

Revised June 16th, 2022

AGREEMENT
between the
PLAZA ELEMENTARY SCHOOL DISTRICT
and the
PLAZA TEACHERS ASSOCIATION

2022-23

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ARTICLE 1: AGREEMENT

1.1 Bilateral Agreement

The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Governing Board of the Plaza Elementary School District (District) and the Plaza Teachers Association/CTA/NEA (Association), an employee organization.

1.2 Term

This Agreement shall remain in full force and effect from date of ratification by both parties through and including June 30, 2022

1.3 Reopeners

1.3.1 **REOPENERS**

2023-24 REOPENERS

- Article 18, Health and Welfare Benefits for active employees **if there is a rate increase.**

Except as delineated above, the Parties agree to maintain the current language in the 2022-23 Agreement.

2024-25 REOPENERS

- Article 18, Health and Welfare Benefits for active employees **if there is a rate increase.**

· APPENDIX A-1 Certificated Salary Schedule **if state approved COLA is 3% or more.**

Except as delineated above, the Parties agree to maintain the current language in the 2022-23 Agreement.

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ARTICLE 2: RECOGNITION

The District recognizes, for the purposes of meeting and negotiating, the Association as the exclusive representative of the following: all certificated employees excluding all substitute teachers and management, supervisory, confidential and classified employees.

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ARTICLE 3: DEFINITIONS

3.1 Unit Member

Any employee who is included in the bargaining unit as defined in Article 2.

3.2 Administrator

The term "Administrator," as used throughout this Agreement, shall be the Superintendent/Principal or his/her designee.

3.3 Work Day

A day on which unit members are subject to active duty assignments.

3.4 School Day

A day on which students are in attendance or for which ADA is claimed.

ARTICLE 4: NEGOTIATIONS PROCEDURE

- 4.1 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.2 Negotiations shall take place at mutually agreeable times and places. With mutual agreement, meetings may occur during student contact time.
- 4.3 The Association shall designate no more than two (2) unit members for purposes of negotiations with District.
- 4.4 All agreements reached between the parties shall be reduced to writing and signed by them.
- 4.5 Within thirty (30) days of ratification of the Agreement by both parties, the District shall provide each unit member with a copy.

ARTICLE 5: NON-DISCRIMINATION

- 5.1 This Agreement shall be applied by both the Association and the District equally to all unit members.
- 5.2 Application forms and oral interview procedures shall not refer to membership in, or preferences for, employee organizations.
- 5.3 Neither the District nor the Association shall unlawfully discriminate against any unit member on the basis of race, color, creed, age, gender, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in an employee organization or participation in the activities of an employee organization.

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ARTICLE 6: SAVINGS CLAUSE

- 6.1 If any provision (or the application of any provision of this Agreement) is held to be contrary to law by a court of competent jurisdiction, such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect unless the provision deemed invalid shall frustrate the underlying process.

- 6.2 Within ten (10) days of notice of an applicable court decision, either party may advise the other of their desire to commence negotiations regarding matters related to such provision.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 Definitions

7.1.1 A "grievance" is a formal written allegation that there has been a violation, misinterpretation or misapplication of one or more specific provisions of this Agreement.

7.1.2 A "grievant" is:

7.1.2.1 A unit member;

7.1.2.2 A group of unit members; or

7.1.2.3 The Association.

7.1.3 A "party of interest" is the District, the grievant or the designated representative.

7.2 Procedures

7.2.1 Problem Solving Level

Within fifteen (15) work days after the unit member knew or should have known of the act or omission upon which the problem is based, the aggrieved person or persons will discuss the problem with the Administrator, with the objective of resolving the matter informally.

7.2.2 Level One

If a satisfactory solution is not achieved at the informal level within ten (10) work days after the problem solving conference, the grievant must present the grievance in writing on the District Certificated Grievance Form (see Appendix C-1) to the Administrator.

This statement shall be a clear, concise account of the circumstances giving rise to the grievance, the circumstances and people involved, citation of the specific article, section and paragraph (et cetera) of this Agreement that is alleged to have been violated, a brief summary of how it has been violated, the decision rendered at the

problem-solving level, and the specific remedy sought.

The Administrator shall communicate his/her decision, in writing, to the employee within ten (10) work days after receipt of the grievance.

Within the above time limits, either party may request, and shall be granted, a conference.

7.2.3 Level Two

If the grievant is not satisfied with the decision at Level One, this person may appeal the decision on the District Certificated Grievance Form (see Appendix C-2) to the Governing Board within five (5) work days. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reason(s) for the appeal.

The Governing Board shall, within thirty (30) work days after receipt of the appeal (or at the next regularly scheduled meeting if none within thirty (30) days, convene a closed session to permit the grievant and the administration to present the facts to the Board for resolution.

7.2.4 The Board shall communicate its decision within forty-five (45) work days after receipt of the Level Two grievance. The decision of the Board shall be the final decision of the District. Parties of interest will be given ten (10) days' notice of the date, time and place of any Board hearing.

7.3 Time Limits

7.3.1 Timelines as stated in the grievance procedure are maximums. Every effort should be made to expedite a grievance as quickly as is feasible.

7.3.2 Time limits at each level shall begin on the day following receipt of the grievance, grievance appeal or written decision.

7.3.3 The time limits may be extended by mutual agreement.

7.3.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

7.4 No Reprisals

No reprisals of any kind shall be taken by the District or the Association against any grievant, any member of the Association or any member of the bargaining unit solely because of his/her participation or non-participation in the grievance procedure.

7.5 Miscellaneous

7.5.1 A grievant is entitled to self-representation at all stages of the grievance procedure or (at his/her option) by any representative. If the grievant is not represented by the Association or its representative(s), the Association shall still have the right to be present and to state its views at all stages of the grievance procedure.

Should a grievant choose self-representation, no final solution of a grievance shall be made by the District until the Association has received a copy of the grievance, any proposed solution--and has been provided an opportunity to file a written response. The Association must exercise its response privilege within ten (10) work days of its receipt of the grievance and a proposed solution.

7.5.2 Nothing in this Article shall be construed as preventing any party to a grievance from seeking the advice and counsel of a representative of his/her choice.

7.5.3 All communications required to be in writing shall be delivered personally with acknowledgment via signed receipt notice or shall be served by U.S. certified mail.

7.5.4 Unit members required to be absent from their duties when directly involved in a grievance hearing as an Association representative or witness shall not suffer any loss of pay.

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7.5.5

A separate grievance file for each grievance shall be maintained at the District Office. During processing of the grievance, materials relating to the grievance shall be maintained in this file rather than the employee's personnel file.

ARTICLE 8: ORGANIZATIONAL SECURITY

8.1 Dues Deduction

8.1.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association dues, upon written notification from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.

8.1.2 Pursuant to initial authorization by the unit member, the District shall deduct one-eleventh (1/11) of the Association dues from his/her regular salary check each month. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.

8.1.3 With respect to all sums deducted for membership dues, the District agrees to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

8.1.4 The parties acknowledge that the Glenn County Office of Education provides all such services on behalf of the District. Accordingly, all such procedures must conform to County Office policies.

8.2 Maintenance of Membership

8.2.1 The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective, or who enrolls during the term of the Agreement, shall maintain such membership from year to year unless revoked in writing during the thirty (30) calendar days immediately following expiration of this Agreement (see Article 1).

8.3 Indemnification and Hold Harmless

8.3.1 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in

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defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association agrees that payments under this provision shall be made on a semi-annual basis.

8.3.2 The Association agrees to indemnify and hold the District harmless from any award or judgment which may result from a court action or administrative action referenced in 8.3.1 above.

8.3.3 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph 8.3.1 or 8.3.2 shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 9: ASSOCIATION RIGHTS

9.1 Mail Facilities

The Association shall have the right to use unit member mailboxes for communications to unit members regarding matters related to wages, hours and other terms and conditions of employment. Such use shall be subject to reasonable rules and regulations.

9.2 Bulletin Boards

The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board which shall be located in the staff room.

9.3 Use of Buildings and Equipment

The Association and its members shall have the right to make use of school equipment, buildings and facilities with prior approval from the Administrator at times which do not interfere with the educational program of the District. Reasonable fees may be levied for use of consumable materials.

9.4 Access to Information

The District agrees to furnish to the Association, within five (5) work days of any request, any existing report or other document concerning the financial resources and professional staffing of the District. Upon request, the District shall also provide any similar reports or documents which provide any information the Association deems necessary to fulfill its role as exclusive representative. Nothing included in this provision shall require the disclosure of an otherwise confidential document.

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ARTICLE 10: DISTRICT RIGHTS

- 10.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law.

- 10.2 Exercise of the inherent power, right, authority, duty and responsibility by the District, including 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 that such specific and express terms are in conformance with the law.

ARTICLE 11: ASSIGNMENT AND REASSIGNMENT

11.1 Definitions

11.1.1 Assignment

Assignment is the initial placement of an employee in a bargaining unit position. Such placement is at the sole discretion of the District.

11.1.2 Reassignment

A reassignment is a change of assignment of a unit member from one (1) subject area to another subject area, or from one (1) grade level to another grade level, or to a special assignment.

11.1.3 Voluntary

A voluntary reassignment is one which was requested, or voluntarily accepted, by the unit member.

11.1.4 Involuntary

An involuntary reassignment is one imposed on the unit member by the District.

11.2 Reassignment

11.2.1 The Administrator is responsible for the reassignment of all unit members.

11.2.2 In determining reassignment of unit members, the Administrator will give consideration to the following criteria in order of priority listed:

11.2.2.1 Program needs of the District.

11.2.2.2 Experience and training of unit members available for reassignment.

11.2.2.3 Volunteers.

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11.2.2.4 Seniority.

11.2.3 Upon written request, reasons for reassignment shall be provided in writing to the reassigned unit member.

11.2.4 To the extent feasible, unit member(s) being reassigned at the end of a school year shall be notified of a new assignment prior to closing date of school.

11.3 Mid-Year Reassignments

11.3.1 Unit members who are reassigned, voluntarily or involuntarily, during the school year, shall be allowed three (3) days of released time for preparation prior to the effective date of the reassignment.

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ARTICLE 12: REDUCTION IN FORCE

Layoffs of bargaining unit members shall be effected in accordance with the Education Code.

ARTICLE 13: EVALUATION

13.1 Frequency

Every unit member shall be evaluated by the District, in writing:

13.1.1 A unit member who has taught in the District for less than two (2) complete school years shall be evaluated at least once each school year.

13.1.2 A unit member who has taught in the District for more than two (2) complete school years shall be evaluated at least once every other year.

13.1.3 A unit member who has taught in the District for at least ten (10) complete school years shall be evaluated at least once every five (5) years if all of the following conditions are met:

13.1.3.1 The employee meets the qualifications of a highly qualified teacher as defined in 20 USC 7801 of the federal No Child Left Behind Act, if 20 USC 6319 requires that his/her position be filled by a highly qualified teacher.

13.1.3.2 The employee's previous evaluation rated him/her as meeting or exceeding the standards.

13.1.4 A unit member who has received an unsatisfactory evaluation shall be evaluated annually until he/she receives a satisfactory evaluation or is separated from the district.

13.2 Pre-Evaluation Meetings

13.2.1 The Administrator shall hold at least one (1) meeting with affected employees to acquaint them with the District's evaluation standards and procedures.

13.2.2 The Administrator and each employee to be evaluated shall meet, on or before November 1, to establish goals and

objectives for the school year.

- 13.2.3 District evaluation and assessment guidelines/criteria are set forth in Appendix "D."1-3.

13.3 Observations and Visitations

- 13.3.1 Each Formal Evaluation shall include conclusions based on not less than one (1) Formal Observation of classroom teaching performance.

- 13.3.1.1 The first Formal Observation shall be announced as to the week of observation, but shall be unannounced as to the exact day or time.

- 13.3.1.2 Subsequent observations may be announced or unannounced.

- 13.3.2 If a unit member receives an evaluation of Needs Improvement - No Progress Evident (NP), the next Formal Evaluation will be based on no less than three (3) Formal Observations. See 13.3.1.1 and 13.3.1.2 above.

- 13.3.3 Each Formal Observation shall result in a post-observation conference. Within five (5) work days of an observation, the Administrator shall conference with the employee and provide a signed and dated Formal Observation Report.

- 13.3.4 If one (1) or more of the Formal Observation Reports are negative, the employee may request that one (1) additional observation be conducted.

13.4 The Formal Evaluation

- 13.4.1 The Formal Evaluation shall be prepared by the Administrator.

- 13.4.2 The Administrator shall present the unit member with his/her Formal Evaluation at a conference scheduled specifically for that purpose.

- 13.4.2.1 The conference shall be held no later than thirty (30) days prior to the last teacher work day.
- 13.4.2.2 The unit member shall sign the written evaluation to signify his/her receipt and notice of the opportunity to attach a written response in accordance with Education Code section 44031. The unit member shall receive a copy of the written evaluation. The original, with any written response that has been submitted within fifteen (15) calendar days, shall be placed in the unit member's personnel file.
- 13.4.3 If the District evaluates a unit member as "Needs Improvement - No Progress Evident," in any evaluation criteria the District shall attach the following to the Evaluation Form (Appendix D-2):
 - 13.4.3.1 A list of duties performed in an unsatisfactory manner below District standards.
 - 13.4.3.2 Suggested resources or techniques for the unit member's consideration in remediating his/her performance.
 - 13.4.3.3 A time period for demonstrating improvement.
 - 13.4.3.4 Identification of criteria to be used in determining whether the unit member has, or has not, remediated his/her performance.
- 13.4.4 If, at the end of the time period for demonstrating improvement, the District concludes that the unit member's performance is unsatisfactory, another Formal Evaluation shall be prepared. A copy shall be presented to the employee, and the District shall take whatever additional action(s) it deems appropriate.
- 13.4.5 The evaluation is not subject to the grievance procedure as to content: a grievance may, however, be filed if the

procedures set forth in this Agreement were not followed during the evaluation process.

ARTICLE 14: SALARIES

14.1 Salary Schedule

Each person in the bargaining unit shall be compensated in accordance with his/her placement on the Certificated Salary Schedule which is attached and incorporated by reference as Appendix A.

14.2 Salary Schedule Implementation

14.2.1 The annual salaries set forth in this Agreement shall be paid ***eleven (11)*** installments. Monthly salaries are payable in accordance with Glenn County Office of Education procedures with appropriate deductions.

14.2.1.1 Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, and include Federal and State Income Tax and State Teachers Retirement System.

14.2.1.2 Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings. Optional deductions must be initialed in writing by the unit member. Such authorizations shall remain in effect continuously until the District receives from the unit member a written notice withdrawing the authorization for a particular deduction.

14.2.2 Credit for service outside the District, up to five (5) years, shall be allowed on the salary schedule at the rate of one (1) step for each one (1) year of prior service.

14.2.3 All unit members shall advance one (1) vertical step on the salary schedule for each year of service from year one (1) through year sixteen (16), and for every two (2) years of service from year sixteen (16) through year thirty-two (32), unless he/she received a formal written evaluation of

Unsatisfactory, except those whose placement is at the maximum step for their class. To qualify as a year of service, the employee shall have rendered service to the District on not less than seventy-five percent (75%) of the work days of the school year.

14.2.4 All college units taken for salary schedule credit, after initial employment, shall meet one (1) of the following criteria:

14.2.4.1 Coursework directly related to the unit member's present or foreseeable future teaching assignment in this District.

14.2.4.2 Course work that clearly increases the unit member's value to the District.

14.2.5 All units for placement/movement on the salary schedule shall be from an accredited college or university and are in semester hours. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).

14.2.6 Fifteen (15) hours of professional growth activity shall equal one (1) college unit.

14.2.7 Unit members who expect to advance from one (1) column to another on the salary schedule in the coming year shall give written notice to the District not later than May 1 of the preceding year.

14.2.7.1 Supporting records or transcripts verifying successful completion shall be submitted to the District by the first teacher work day of the year for which the unit member is to move.

14.2.7.2 Temporary verification, which indicates satisfactory completion of the course(s), shall be sufficient evidence to meet the 19.2.6.1 requirement. The unit member shall, however, provide the official transcript

or affidavit document to the District as soon as it becomes available.

ARTICLE 15: WORK DAY and WORK YEAR

15.1 Professional Workday

A school is comprised of a team of certificated professionals working toward the educational excellence of all students who attend the school. The Administrator, with the input of the bargaining unit members assigned to the school, determines the needs of the school. The Administrator shall determine the schedule and make necessary assignments of schedules and supervision duties which will ensure the safety of students attending the school. Bargaining unit members shall devote as much time as is necessary to fulfill professional duties to facilitate the educational program. Duties shall be assigned on an equitable basis.

Note: Unless the task requires it, the employee is not required to perform the work on campus.

15.2 Student Contact Time

15.2.1 Except for a duty-free lunch, each unit member shall be available to meet with students for that period of time which is thirty (30) minutes before his/her first class begins and for thirty (30) minutes after his/her last class ends.

15.2.2 Kindergarten teachers may be directed to assist in the primary grades when not teaching his/her assigned class.

15.3 Faculty Meetings

Typically, faculty meetings are scheduled once each month from 3:00pm until no later than 4:00pm. Staff may suggest topics for inclusion on the agenda.

15.4 Work Load/Adjunct Duties

15.4.1 All adjunct duties within the workday, which do not require full faculty participation, shall be equitably distributed among unit members.

15.4.2 All unit members shall participate in: Back-to-school night, Christmas Program, parent/Teacher Conferencing, **Open House**, Graduation, IEP meetings, and **one other school community event**.

15.4.3 Field trips which are not co-curricular, and which extend beyond the student contact day, shall be voluntary.

15.4.4 Unit members shall not be required to work on weekends unless further bargained.

15.5 Environmental Camp

Unit members who work at the sixth (6th) and seventh (7th) grade environmental camp shall receive a stipend of Five Hundred Dollars (\$500). In addition to the stipend one unit member who works at the sixth (6th) and seventh (7th) grade environmental camp will be reimbursed for any mileage expenses at the current IRS rate. District mileage forms will be used for this reimbursement.

15.6 Athletic Coordinator/Coach

15.6.1 A stipend of Five Hundred Dollars (\$500) will be paid if a unit member serves as the Athletic Coordinator of the “small school’s league”.

15.6.2 A stipend of Two Hundred Fifty Dollars (\$250) will be paid, per sport, if a unit member serves as a coach for the District’s after school team. The member must coach both in-school and after school games within a specific season in order to receive the stipend. Stipends will be paid the month after the season ends for that sport.

15.6.3 The after school coaches will be reimbursed for mileage between the school and athletic event.

15.7 In-service Training

15.7.1 In-service education meetings required of unit members shall typically occur during the normal workday.

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15.7.2 Costs associated with District-required participation in an in-service training program shall be borne by the District.

15.8 Work Year

15.8.1 Unit members shall provide instruction for one hundred eighty (180) days per year.

15.8.2 In addition, there shall be four (4) additional teacher workdays, three (3) of which occur the three days before the first student day and one (1) the District will use for Staff Development. The content and placement of the one (1) day for Staff Development shall be scheduled by the District after consultation with the Association.

15.8.3 The District may continue to schedule these days, or any portion of them, for so long as it pays to each bargaining unit member the *higher* of his/her daily rate of pay or Two Hundred Dollars (\$200) for each full day that the unit member actually attends. In no case, however, shall the amount paid to an employee exceed ninety percent (90%) of the amount the District receives from the State for a day of staff development.

Note: the parties acknowledge that the scheduling of these days is dependent upon continued state funding.

15.9 Lunch Period

Each unit member shall be provided a duty-free lunch of not less than thirty (30) minutes.

ARTICLE 16: SAFETY

- 16.1 Safe Working Conditions
 - 16.1.1 A unit member shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
 - 16.1.2 A unit member shall promptly report unsafe working conditions to the District. Within three (3) work days, the District shall respond to the unit member who made the report. The response shall contain the course of action and timeline the administration shall follow to rectify the situation. If requested by the unit member, the District shall confirm the response in writing.
- 16.2 Student Discipline
 - 16.2.1 A unit member may suspend a student from his/her class for good cause for two (2) days (the day of suspension and the day following). The unit member shall send the student to the Administrator for appropriate action.
 - 16.2.2 A written description of the rights and duties of unit members with respect to student discipline shall be presented to each unit member, in writing, on the first day of each school year.
 - 16.2.3 Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, protect property, or protect the health and safety of pupils.
- 16.3 Should any students requiring specialized health care enroll in Plaza Elementary School District, excluding county programs, the District will meet and negotiate the impact of such enrollment.

ARTICLE 17: LEAVES

17.1 General Provisions

17.1.1 All leaves of absence, except those that are mandated by statute or this Agreement, are granted at the discretion of the Board.

17.1.2 The District and members of the Board of Trustees are freed of any liability for payment of compensation or damages provided by law for death or injury of a unit member if the death or injury occurs while the unit member is on a leave of absence granted by the Board.

17.1.3 Unless otherwise specified, leaves are granted for a maximum of one (1) year at a time. Beginning and ending dates for leaves of less than one (1) year, other than medical leaves, shall typically coincide with the end of a semester. A unit member may make a written request that the Board extend a previously granted leave.

17.1.4 Except for military leave, and leave for other teaching as specified in the Education Code, salary schedule experience increments shall not be earned or given for time spent on a leave of absence.

17.1.5 Unpaid Leaves

17.1.5.1 Except as specified in this Agreement or required by statute, all leaves are ***unpaid*** (i.e., without salary or benefits).

17.1.5.2 With the approval of health and welfare insurance carriers, and STRS as appropriate, a unit member on an approved leave of absence without pay may continue such benefits by employee contribution. Such payment shall be in advance and may be arranged through the District.

17.1.5.3 A unit member who begins an unpaid leave of absence during a month shall receive District-paid health and welfare benefits for

the balance of that pay period. Thereafter, subject to rules of the insurance providers, the unit member may continue such benefits at his/her own expense.

17.1.6 Paid Leaves

A unit member on a *paid* leave of absence shall continue to receive wages and health and welfare benefits and in the same amounts as if they were not on leave.

17.1.7 Return From Leave

A unit member returning from any type of leave shall be subject to reassignment in the same manner as if he/she had not gone on leave.

17.2 Leaves of Absence for Illness or Injury

17.2.1 Unit members regularly employed for a full school year (on a five (5) day per week basis) shall receive ten (10) days of leave for illness or injury on the first day of July and on the first of each July thereafter.

17.2.2 This leave shall accumulate without limit as long as the individual is employed in the District. Days granted an employee assigned less than full time shall be in the proportion that the assignment bears to the assignment of a full-time teacher.

17.2.3 Any employee absent from duty because of personal illness or injury shall receive full compensation to the extent of his/her accumulated sick leave time.

17.2.4 If a unit member utilizes sick leave for five (5) or more consecutive days, the unit member may be asked to furnish a certificate verifying his/her illness or injury and his/her ability to return to service. This certificate shall be signed by a licensed physician.

17.2.5 There shall be no charge against a unit member's cumulative sick leave if, because of another's illness, s/he has been quarantined by city or county health officers. Under these circumstances, the unit member shall receive his/her salary in full.

17.2.6 A unit member who has transferred from another California school district may request the District Office to assist in transferring accumulated sick leave.

17.2.7 There are certain usage patterns which could indicate an inappropriate use of the sick leave provision.

17.2.7.1 When such a pattern exists, the Association shall be notified and the District will explore the cause and counsel the unit member, if appropriate.

17.2.7.2 After counseling the unit member, the District may require that the unit member provide a certificate which has been signed by a licensed medical practitioner for all future absences due to illness or injury which are similar to the identified pattern and may pursue other remedies set forth in the Education Code.

17.3 Difference Pay

17.3.1 If a unit member must be absent in excess of his/her accumulated sick leave, due to the unit member's illness or injury, he/she shall receive the difference in his/her daily rate and the compensation paid to his/her replacement (if no substitute was hired, the difference between his/her regular salary and the established daily rate of pay for a substitute).

17.3.2 In no case shall the unit member be deducted an amount in excess of his/her daily rate.

17.3.3 Entitlement to difference pay (Education Code section

44977) shall be for a total of one hundred (100) consecutive calendar days commencing with the first day of absence after exhaustion of all accrued sick leave.

17.3.4 Compensation for a unit member who has exhausted his/her entitlement to difference pay (see 17.3.3) shall be determined by the Board of Trustees upon recommendation of the Administrator.

17.4 Extended Leave of Absence for Health

17.4.1 Unit members may be granted a leave of absence without pay as an extended leave of absence for health. Absent extraordinary circumstances, the leave shall be for not less than one (1) grading period or more than one (1) year. Upon a showing of extraordinary circumstances, the employee may seek approval from the Governing Board for a different period of leave. This leave may be extended one (1) additional year in the case of serious health conditions.

17.4.2 Unit members on such a leave at the time that the notice of intention to return to service is filed with the District Office shall also submit a written statement from a licensed physician certifying the condition of the unit member's health and his/her ability to return to full-time service.

17.5 Industrial Accident and Illness Leave

17.5.1 Unit members are eligible for industrial accident or illness leave as required by Education Code section 44984. Allowable leave shall be for up to sixty (60) days.

17.5.2 Leaves shall be granted as required by Education Code section 44984 which, at the time of this Agreement, includes the following provisions:

17.5.2.1 Allowable leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

- 17.5.2.2 Allowable leave shall not be accumulated from year to year.
- 17.5.2.3 Industrial accident or illness leave shall commence on the first day of absence.
- 17.5.2.4 When a certificated employee is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
- The phrase "full salary," as utilized in this subdivision, shall be computed so that it shall not be less than the employee's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- 17.5.2.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 17.5.2.6 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.

Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 44977, 44978 and 44983, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

During any paid leave of absence, the employee may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.

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

17.6 Funeral Attendance Leave

17.6.1 A death in the immediate family of a unit member shall entitle the unit member to a leave of absence for the purpose of attending the funeral or other event designed to commemorate death (see 17.6.1.3 below).

- 17.6.1.1 The leave shall be for up to three (3) days, or five (5) days if out-of-state travel is required, to attend the funeral or other commemorative event.
- 17.6.1.2 No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from any other leave to which the employee is entitled.
- 17.6.1.3 The Administrator may approve attendance by an employee at an event commemorating the death of an individual (defined in 17.6.2) by a ceremony other than a funeral. Approval shall not be unreasonably denied.
- 17.6.2 Immediate family shall include the following: mother, step-mother, mother-in-law, father, step-father, father-in-law, husband, wife, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, grandparent, legal guardian, foster children, grandchild of the unit member or spouse, or any person living in the immediate household of the unit member.
- 17.6.3 At the employee's request, funeral leave may be extended under personal necessity leave provisions. (Education Code section 44981.)
- 17.6.4 Bargaining unit members may utilize accrued sick leave to attend a funeral upon the death of an individual (not defined in 17.6.2) who was significant in the employee's life.
- 17.7 Personal Necessity Leave
 - 17.7.1 A unit member may use up to ten (10) days of his/her accrued sick leave during each school year (July 1 through June 30) for reasons of personal necessity, five (5) of which will be allowed as no-tell days.
 - 17.7.2 The Administrator may require proof of personal necessity and shall specify the means by which such verification

shall be made.

17.7.2.1 Except for 17.7.4, all personal necessity leave must have the approval of the Superintendent.

17.7.2.2 The Administrator shall have final discretion as to whether a particular request constitutes personal necessity as set forth in this Agreement.

17.7.2.3 After any absence based on personal necessity, the employee shall verify the absence by submitting a completed and signed District absence form to the Administrator. If the absence does not constitute a personal necessity, the employee's next paycheck will be reduced by the employee's daily rate for each day absent unless the absence qualifies as a paid leave under another provision of this Agreement.

17.7.2.4 Except in urgent situations such as (1) the death or serious illness of a member of the unit member's immediate family, or (2) an accident involving either the unit member's person or property or the person or property of a member of the immediate family, advance permission to use personal necessity leave shall be requested.

As much advance notice as reasonably possible shall be provided in order to facilitate education for students.

17.7.3 The following reasons constitute reason for utilizing personal necessity leave:

17.7.3.1 Death of a member of the immediate family.

17.7.3.2 An accident involving the employee's person or property or the person or property of a

member of the immediate family.

17.7.3.3 A serious illness of a member of the employee's immediate family.

17.7.3.4 Fire, flood, or other immediate danger to the home of the employee.

17.7.3.5 Any other reason approved by the Administrator; however, no such leave shall be granted for purposes of personal convenience, for a social event, for a holiday or vacation period or extension thereof, or for matters which can be taken care of outside of working hours.

17.7.4 Compelling Personal Importance

Up to three (3) days, of the seven (7) days available for personal necessity, may be used for conducting business of compelling personal importance. The Superintendent/Principal may extend this leave beyond three days, but not to exceed seven, for compelling extenuating circumstances. This leave shall not be used for concerted activities of any kind whether Association directed or not.

17.8 Jury Duty and/or Work-Related Subpoena

17.8.1 A unit member shall be entitled to leave without loss of pay for the time required for jury duty. The unit member shall reimburse to the District the amount of payment received for jury duty. Any meal, mileage, and/or parking allowance provided the unit member for jury duty shall not be considered in the amount received for jury duty.

17.8.2 A unit member shall be entitled to leave without loss of pay for appearance in court under a work-related subpoena with the approval of the Administrator.

17.9 Maternity Leaves

17.9.1 Pregnancy Disability Leave. Such leave shall be granted

subject to the following conditions:

- 17.9.1.1 Unit members shall be entitled to utilize sick leave (temporary disability leave), including the one hundred (100) day difference pay for the period of time that they are temporarily disabled resulting from the unit member's pregnancy, miscarriage, childbirth and recovery therefrom.
 - 17.9.1.2 The length of the leave of absence (temporary disability), including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. A letter verifying the length of the temporary disability shall be signed by the unit member and the unit member's physician and filed in the District Office.
 - 17.9.1.3 The unit member shall notify the District of her pregnancy approximately ninety (90) days prior to the expected date of delivery.
 - 17.9.1.4 The manner of reporting absence for a temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom, shall be the same as the manner of reporting sick leave except as noted above.
- 17.9.2 Pregnancy-Related Leave. Leaves of absence for purposes related to pregnancy (i.e., child care) which are in addition to sick leave granted for the temporary disability may be granted in accordance with child-rearing leave. (Article 17.10 below)

17.10

Child-Rearing Bonding Leave

Unit members may elect to utilize 12 workweeks of parental leave in any 12-month period. For purposes of this section, 'Child-Rearing or Bonding' means leave for the purpose of the birth of a child of a unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by unit member.

Sick leave shall be used during parental leave. If a unit member exhausts all available sick leave, including accumulated sick leave and continues to be absent under Child-Rearing or Bonding', he/she shall be entitled to a differential pay defined under the Education Code during the remainder of the 12 work weeks. Differential pay of parental leave is in addition to any other differential pay provided under existing law. Where both parents are employees of the District, the two parents are entitled to share a total of 12 workweeks of parental leave.

17.10.1 – The District shall continue to pay the unit member's health benefits during parental leave to the same extent as if the employee was not on leave.

17.10.2 In the case of adoption, to meet legal requirements, a unit member may use his/her annual allotment of Personal Necessity Leave.

17.11

Family Care Leave

17.11.1 The District shall provide each bargaining unit member with leave in accordance with State (Government Code section 12945.2) and/or Federal (PL 103-3) Family and Medical Leave Acts. A summary of the current provisions of these laws is available at the District Office.

17.11.1.1 Other leaves granted pursuant to this Agreement, if they duplicate a leave mandated by the statutes set forth in 17.18.1, shall satisfy the District's obligation under these statutes.

17.12 Other Leaves

The District and the Association recognize that a unit member may occasionally need to request a leave for a reason not addressed in this Article (e.g., family hardship). If the District determines that a suitable replacement is available, and that granting the request would not be detrimental to the education of the students, approval will be recommended to the Board of Trustees. The Board, however, retains final authority to grant or to deny. Terms of the leave shall be those agreed upon between the unit member and the District.

17.13 Unauthorized Leave

Any employee absent from work, other than those days authorized by state law or this Agreement, is taking unauthorized leave. Such unauthorized leave constitutes a breach of his/her employment contract. In addition to any other remedies available to the District, the employee's next paycheck will be reduced by 1/184th (or the appropriate daily rate) for each day of such absence.

17.14 Catastrophic Leave Program

When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time and the employee has exhausted all paid leaves of absence, other employees may donate accrued vacation and/or sick leave credits to that employee under the specific requirements of the district's catastrophic leave program.

Donations made under the catastrophic leave program shall be strictly voluntary. Donors shall not reduce their accumulated sick leave to fewer than **40 hours**. Unit members may donate no more than **24 hours** per incident.

Note: Upon ratification of this Agreement, all leaves currently in Board Policy shall be inapplicable to unit members.

ARTICLE 18: HEALTH AND WELFARE BENEFITS

18.1 Active Employee Benefits

18.1.1 The District shall provide each unit member with health and welfare benefits in accordance with Appendix B-1.

18.1.2 All health and welfare benefits carriers shall be mutually negotiated.

18.1.3 Active employees choosing to opt out of the District's Health Plan will receive a stipend equal to that of participating members.

18.2 Retired Employee Benefits

The District shall provide each unit member who retires during the term of this Agreement with health and welfare benefits in accordance with Appendix B-2.

18.3 Duration of Benefits

18.3.1 Unit members who work a complete school year shall be entitled to receive twelve (12) months of District-paid benefits.

18.3.2 Upon initial employment, a unit member's health and welfare benefits shall commence in accordance with rules of the insurance provider.

18.3.3 Unit members who terminate their employment prior to the close of the school year shall be provided coverage up to and including the last day of the payroll period in which the termination occurred.

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ARTICLE 19: CONSULTATION

19.1 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and/or proposed changes in written Board Policies/ Administrative Rules and Regulations which affect wages, hours, terms and conditions of employment of employees covered by the terms of this Agreement.

ARTICLE 20: JOB SHARE ASSIGNMENTS

20.1 Purpose

The purpose of a Job Share assignment is to provide options for classroom teachers to reduce their workloads by sharing the responsibility for one (1) full-time position with another employee. Typically, employees will work half-a-day, one (1) semester, or alternating quarters. Other options are possible.

20.2 Procedure

Certificated employees, subject to District approval, may request to reduce their workload under the following conditions:

20.2.1 The employee requests a leave of the appropriate percentage of the work year and requests to be included in one of the work programs described in Section 20.1.

20.2.2 The employee finds another certificated employee within the District who also requests a reduction to the remaining percentage of the work year; or an employee finds a mutually agreed upon certificated individual to be hired as a part-time temporary employee.

20.2.3 Employees requesting a Job Share assignment shall have been employed by the District for not less than two (2) full school years.

20.2.4 All certificated employees in shared contracts may be required to work the first five (5) days of the school year that students are in attendance, and will be remunerated according to salary schedule.

20.2.5 Except under unusual circumstances, application for a Job Share assignment shall be made to the Superintendent prior to February 1 of the school year preceding the school year for which the shared contract is requested.

20.3 Responsibilities

- 20.3.1 Both members of a team are to assume full responsibility for the total classroom and instructional plan. Team members are required to jointly plan for both the school and their classroom on a regular basis.
- 20.3.2 Both members of a team are required to take active part in District inservice and parent conferences. In addition, on days that members are actually teaching, they shall take an active part in staff and other meetings, yard duty, and other duties.
- 20.3.3 A Job Share assignment shall be made only with the approval of the District. Assignments will be made for a period not to exceed one (1) school year, but may be renewed following the same process.

20.4 Salary and Benefits

- 20.4.1 Entitlement to salary and all fringe benefits shall be pro-rated.
- 20.4.2 The employee's and the District's contribution to the retirement system will be based on actual salary paid. The employee will receive pro-rated service credit toward years of service as computed by the teacher's retirement system.
- 20.4.3 Sick leave benefits are accrued based on a pro-rated basis. Workers' Compensation insurance is based on the employee's actual salary.
- 20.4.4 Employees, except for those whose employment commences with the second semester, will receive a pro-rated salary which is to be paid on a monthly basis for twelve (12) months. A person who does not commence work until the second semester may receive one-half ($\frac{1}{2}$) salary on a monthly basis for twelve (12) months if they post a bond guaranteeing service to the District or receive their salary on a monthly basis for the months commencing when they start teaching the second semester.

20.4.5 Service credit shall accrue proportionately. For example, two (2) years at fifty percent (50%) equals one (1) year of service credit.

20.5 Substitutes

20.5.1 When a teacher in a Job Share assignment uses a day of sick leave, the person sharing the contract with that individual shall, whenever possible, substitute for the partner. When this occurs, there will be no deduction of sick leave. However, there will be a pay-back day charged to that individual. Pay-back days are defined as those days when the certificated partner substituted. If pay-back days do not equal out at the end of the year, sick days shall be deducted from the partner in deficit and the teaching partner will be paid for the extra days worked at his/her regular rate of pay.

20.5.2 When it is not possible to share substitute time, a regular substitute will be employed and a day of sick leave (pro-rated as appropriate) shall be charged to the person who is absent.

ARTICLE 21: CLASS SIZE REDUCTION

21.1 The Parties agree that for so long as the Local Control Funding Formula (LCFF) is in place the District shall maintain a school site average class enrollment ratio in grades K through 3 of no more than 25:1 with no class exceeding 28 and 4-8th class average of no more than 26:1 with no class exceeding 28. Both Parties understand that LCFF is subject to change and revision. If changes do occur which materially affect the language concerning K-3 class size both parties agree to meet and change the language so it meets LCFF and the California Education Code.

SIGNATURE PAGE

FOR
THE PLAZA TEACHERS
ASSOCIATION, CTA/NEA

DATE

FOR
THE PLAZA ELEMENTARY
SCHOOL DISTRICT

DATE

FOR
THE PLAZA TEACHERS
ASSOCIATION, CTA/NEA

DATE

Revised June 16th, 2022

APPENDIX A-1

PLAZA ELEMENTARY SCHOOL DISTRICT

Certificated Salary Schedule

2022-23

Board Approved June 16th, 2022

Step	BA+30	BA+45	BA+60
1	49,106	50,579	52,096
2	50,579	52,096	53,659
3	52,097	53,659	55,269
4	53,659	55,269	56,927
5	55,269	56,927	58,635
6	56,927	58,635	60,394
7		60,394	62,205
8			64,072
9			65,994
10			67,973
11			70,013
12			72,113
13			74,276
14			76,505
15			78,800
16			81,164
17			83,599
18			84,349

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19	85,099
20	85,849
21	86,599
22	87,349
23	88,099
24	88,849
25	89,599
26	90,349
27	91,099
28	91,849
29	92,599
30	93,349
31	94,099
32	94,849

Teacher in Charge Stipend - \$1,000

Master of Arts/Science Stipend - \$750

After Step 17 employees will advance in one year increments with an increase of \$750.00 per step until the maximum of

32 steps.

In order to advance to Step 28 unit members will be required to have either (A) completed 75 units above a BA or (B) possess a MS or MA Degree.

Any unit member hired by the district after 7/1/13 shall be required to possess a MA or MS to advance to Step 32.

APPENDIX B-1

PLAZA ELEMENTARY SCHOOL DISTRICT

Health & Welfare Benefits for Active Employees

1. Dental

The District shall provide full-time employees and dependents with a dental plan.

2. Vision Care Plan

The District shall provide full-time employees and dependents with a vision care plan (currently VSP Plan C Composite Rate with \$5.00 Deductible).

3. Medical

The District shall provide full-time employees and dependents with a medical plan (currently TCSIG Plan IV).

4. Life Insurance

Each full-time employee shall be provided with a Ten Thousand Dollar (\$10,000) life insurance policy.

5. Part-time Employees

Part-time unit members may participate in the District group medical, vision, and dental plans, subject to the following:

- a. Upon proper application by a part-time unit member, the District shall pay a pro-rated portion of the premium.
- b. The employee must be at least 0.5 FTE.
- c. Thereafter, entitlement shall be based on the ratio of the employee's contractual service to 1.0 FTE.
- d. Participation shall be subject to lawful rules of the insurance provider and payment of the remaining balance by the employee through payroll deduction.

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6. Required District Contribution for Premiums

- a. The required District annual contribution for the benefits set forth in 1, 2, 3 and 4 above shall not exceed Fourteen Thousand Five Hundred Dollars (\$14,500)
- b. Should the plan(s) cost more than the District's required contribution, each covered employee shall sign a payroll deduction form and pay the difference by payroll deduction.

APPENDIX B-2

PLAZA ELEMENTARY SCHOOL DISTRICT

Health & Welfare Benefits for Retired Employees

A bargaining unit member shall be entitled to receive District-paid medical benefits in accordance with Paragraph 18.2 and this Appendix.

I. Eligibility

The retiree must:

- A. Be at least fifty-five (55) years of age.
- B. Have rendered at least fifteen (15) years of service to the District.

II. Benefits Provided

The retiree shall be permitted to choose from any medical, dental or vision plan which is available to an active employee.

III. Required Contributions

A. District

The District will pay premiums, on behalf of the retiree, as follows:

1. Calculation:

- a. Number of days of accrued and unused sick leave on the date of retirement divided by four (4);
- b. Multiplied by a percentage which is one hundred percent (100%) plus one percent (1%) for each full year of service;
- c. The result, rounded to the nearest whole number, is the number of months of District-paid premiums.
- d. Example: A 20-year teacher with 100 days of sick leave would receive 30 months of District-paid benefits ($100 \div 4 = 25 \times 1.2 = 30$).

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2. The District shall not pay more per month for any premium (medical, dental or vision) for a retiree than it pays for an active employee.

B. Employee

1. If a premium costs more than the District's required contribution, the employee shall pay the balance.
2. Payment is required in advance.
3. Failure to pay the employee's portion, if there is any, shall result in cancellation of the insurance plan.

IV. Cash Payment in Lieu of

- A. For employees who retire during the term of this Agreement, and voluntarily elect to receive a cash payment in lieu of receiving District retiree premium contributions, will receive an annual payment equal to \$6,000, calculated pursuant to the number of months of the District's contribution as calculated in III. A. District – 1 (c.). The associated annual payment will be made by the District to the retiring employee by the end of the following fiscal year.

V. Optional Retiree-Paid Premiums

Subject to lawful rules of the insurance provider, the retiree may purchase (at his/her expense) insurance after District-required contribution ceases.

VI. Retirement Requirement

To receive the benefits set forth in this Appendix, the employee must retire after ratification of this Agreement and before the original expiration (see Article 1).

APPENDIX C-1

**PLAZA ELEMENTARY SCHOOL DISTRICT
LEVEL I GRIEVANCE FORM**

NOTE: Before filing a formal written grievance, the grievant **shall** attempt to resolve the grievance in an informal conference with his/her immediate supervisor **within ten (10) days after the grievant knew or should reasonably have known** of the alleged violation of the Collective Bargaining Agreement.

Date of Informal Conference: _____ Supervisor Present at Informal:

1. List the specific Contract provision(s) alleged to have been violated:

ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____
ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____
ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____

- 2. The date, or date(s), on which the violation allegedly occurred:
- 3. Describe how the contract articles/paragraphs listed in #1 above were violated; facts must be provided.
(Attach additional sheets if necessary)
- 4. Explain why the District's proposed solution at the informal level was not acceptable. Be specific.
(Attach additional sheets if necessary)
- 6. What remedy do you want:

Date Submitted:	Date Received:
Grievant's Signature:	Received By:

7. District's Level I Response:
(Attach additional sheets if necessary)

**PLAZA ELEMENTARY SCHOOL
DISTRICT
LEVEL II GRIEVANCE APPEAL FORM**

A copy of the prior Level written grievance form, and the response, must be attached to this Appeal.

Date Level I filed:
Date decision rendered:
Date Level II filed:
Received by:

Board Hearing Requested: YES NO

Reason(s) for Appeal:

Specific Remedy Sought:

Grievant's Signature:

Board Decision:

**PLAZA ELEMENTARY SCHOOL DISTRICT
CRITERIA FOR EVALUATION**

Criteria and Related Performance Indicators:

- 1. THE PROGRESS OF PUPILS TOWARD ESTABLISHED STANDARDS OF EXPECTED PUPIL ACHIEVEMENT.**
 - a) Conveys an attitude that all students can succeed;
 - b) Uses appropriate diagnostic techniques and tools;
 - c) Uses knowledge of the curriculum and the established standards to plan lessons;
 - d) Develops, implements and assesses learning activities relevant to the standards;
 - e) Uses appropriate methods for assessing and recording student progress;
 - f) Uses performance-based assessment and evaluation techniques;
 - g) Assumes responsibility for program success;
 - h) Communicates student progress in a professional manner;
 - i) Is committed to the Mission Statement of the school; and
 - j) Recognizes students learn in different ways.

- 2. THE INSTRUCTIONAL TECHNIQUES AND STRATEGIES USED BY THE UNIT MEMBER.**
 - a) Demonstrates a range of effective techniques and strategies for student needs;
 - b) Maximizes instructional time by organizing and presenting effective lessons;
 - c) Uses a variety of instructional resources, including technology;
 - d) Demonstrates learning theory and applies that knowledge;
 - e) Uses strategies that address individual student needs;
 - f) Develops lessons that encourage student interest and involvement;
 - g) Employs a range of questioning techniques; and
 - h) Serves as a role model for students.

- 3. THE UNIT MEMBER'S ADHERENCE TO CURRICULAR OBJECTIVES.**
 - a) Demonstrates knowledge of assigned curriculum, District curriculum guides, course outlines and state frameworks;
 - b) Implements, monitors and paces students toward adopted curricular objectives;
 - c) Approaches subject material in a holistic integrated manner;
 - d) Uses curriculum to promote higher order thinking skills;
 - e) Articulates with other disciplines and grade levels;
 - f) Integrates curriculum across grade levels; and
 - g) Participates in professional growth activities.

- 4. THE ESTABLISHMENT AND MAINTENANCE OF A SUITABLE LEARNING ENVIRONMENT WITHIN THE SCOPE OF THE UNIT MEMBER'S RESPONSIBILITIES.**
 - a) Maintains standards and procedures which promote an orderly learning environment;
 - b) Maintains open channels of communication between home and school;
 - c) Maintains personal mutual respect among pupils, teachers and other staff members;
 - d) Maintains professional working relationships with colleagues;
 - e) Creates a climate in which student diversity is accepted;
 - f) Develops respect among all students;
 - g) Promotes and implements the procedures of the school and District;
 - h) Conveys warmth, friendliness and enthusiasm;
 - i) Is confidential and professional in dealing with all student and parent matters;
 - j) Is aware of and implements all emergency procedures and policies related to the well-being of students;
 - k) States expectations and defines expectations; and
 - l) Develops self esteem.

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5.
 - a) Is committed to professional improvement; sees self as a life-long learner;
 - b) Demonstrates a positive attitude and enthusiasm for teaching;
 - c) Works as part of a collaborative team;
 - d) Uses the school community as a resource;
 - e) Use of power in an appropriate manner;
 - f) Demonstrates effective oral and written communication skills;
 - g) Demonstrates effective strategies for resolving conflict;
 - h) Serves as role model for students, staff and community;
 - i) Evidence of honesty, integrity and impartiality;
 - j) Performance of assignment duties and responsibilities;
 - k) Apparent physical health and energy;
 - l) Apparent emotional and social adjustments; and
 - m) Use of good judgment in making decisions.

RATING SYSTEM

A rating scale has been developed to help the unit member understand the degree to which s/he is performing.

1. Meets Standards (MS): The unit member is meeting the above-listed District standards.
2. Needs Improvement/Progress Evident (P): More work is necessary in specific criteria and related indicators, but progress is evident.
3. Needs Improvement/No Progress Evident (NP): Intervention and more work is necessary in specific criteria and related indicators, and progress is not evident.
4. Unsatisfactory (U): The unit member is not performing in a satisfactory manner.

RESOURCES FOR PROFESSIONAL GROWTH

1. State university extension service
2. Peer helpers or colleagues
3. Mentor teachers
4. Curriculum Specialist

APPENDIX D-2

**PLAZA ELEMENTARY SCHOOL DISTRICT
Certificated Personnel Evaluation Form
School Year**

Teacher's Name:

Assignment:

Rating Guide:

**"MS":
Meets
Standards**

**"P": Needs
Improvement /
Progress
Evident**

**"NP": Needs
Improvement / No
Progress Evident**

**"U":
Unsatisfactory**

CRITERIA FOR EVALUATION		RATING			
		M S	P	N P	U
1	The progress of pupils toward established standards of expected pupil achievement.				
2	The instructional techniques and strategies used by the unit member.				
3	The unit member's adherence to curricular objectives.				
4	The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.				
5	Professional Attitudes and Other Responsibilities.				
OVERALL RATING					

Comments by Evaluator:

Comments by Teacher:

Revised June 16th, 2022

My signature below does not mean that I necessarily agree with the content of this evaluation, but acknowledges that my evaluator has discussed it with me.

Evaluator's Signature:

Date: _____

Evaluatee's Signature:

Date: _____

APPENDIX D-3

PLAZA ELEMENTARY SCHOOL DISTRICT OBSERVATION LOG

Evaluatee's Name: _____

Date of Observation: _____

Assignment: _____

Time of Observation: From _____ To _____

Number of Students Present: _____

OBSERVER'S COMMENTS:

COMMENDATIONS/RECOMMENDATIONS:

Revised June 16th, 2022

_____	_____
Evaluator's Signature	Date
I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.	
_____	_____
Evaluatee's Signature	Date