of his/her current Personal Illness and Injury Leave as set forth in Section A above per year for purposes of "Personal Business Leave." Under no circumstances shall personal business leave be available for purposes of personal convenience or for monetary gain.

2. Under all circumstances and within two (2) working days after returning to work, a unit member shall verify in writing on the appropriate District form and/or verify on the District's Absence Reporting System, that use of personal business leave was approved by the District.

D. Leave for Pregnancy Disability

1. Unit members are entitled to use sick leave, as set forth in Paragraphs 1 and 2 of Section A on Personal Illness and Injury Leave, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absences for other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.
2. Unit members are entitled to leave without pay or other benefits for disabilities occasioned by pregnancy, miscarriage, childbirth, or recovery therefrom, when sick leave as set forth in Personal Illness and Injury Leave (Section A, paragraphs 1 and 2) has been exhausted. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.

E. Maternity and Paternity Leave for Child Bonding/Child Care

The District agrees to provide maternity or paternity leave consistent with the requirements set forth in Assembly Bill 375 and Education Code section 44977.5.

F. Bereavement Leave

1. A unit member shall be entitled to a maximum of 5 days leave of absence, or 7 days leave of absence if out-of-state travel is required, without the loss of salary on account of the death of any member of his/her immediate family.
2. For purposes of this provision, an "immediate family member" shall be limited to mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother and sister of the employee or the spouse of an employee, as well as any step or foster relative in any of the foregoing categories and any other relative living in the immediate household of the employee.

G. Industrial Accident Leave

1. Unit members will be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury which has qualified for worker's compensation under the provisions of the Kings County Self Insurance Group.
2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session, or when the employees would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
3. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
4. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit checks from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
5. If the unit member 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 unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

H. Judicial Leave

1. Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as a litigant, unless it is a work-related court appearance, for reasons not brought about through the connivance or misconduct of the unit member.
2. The unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave, or as soon as the need to be absent becomes known.
3. The District shall make judicial leave request forms available to the unit member prior to the date of duty.
4. The unit member shall return to work if released from jury duty with at least 50 percent of his/her daily work hours remaining. If a unit member has served more than 50 percent of his/her daily work hours on jury duty, the unit member will not be required to return to work that day.

## Article 12

### CERTIFICATED EVALUATION

#### A. General

1. The District and IUETA agree that the primary objective in conducting certificated employee evaluations is to provide assistance to unit members in order to improve their performance and professional skills. All evaluations will be conducted with the intent of meeting this objective.
2. Unit member evaluations shall be based on the California Standards for the Teaching Profession, the Summative Evaluation of Teaching Performance attached hereto as Appendix "C," and as applicable, the Pre-Observation Conference form attached hereto Appendix "D," the Formal Classroom Observation form attached hereto as Appendix "E," and the Post-Observation Conference form attached hereto as Appendix "F."
3. At the beginning of each new school year, the District will conduct a meeting with all unit members to explain District procedures for teacher evaluation, record keeping, classroom discipline, evaluation of students, requisition of supplies and other information which the District deems pertinent and which may be a basis for an evaluation.
4. Unit members shall not be permitted/required to participate in the evaluation(s) and/or observations(s) of the other unit members.
5. Every unit member shall sign his/her written evaluation (which does not need to indicate concurrence), and the unit member shall be entitled to respond in writing to his/her evaluation. The unit member's response shall be attached to the evaluation when the response is placed in the unit member's personnel file.

#### B. Probationary and Temporary Certificated Employees

1. The District shall evaluate all probationary and temporary unit members at least once each year on or before March 1st.
2. All formal evaluations must be based upon at least *two* (2) formal classroom observations of a minimum of 20 minutes in length and one (1) of the formal classroom observations shall be announced. The first classroom observation shall be conducted before the end of the first trimester and the second classroom observation shall be conducted before February 15th.
  - a. Prior to the announced classroom observation, the primary evaluator shall meet with the unit member to discuss the observation and the teaching standards being evaluated.

- b. Following each observation, the primary evaluator shall meet with the unit member to review the results of the observation. This post-observation conference shall be scheduled as quickly as possible, but in no event, later than ten (10) school days following the observation.
- 3. Any probationary/temporary unit member who receives a "needs improvement" or "unsatisfactory" evaluation shall be responsible for correcting his/her performance deficiencies. The District shall assist the unit member by:
  - a. Making specific recommendations for improvement.
  - b. Providing additional resources that may be available and appropriate.

C. Permanent Certificated Employees

- 1. Except as set forth in subsections a and b below, permanent unit members shall be evaluated at least once every other school year. The evaluation shall be finalized and transmitted to the permanent unit member in a conference with his/her evaluator by no later than thirty (30) days prior to the last student attendance day for the school year.
  - a. A permanent unit member who has at least ten years of teaching experience in the District and who has received an overall rating of "Satisfactory" in his/her last three (3) evaluations may be evaluated at least once every five (5) years. The decision regarding whether any permanent unit member who satisfies the above criteria will be evaluated at least once every other year or at least once every five (5) years rests exclusively with the District.
  - b. A permanent certificated employee's overall evaluation shall be considered "Needs Improvement" if one or more of California Standards for the Teaching Profession 1 through 5 is/are rated "needs improvement" and/or one standard is rated "unsatisfactory" as set forth on the Summative Evaluation of Teaching Performance form [Appendix "C"].
  - c. A permanent employee's overall evaluation shall be considered "Unsatisfactory" if more than one of California Standards for the Teaching Profession 1 through 5 is rated "unsatisfactory" as set forth on the on the Summative Evaluation of Teaching Performance [Appendix "C"].
  - d. For any permanent employee whose overall evaluation is rated "Unsatisfactory" as set forth above in C.1.c., the unit member shall be evaluated at least once every year until he/she achieves a "Satisfactory" Summative Evaluation of Teaching Performance form or is separated from the District.
- 2. All formal evaluations must be based upon at least two (2) formal classroom observations of a minimum of 20 minutes in length.

- a. Prior to the announced classroom observation, the primary evaluator shall meet with the unit member to discuss the observation and the teaching standards being evaluated.
  - b. Following each observation, the primary evaluator shall meet with the unit member to review the results of the observation. This post-observation conference shall be scheduled as quickly as possible, but in no event, later than ten (10) school days following the observation.
3. In the event a permanent unit member receives an unsatisfactory evaluation(s), the District shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the permanent unit member should include, but is not limited to, the following:
  - a. Specific recommendations for improvement;
  - b. Direct assistance to implement such recommendations;
  - c. Provision of additional resources, when available and feasible.

## **Article 13**

### **PERSONNEL FILES**

1. The unit member shall be provided a copy of any material before it is placed in his/her personnel file.
2. The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which the material was drafted and placed in the file.
3. Access to personnel files shall be limited to members of the District administration (certificated supervisor, certificated or classified management and confidential secretaries, District representatives, District-appointed counsel, psychologists, psychiatrists, or physicians), the unit member and/or his/her representative. The Board of Education may review a unit member's personnel file during closed session. The contents of all personnel files shall be kept in strictest confidence.
4. Disciplinary action against a unit member which is based upon an accumulation of incidents shall be limited to reports of incidents placed in the personnel file.

## **Article 14**

### **PUBLIC CHARGES**

1. Should a citizen or parent believe that his/her allegations of complaint are sufficiently serious to warrant a meeting, the District administration shall telephone the complainant and attempt to schedule a meeting during the unit member's workday, so as to allow the unit member to meet with the citizen or parent in an effort to resolve the matter. A unit member shall have the right to representation at such a meeting.
2. If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall have his/her complaint put into writing, and the original shall be submitted to the unit member with a copy to the unit member's immediate supervisor. The unit member shall initial and date the written complaint and may prepare a written response. If no written complaint is received, the matter shall be dropped.
3. The written complaint and the attached response shall be placed in the unit member's personnel file unless the complaint is shown to be false.

## **Article 15**

### **SALARY**

*Effective July 1, 2018, increase the Certificated Salary Schedule, i.e., Exhibit A, by 3.5%*

1. Teachers shall be given credit on a year-for-year basis at the time of initial placement on the Certificated Salary Schedule [attached hereto as Exhibit “A”] for previous teaching experience. Teaching experience in the public school system or an accredited private school shall count for salary schedule placement purposes including all experience in positions requiring certification qualifications. However, no more than five (5) years of credit for experience from outside the District will be granted: Thus maximum experience placement for a new hire will be on Step 6 of the schedule.
2. Teachers shall be placed on the appropriate class of the salary schedule in accordance with the degrees and advanced preparation they have completed.
3. For salary schedule advancement, units of credit must be in an area directly related to the classroom curriculum and must be upper division college or university units. The Superintendent/Principal must approve all units prior to beginning coursework. All units must be submitted by September 1<sup>st</sup> for payment.
4. Advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If a teacher is employed for at least seventy-five percent (75%) of the school year, he/she shall be given salary schedule advancement for the following year.
5. Anniversary Step – One increment increase every three (3) years beyond 15 years’ experience, i.e., 18, 21, 24, 27, 30. Steps end at 30 years as noted above.
6. The Extra Duty Pay Schedule is attached hereto as Exhibit “B.”

## Article 16

### EMPLOYEE BENEFITS

#### A. Health and Welfare

1. Effective as of October 1, 2018, the District will contribute a maximum of Twelve Thousand Twenty-Four Dollars and No Cents (\$12,024) (\$1,002.00 monthly) toward the provision of coverage for all bargaining unit members under the benefit programs provided through the Self Insured Schools of California (“SISC”). These programs will provide all unit members and their dependents with health, dental (including orthodontia) and vision insurance plans.
2. Effective as of July 1, 2016, the District will contribute a maximum of Eleven Thousand Five Hundred Ninety Two Dollars and No Cents (\$11,592.00) annually (\$966.00 monthly) toward the provision of coverage for all bargaining unit members under the benefit programs provided through the Self Insured Schools of California (“SISC”). Those programs will provide all unit members and their dependents with health, dental (including orthodontia) and vision insurance plans.
3. The District’s maximum annual contribution towards the cost of health and welfare benefits for full time teachers shall be for twelve months (i.e., July 1 through June 30). The health benefits of part time employees will be provided on the above basis on a prorated amount equal to the percentage of full-time that the individual is employed by the District provided that the part time employee is on a greater than fifty percent (50%) contract.
4. Bargaining unit members shall choose one plan from among the three PPO plans and the Bronze Plan provided through SISC as set forth on the Plan Election Form, Appendix G, p. 1.
5. The specific vision insurance provided shall be the Vision Service Program (“VSP”) as set forth on the Plan Election Form, Appendix G, p. 2.
6. The specific dental insurance provided shall be Delta Dental as set forth on the Plan Election Form, Appendix G, p. 3.
7. The District agrees to make an IRS Section 125 Cafeteria plan available so that in the event the cost of health and welfare insurance exceeds the District’s maximum contribution as set forth in paragraph 1 above, the unit member’s share of the cost to maintain health and welfare coverage can be deducted from his/her salary on a pre-tax basis.

B. Coverage During Leaves/After Termination

1. Unit members on approved unpaid leaves of absence from the District shall have the option of maintaining their insurance coverage by paying to the District, in advance, the monthly amount of their insurance coverage premiums for the period of such leaves.
2. Should a unit member's employment with the District terminate whether during the course of a school year or following the last day of the school year, but before the commencement of the next school year, his/her coverage under the above listed programs shall terminate effective at the end of the month in which the unit member's employment terminates.

C. Retired Employees

Consistent with any requirements or restrictions imposed by the SISC, any member of the bargaining unit who is sixty (60) years of age or older and who had retired from the District shall be entitled to continue his/her coverage at his/her own expense. In order to continue such coverage, the retired employee shall pay to the District, on a monthly basis, an amount equal to the required premium established by the carrier.

## **Article 17**

### **SAFETY**

1. Every unit member shall report unsafe working conditions to his/her supervisor on the appropriate form.
2. School personnel shall not be required to work under proven unsafe conditions or to perform tasks which endanger their health or safety.
3. If the existence of an unsafe condition as described in Paragraph 2 cannot be mutually agreed upon by the District and the unit member, determination shall be made by the appropriate agency.
4. When the District discovers that a student poses a threat to the security of a classroom as defined in California Education Codes 49079, 48909 and 48915.1, the District shall notify the teachers in contact with the student, within ten (10) working days.

## **Article 18**

### **SAVINGS CLAUSE**

If any provision of this contract or any application thereof to any employee or group of employees is held to be contrary to law to a court of competent jurisdiction, such provision or application will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect. Upon request, the parties will meet as soon as reasonably practical after any such holding for the purpose of renegotiating the provision(s) affected.

## **Article 19**

### **TERM**

1. This Agreement shall be effective as of July 1, 2018 and shall remain in full force and affect through June 30, 2021.
2. The District and Association agree to reopen negotiations for the 2019-20 school year on Article 15 Salary, Article 16 Health and Welfare, Article 8 Professional Work Day, Article 20 Dress Code, and 2 other articles each by initiating the sunshine process no later than February 2019.
3. The District and Association agree to reopen negotiations for the 2020-21 school year on Article 15 Salary, Article 16 Health and Welfare, Article 8 Professional Work Day, Article 20 Dress Code and 2 other articles each by initiating the sunshine process no later than February 2020.

## Article 20

### ***PILOT DRESS CODE***

*Subject to the conditions set forth below, the parties agree to add Article 20 establishing a “Dress Code Pilot” for a limited period beginning August 14, 2018 and continuing to the last student attendance day prior to winter break, i.e., December 21, 2018.*

- *Unless the parties agree to extend the effective date of the Dress Code Pilot as set forth in Article 20 through June 30, 2019, the Dress Code Pilot shall automatically expire as of December 21, 2018.*
- *If the Dress Code Pilot as set forth in Article 20 remains in effect through the 2018-19 school year, the parties may thereafter mutually agree to extend the Dress Code Pilot on annual basis by June 30, 2019 for the 2019-20 school year and by June 30, 2020 for the 2020-21 school year. If, at any time, the parties fail to agree on an annual extension, the Dress Code Pilot shall expire and Article 20 shall cease to be effective.*
- *If Article 20 on the Dress Code Pilot remains in effect for 2020-21, it shall expire as of June 30, 2021 subject to the parties’ successor contract negotiations.*

*Consistent with the foregoing, the District proposes that the following Dress Code Pilot as set forth below be in effect for the period between August 14 and December 21, 2018 only:*

1. All clothing shall be neat, clean and acceptable in repair and appearance. Dress will be within the bounds of decency, modesty, and good taste as appropriate for school.
2. Clothing shall be sufficient to appropriately conceal undergarments at all times. Articles of clothing, clothing styles or shoes, which present a hazard to the health or safety of the employee or are disruptive/distracting to the educational practices are not acceptable.
3. Haircuts, hairstyles, and make-up which features unusual or extreme colors to the extent they are disruptive to the educational process are not acceptable.
4. Dress may vary depending upon special activities.
5. Examples of Professional Dress:
  - a. Dresses or skirts; no more than 4” above the knee;
  - b. Slacks and pants, shorts that are no more than 4” above the knee, **and leggings, but only if worn with a dress that is no more than 4” above the knee;**
  - c. Tops-plain or decorative, sleeveless acceptable;
  - d. Sweaters, Blouses, Collared Shirts;
  - e. Jackets, blazers, vests;
  - f. Blue jeans that are hemmed, unfrayed and in good condition are acceptable as long as they are worn with one of the following: sweater/blouse/collared shirt/top.
  - g. Shoes: dress shoes, dress sandals (no beach type sandals), athletic shoes (in good condition, worn for specific, appropriate school activities only (i.e. PE, Study Trips, etc.).
  - h. Fridays: School Spirit Day: casual attire (including blue jeans as long as they are hemmed, unfrayed and in good condition) with spirit gear is acceptable

# EXHIBIT A

## ISLAND UNION SCHOOL DISTRICT CERTIFICATED SALARY SCHEDULE

Effective July 1, 2018

2018-2019 SCHOOL YEAR

185 Duty Days

	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>BA + 45</b>	<b>BA + 60</b>	<b>BA + 75</b>	
<b>STEP</b>	<b>CLASS I</b>	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>	<b>CLASS VI</b>	<b>STEP</b>
<b>1</b>	46,307	48,562	50,815	53,070	55,323	57,578	<b>1</b>
<b>2</b>	47,929	50,191	52,445	54,699	56,953	59,207	<b>2</b>
<b>3</b>	49,566	51,820	54,074	56,328	58,582	60,836	<b>3</b>
<b>4</b>	51,195	53,449	55,703	57,957	60,211	62,465	<b>4</b>
<b>5</b>	51,300	55,079	57,333	59,587	61,841	64,095	<b>5</b>
<b>6</b>	54,454	56,708	58,962	61,216	63,470	65,723	<b>6</b>
<b>7</b>	56,083	58,337	60,591	62,845	65,099	67,353	<b>7</b>
<b>8</b>	57,713	59,967	62,221	64,475	66,729	68,983	<b>8</b>
<b>9</b>	59,342	61,596	63,850	66,104	68,358	70,612	<b>9</b>
<b>10</b>	61,006	63,225	65,479	67,733	69,987	72,241	<b>10</b>
<b>11</b>	62,601	64,855	67,109	69,363	71,617	73,871	<b>11</b>
<b>12</b>	62,601	68,113	70,367	72,621	74,875	77,129	<b>12</b>
<b>13</b>	62,601	68,113	73,626	75,880	78,134	80,388	<b>13</b>
<b>14</b>	62,601	68,113	73,626	79,138	81,392	83,646	<b>14</b>
<b>15</b>	62,601	68,113	73,626	82,397	84,651	86,905	<b>15</b>
<b>18</b>	62,601	68,113	73,626	85,656	87,910	90,164	<b>18</b>
<b>21</b>	62,601	68,113	73,626	85,656	91,168	93,422	<b>21</b>
<b>24</b>	62,601	68,113	73,626	85,656	94,427	96,681	<b>24</b>
<b>27</b>	62,601	68,113	73,626	85,656	94,427	99,940	<b>27</b>
<b>30</b>	62,601	68,113	73,626	85,656	94,427	103,198	<b>30</b>

Maximum experience allowance for teacher new to District is 5.

Anniversary Step - One increment increase every three years beyond 15 years experience (i.e. 18, 21, 24, 27, 30). Steps end at 30 as noted.

Units of credit must be in area directly related to the classroom curriculum and must be upper division college or university units. The salary committee (TBD each year) and administrator must approve all units prior to beginning coursework. All units must be submitted by September 1st for payment.

Masters Degree stipend \$600.

Special Education stipend \$1,000.

The work year is 185 days - Beginning 2016-17.

The hourly rate is \$35.00 per hour for summer school and staff development beyond the contracted 185 work days.

Effective October 1, 2018, District paid Health and Welfare benefits cap \$1,002/month (\$12,024/year).

School Board of Trustees approved: September 26, 2018

## EXHIBIT B

### EXTRA DUTY PAY SCHEDULE EFFECTIVE 201\_-201\_

- A. The hourly rate is \$35.00 per hour for summer school and staff development beyond the contracted work days.
- B. Time spent in activities that receive an hourly stipend shall be at District request.
- C. Coaches Duties: Conducting practices [minimum: 2 times per week] and coaching games, as well as supervising, refereeing, and scorekeeping at games.

POSITION	STIPEND AMOUNT	PAYMENT TO BE RECEIVED
Teacher in Charge	\$750	
Peer Helper Leader	\$500	
Student Council Leader	\$500	
Substitute Caller	\$500	
Volleyball: A Girls	\$400	
Volleyball: B Girls	\$400	
Volleyball: C Girls	\$400	
Football: A Boys	\$400	
Football: B Boys	\$400	
Football: C Boys	\$400	
Basketball: A Girls	\$400	
Basketball: B Girls	\$400	
Basketball: C Girls	\$400	
Basketball: A Boys	\$400	
Basketball: B Boys	\$400	
Basketball: C Boys	\$400	
Track Head Coach	\$600	
Track Ass't Coach	\$500	

# APPENDIX A

## ISLAND UNION ELEMENTARY SCHOOL DISTRICT AND TEACHERS ASSOCIATION/CTA/NEA/

### GRIEVANCE FORM

Instructions: Teachers should use this form to file a written grievance as defined in Article 7 of the Collective Bargaining Agreement between the Island Union Elementary School District and the Island Union Elementary Teachers Association ("the Association"). This collective bargaining agreement is referred to herein as "the Agreement." Please see the Agreement for detailed information regarding the grievance procedure.

If space provided on this form is insufficient, include attachments and any documentation in support of your grievance. Make three copies of this form; retain one copy for your records, give the original to the Superintendent/Principal and send a copy to the Association.

Employee Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Work Location: \_\_\_\_\_ Superintendent/Principal: \_\_\_\_\_

Date(s) of Informal Meeting: \_\_\_\_\_

Outcome of Informal Meeting:

Statement of Grievance:

Circumstances involved (date(s), time, name(s), place(s), event(s), facts, etc.):

Identification of the Agreement provision(s) alleged to have been violated (Article and Section numbers):

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

#### Formal Level – Step One:

Meeting date: \_\_\_\_\_

Date Response Received: \_\_\_\_\_

#### Formal Level – Step Two:

Agreement to Mediate: Yes No  
Mediate: \_\_\_\_\_

Mediation Date: \_\_\_\_\_  
Grievance Resolved: Yes No

#### Formal Level – Step Three:

Grievance filed: Yes No

Date Grievance Filed: \_\_\_\_\_

**Island Union School District**

7799 21<sup>st</sup> Avenue  
Lemoore, California 93245  
Phone (559) 924-6424 – Fax (559) 924-0247

**STATEMENT OF INTENT**

**NAME:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Please select one of the following choices:

- I plan to return to my current teaching position at Island School for the 2016-17 school year and have no interest in changing grade levels.
- I plan to return to my current teaching position at Island School for the 2016-17 school year but in the event a vacancy occurs, I request a grade level change to:

1<sup>st</sup> choice: \_\_\_\_\_ 2<sup>nd</sup> choice: \_\_\_\_\_ 3<sup>rd</sup> choice: \_\_\_\_\_

- I plan to return to my current teaching position at Island School for the 2016-17 school year; however, in the event a grade level change is necessary, my preferences are as follows:

1st choice: \_\_\_\_\_ 2nd choice: \_\_\_\_\_ 3rd choice: \_\_\_\_\_

- I do not plan to return.

\*The Island School District reserves the right to make the final decision regarding any grade level change in order to best fulfill the needs of the student and the Island Union School District.

# APPENDIX C

## Island Union Elementary School District SUMMATIVE EVALUATION OF TEACHING PERFORMANCE

School:	Date:
Teacher:	Grade/Subject:
Dates of Conferences:	Dates of Observations:
Status of Teacher: <input type="checkbox"/> Tenured <input type="checkbox"/> Probationary II <input type="checkbox"/> Probationary I <input type="checkbox"/> Temporary	

1	<b>SATISFACTORY –</b> Meets Standards	2	<b>NEEDS IMPROVEMENT</b>	3	<b>UNSATISFACTORY –</b> Does Not Meet Standards
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<b>STANDARD 1 – ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>		1	2	3
1.1	using knowledge of students to engage them in learning			
1.2	connecting learning to students' prior knowledge, backgrounds, life experiences and interests			
1.3	connecting subject matter to meaningful, real-life contexts			
1.4	using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs			
1.5	promoting critical thinking through inquiry, problem solving, and reflection			
1.6	monitoring student learning and adjusting instruction while teaching			
<b>STANDARD 2 – CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>		1	2	3
2.1	promoting social development and responsibility within a caring community where each student is treated fairly and respectfully			
2.2	creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students			
2.3	establishing and maintaining learning environments that are physically, intellectually, and emotionally safe			
2.4	creating a rigorous learning environment with high expectations and appropriate support for all students			
2.5	developing, communicating, and maintaining high standards for individual and group behavior			
2.6	employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn			
2.7	using instructional time to optimize learning			
<b>STANDARD 3 – UNDERSTANDING &amp; ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>		1	2	3
3.1	demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks			
3.2	applying knowledge of student development and proficiencies to ensure student understanding of subject matter			
3.3	organizing curriculum to facilitate student understanding of the subject matter			
3.4	utilizing instructional strategies that are appropriate to the subject matter			
3.5	using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students			
3.6	addressing the needs of English learners and students with special needs to provide equitable access to the content			
<b>STANDARD 4 – PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>		1	2	3
4.1	using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction			
4.2	establishing and articulating goals for student learning			
4.3	developing and sequencing long-term and short-term instructional plans to support student learning			
4.4	planning instruction that incorporates appropriate strategies to meet the learning needs of all students			
4.5	adapting instructional plans and curricular materials to meet the assessed learning needs of all students			
<b>STANDARD 5 – ASSESSING STUDENTS FOR LEARNING</b>		1	2	3
5.1	applying knowledge of the purposes, characteristics, and uses of different types of assessments			
5.2	collecting and analyzing assessment data from a variety of sources to inform instruction			
5.3	reviewing data, both individually and with colleagues, to monitor student learning			
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction			
5.5	involving all students in self-assessment, goal setting, and monitoring progress			
5.6	using available technologies to assist in assessment, analysis, and communication of student learning			
5.7	using assessment information to share timely and comprehensible feedback with students and their families			
<b>STANDARD 6 – DEVELOPING AS A PROFESSIONAL EDUCATOR</b>		1	2	3
6.1	reflecting on teaching practice in support of student learning			
6.2	establishing professional goals and engaging in continuous and purposeful professional growth and development			
6.3	collaborating with colleagues and the broader professional community to support teacher and student learning			
6.4	working with families to support student learning			
6.5	engaging local communities in support of the instructional program			
6.6	managing professional responsibilities to maintain motivation and commitment to all students			
6.7	demonstrating professional responsibility, integrity, and ethical conduct			

Evaluatee Signature

Date

Evaluator Signature

Date

Island Union Elementary School District  
**EVALUATION OF TEACHING PERFORMANCE**  
**SUMMARY EVALUATION – Page 2**

**NARRATIVE SUMMARY EVALUATION**

1. Describe teacher's strengths.
  
  
  
  
  
  
  
  
  
  
2. Suggestions for enhancement of student learning.
  
  
  
  
  
  
  
  
  
  
3. Improvement Plan (for areas marked "Needs Improvement" or "Unsatisfactory"). Specific directives will be given.

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\*Evaluatee Signature

Date

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Evaluator Signature

Date

\*A signature indicates knowledge of, not necessarily agreement with the evaluation.

This document will be placed in your personnel file. You have five working days from the receipt of this document to make any signed written comments you wish, which will be attached to the document and placed in your primary personnel file.

# APPENDIX D

## Island Union Elementary School District PRE-OBSERVATION CONFERENCE FORM

School: Island	Date:
Teacher:	Time/Period:
Evaluator: Charlotte Hines	Grade/Subject:

Please answer these questions and bring the completed form to your pre-observation conference.

**PRE-CONFERENCE QUESTIONS:**

1. What will you be teaching in this lesson?
  
2. What do you expect your students to learn by the end of this lesson?
  
3. What activities will you and your students be doing?
  
4. How will you know if your lesson is successful?
  
5. Is there a specific area/California Standard For the Teaching Profession (see below) on which you would like me (the principal) to focus during the observation?

6. Comments:  
 Evaluator \_\_\_\_\_ Teacher \_\_\_\_\_ Date \_\_\_\_\_

**CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION**

<p><i>Engaging and Supporting All Students in Learning</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> using knowledge of students to engage them in learning</li> <li><input type="checkbox"/> connecting learning to students' prior knowledge, backgrounds, life experiences and interests</li> <li><input type="checkbox"/> connecting subject matter to meaningful, real-life contexts</li> <li><input type="checkbox"/> using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</li> <li><input type="checkbox"/> promoting critical thinking through inquiry, problem solving, and reflection</li> <li><input type="checkbox"/> monitoring student learning and adjusting instruction while teaching</li> </ul>	<p><i>Planning Instruction and Designing Learning Experiences for All Students</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</li> <li><input type="checkbox"/> establishing and articulating goals for student learning</li> <li><input type="checkbox"/> developing and sequencing long-term and short-term instructional plans to support student learning</li> <li><input type="checkbox"/> planning instruction that incorporates appropriate strategies to meet the learning needs of all students</li> <li><input type="checkbox"/> adapting instructional plans and curricular materials to meet the assessed learning needs of all students</li> </ul>
<p><i>Creating and Maintaining Effective Environments for Student Learning</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</li> <li><input type="checkbox"/> creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</li> <li><input type="checkbox"/> establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</li> <li><input type="checkbox"/> creating a rigorous learning environment with high expectations and appropriate support for all students</li> <li><input type="checkbox"/> developing, communicating, and maintaining high standards for individual and group behavior</li> <li><input type="checkbox"/> employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</li> <li><input type="checkbox"/> using instructional time to optimize learning</li> </ul>	<p><i>Assessing Students for Learning</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> applying knowledge of the purposes, characteristics, and uses of different types of assessments</li> <li><input type="checkbox"/> collecting and analyzing assessment data from a variety of sources to inform instruction</li> <li><input type="checkbox"/> reviewing data, both individually and with colleagues, to monitor student learning</li> <li><input type="checkbox"/> using assessment data to establish learning goals and to plan, differentiate, and modify instruction</li> <li><input type="checkbox"/> involving all students in self-assessment, goal setting, and monitoring progress</li> <li><input type="checkbox"/> using available technologies to assist in assessment, analysis, and communication of student learning</li> <li><input type="checkbox"/> using assessment information to share timely and comprehensible feedback with students and their families</li> </ul>
<p><i>Understanding &amp; Organizing Subject Matter for Student Learning</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</li> <li><input type="checkbox"/> applying knowledge of student development and proficiencies to ensure student understanding of subject matter</li> <li><input type="checkbox"/> organizing curriculum to facilitate student understanding of the subject matter</li> <li><input type="checkbox"/> utilizing instructional strategies that are appropriate to the subject matter</li> <li><input type="checkbox"/> using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</li> <li><input type="checkbox"/> addressing the needs of English learners and students with special needs to provide equitable access to the content</li> </ul>	<p><i>Developing as a Professional Educator</i></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> reflecting on teaching practice in support of student learning</li> <li><input type="checkbox"/> establishing professional goals and engaging in continuous and purposeful professional growth and development</li> <li><input type="checkbox"/> collaborating with colleagues and the broader professional community to support teacher and student learning</li> <li><input type="checkbox"/> working with families to support student learning</li> <li><input type="checkbox"/> engaging local communities in support of the instructional program</li> <li><input type="checkbox"/> managing professional responsibilities to maintain motivation and commitment to all students</li> <li><input type="checkbox"/> demonstrating professional responsibility, integrity, and ethical conduct</li> </ul>

# APPENDIX E

## Island Union Elementary School District FORMAL CLASSROOM OBSERVATION FORM

School: Island	Date:
Teacher:	Time/Period:
Evaluator:	Grade/Subject:

### EVIDENCE OF CA STANDARDS FOR THE TEACHING PROFESSION (during observation)

Evaluator \_\_\_\_\_ Teacher \_\_\_\_\_ Date \_\_\_\_\_

#### CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

<p><u>Engaging and Supporting All Students in Learning</u></p> <ul style="list-style-type: none"> <li>__using knowledge of students to engage them in learning</li> <li>__connecting learning to students' prior knowledge, backgrounds, life experiences and interests</li> <li>__connecting subject matter to meaningful, real-life contexts</li> <li>__using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</li> <li>__promoting critical thinking through inquiry, problem solving, and reflection</li> <li>__monitoring student learning and adjusting instruction while teaching</li> </ul>	<p><u>Planning Instruction and Designing Learning Experiences for All Students</u></p> <ul style="list-style-type: none"> <li>__using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</li> <li>__establishing and articulating goals for student learning</li> <li>__developing and sequencing long-term and short-term instructional plans to support student learning</li> <li>__planning instruction that incorporates appropriate strategies to meet the learning needs of all students</li> <li>__adapting instructional plans and curricular materials to meet the assessed learning needs of all students</li> </ul>
<p><u>Creating and Maintaining Effective Environments for Student Learning</u></p> <ul style="list-style-type: none"> <li>__promoting social development and responsibility within a caring community where each student is treated fairly and respectfully</li> <li>__creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students</li> <li>__establishing and maintaining learning environments that are physically, intellectually, and emotionally safe</li> <li>__creating a rigorous learning environment with high expectations and appropriate support for all students</li> <li>__developing, communicating, and maintaining high standards for individual and group behavior</li> <li>__employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn</li> <li>__using instructional time to optimize learning</li> </ul>	<p><u>Assessing Students for Learning</u></p> <ul style="list-style-type: none"> <li>__applying knowledge of the purposes, characteristics, and uses of different types of assessments</li> <li>__collecting and analyzing assessment data from a variety of sources to inform instruction</li> <li>__reviewing data, both individually and with colleagues, to monitor student learning</li> <li>__using assessment data to establish learning goals and to plan, differentiate, and modify instruction</li> <li>__involving all students in self-assessment, goal setting, and monitoring progress</li> <li>__using available technologies to assist in assessment, analysis, and communication of student learning</li> <li>__using assessment information to share timely and comprehensible feedback with students and their families</li> </ul>
<p><u>Understanding &amp; Organizing Subject Matter for Student Learning</u></p> <ul style="list-style-type: none"> <li>__demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks</li> <li>__applying knowledge of student development and proficiencies to ensure student understanding of subject matter</li> <li>__organizing curriculum to facilitate student understanding of the subject matter</li> <li>__utilizing instructional strategies that are appropriate to the subject matter</li> <li>__using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students</li> <li>__addressing the needs of English learners and students with special needs to provide equitable access to the content</li> </ul>	<p><u>Developing as a Professional Educator</u></p> <ul style="list-style-type: none"> <li>__reflecting on teaching practice in support of student learning</li> <li>__establishing professional goals and engaging in continuous and purposeful professional growth and development</li> <li>__collaborating with colleagues and the broader professional community to support teacher and student learning</li> <li>__working with families to support student learning</li> <li>__engaging local communities in support of the instructional program</li> <li>__managing professional responsibilities to maintain motivation and commitment to all students</li> <li>__demonstrating professional responsibility, integrity, and ethical conduct</li> </ul>

Island Union Elementary School District  
**POST-OBSERVATION CONFERENCE FORM**

School: Island Elementary	Date:
Teacher:	Time/Period:
Evaluator: Charlotte Hines	Grade/Subject:

**POST-OBSERVATION CONFERENCE QUESTIONS:**

1. What worked?
  
2. Lesson Focus – Challenges – Concerns
  
3. Teacher's Next Steps:
  
4. Administrator's Next Steps:

Evaluator \_\_\_\_\_ Teacher \_\_\_\_\_ Date \_\_\_\_\_

**CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION**

<p><u>Engaging and Supporting All Students in Learning</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> using knowledge of students to engage them in learning</li> <li><input type="checkbox"/> connecting learning to students' prior knowledge, backgrounds, life experiences and interests</li> <li><input type="checkbox"/> connecting subject matter to meaningful, real-life contexts</li> <li><input type="checkbox"/> using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs</li> <li><input type="checkbox"/> promoting critical thinking through inquiry, problem solving, and reflection</li> <li><input type="checkbox"/> monitoring student learning and adjusting instruction while teaching</li> </ul>	<p><u>Planning Instruction and Designing Learning Experiences for All Students</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</li> <li><input type="checkbox"/> establishing and articulating goals for student learning</li> <li><input type="checkbox"/> developing and sequencing long-term and short-term instructional plans to support student learning</li> <li><input type="checkbox"/> planning instruction that incorporates appropriate strategies to meet the learning needs of all students</li> <li><input type="checkbox"/> adapting instructional plans and curricular materials to meet the assessed learning needs of all students</li> </ul>
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