

AGREEMENT

BY AND BETWEEN THE

**TULARE JOINT UNION HIGH SCHOOL
TEACHERS ASSOCIATION/CTA/NEA**

AND THE

TULARE JOINT UNION HIGH SCHOOL DISTRICT

2021-2022

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ARTICLE I: AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (herein called "Agreement") by and between the Governing Board of the TULARE JOINT UNION HIGH SCHOOL DISTRICT (hereinafter called the "Board"), and the TULARE UNION HIGH SCHOOL DISTRICT TEACHERS ASSOCIATION, CTA/NEA (hereinafter called the "Association"), an employee organization.
- 1.2 The term of the Agreement shall commence on July 1, 2021, upon ratification by a majority of the members represented by the Association and upon approval by the Tulare Joint Union High School District Board of Trustees. This Agreement shall expire at twelve midnight on June 30, 2022, with no reopeners, but the terms and conditions of the Agreement shall remain in full force and effect until a successor Agreement has been negotiated and ratified by both parties.
- 1.3 It is the intention of the parties that this Agreement set forth the full and entire understanding of the parties regarding all matters herein and any prior or existing understanding or agreements by or between the parties, whether formal or informal, regarding any such matters are hereby superseded and terminated in their entirety. Both parties agree to live within the terms and conditions of the contract and agree not to meet and negotiate on any of the matters contained herein.
- 1.4 Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto.
- 1.5 In the event that any provision of this Agreement shall at any time be declared invalid by an administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.
- 1.6 The parties agree that it is to their mutual benefit to encourage the resolution of differences through the processes provided by this Agreement. Therefore, it is agreed that the Association and the District will support this Agreement for its term and will not

seek change in any matter subject to the negotiation process except by mutual written agreement of the District and the Association.

ARTICLE II: RECOGNITION OF BARGAINING UNIT

The Board recognizes the Association as the exclusive representative of all certificated employees of the Board, excluding the District Superintendent, Assistant Superintendents, Administrative Assistants, Principals, Assistant Principals, Director of State/Federal Programs, Director of Instruction, Director of Adult/Alternative Education, Assistant Director of Adult Education, Counselors, Nurses, Staff Development Coordinator, Psychologist, Director of Technology, Dean of Students, Administrative Intern, District Special Education Supervisor and Director of Professional Development, hourly wage employees who can reasonably be expected to total less than four hundred fifty (450) hours of classroom teaching within the school year, and all other management, supervisory, and confidential employees as defined by the Educational Employment Relations Act.

ARTICLE III: DEFINITIONS

- 3.1 "Teacher" refers to any employee who is included in the appropriate units unless such employee is identified by another more specific term.
- 3.2 The terms "District" and "District Management" as utilized in this Agreement shall be deemed to be synonymous, and shall, as appropriate, include the District as an entity, the Board of Education, the Superintendent, Assistant Superintendents, and all principals or designated representatives of the above who have authority to make the decisions consistent with the position filled.
- 3.3 "School Days" means days schools are in session.
- 3.4 "School Day" means the amount of time in a regularly scheduled school attendance day during which the students are required to be in school, unless otherwise provided by this Agreement.
- 3.5 "Daily rate of pay" shall mean the employee's salary, from the salary schedule, divided by the number of days he/she is required by the negotiated contract to be on duty.

- 3.6 "Association" means the Tulare Joint Union High School District Teachers Association, CTA/NEA.
- 3.7 "Representative of the Association" means a member of the Association functioning for or performing a task for the Association.
- 3.8 "Professional Representative of the Association" means a paid employee of the Association of CTA or of NEA.
- 3.9 "Evaluator" means the school principal or assistant principal(s). In circumstances where an evaluation by a person outside those on a specific campus is desired, the District may use any person on the District-approved list of evaluators.
- 3.10 "Class Size" shall mean the number of students enrolled (exclusive of student aides) in a class.
- 3.11 "Immediate family" shall mean the mother, stepmother, father, stepfather, grandmother, grandfather, grandchild, aunt, uncle, niece, or nephew of the employee or of the spouse of the employee, and the spouse, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, registered domestic partner, or any relative living in the immediate household of the employee.
- 3.12 Health Benefits shall mean coverage available from the District's insurance provider to each eligible employee and his/her dependents which shall include medical, dental, vision, and life insurance (life insurance for employee only).
- 3.13 A discretionary "no tell" day is defined as an absence without stipulating the reason for the absence.

ARTICLE IV: NEGOTIATION PROCEDURES

- 4.1 The Board (or its representative) and the exclusive representative shall begin to meet and negotiate in good faith for purposes of bargaining a successor to this agreement on or as close as possible to May first in the year in which the current agreement expires. The Association shall present a proposal for a successor agreement to the Board far enough in advance of the date bargaining must begin to allow for the process of public disclosure.

Normally, this proposal shall be presented to the Board no later than April first of the year in which the current agreement expires.

- 4.2 Either party may utilize the services of outside consultants to assist in the negotiation.
- 4.3 Negotiations shall take place at mutually agreeable times and places, provided that meetings shall be held within a reasonable time from receipt of a written request, in regard to matters within the scope of negotiation.
- 4.4 The Association shall designate five representatives who shall each receive a reasonable number of hours per week of release time without loss of compensation to attend negotiation proceedings.
- 4.5 The Board shall make available or provide access to non-confidential information which would be of value to the Association in its role as the exclusive bargaining representative.
- 4.6 Not later than November 1, the Board shall furnish the Association with the placement of all bargaining unit members on District salary schedules as of October 1.

ARTICLE V: DISTRICT RIGHTS

- 5.1 The District retains, solely and exclusively, all the rights, powers, and authority exercised or had by it prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement.
- 5.2 Nothing in this article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights and powers vested in the District to adopt, amend, or rescind such policies, rules, and regulations as the Board of Trustees shall deem necessary, or any other powers vested in the District by the California Education Code, or by other laws regulating, authorizing, or empowering the District to act or refrain from acting, except that in those areas requiring consultation, either by law or by this Agreement, the District will consult with the Association.

ARTICLE VI: TEACHING HOURS

- 6.1 All contractual full-time teachers shall be on duty under direct supervision of the school principal or his/her designee each normal workday for seven (7) hours not including a duty-free lunch period. Said duty time is to be scheduled between the hours of 8:00 a.m. and 4:00 p.m. The teacher workday shall be from 8:30 a.m. to 3:30 p.m. No teacher on a comprehensive site shall leave before 3:30 p.m.
- 6.1.1 As long as the school calendar permits three pre-service days, the District agrees to provide one unencumbered pre-service day designed for teacher room preparation and/or lesson planning. Should the calendar permit two pre-service days, the District agrees to provide one-half unencumbered pre-service day (3.5 hours) designed for teacher room preparation and/or lesson planning.
- 6.2 Librarians shall be on duty for eight (8) hours, not including a duty-free lunch period, during each normal working day.
- 6.3 Exceptions to the above required duty periods must be by prior arrangement with the school principal or his/her designee. Specific schedules shall be set by the school principal, and upon request of the employee, this shall be done in consultation with said employee.
- 6.4 Attendance at District faculty meetings, school staff, or departmental meetings will be required.
- 6.5 It is recognized and acknowledged that in addition to the hours indicated in 6.1 above, teachers may be required to spend reasonable amounts of time in school-related activities; such as, but not limited to, parent/teacher conferences, preparing for instruction, evaluating the work of students, providing leadership in student organizations, attending open house activities, and attending staff development programs.
- 6.6 It is also understood and agreed that fulfillment of the professional responsibilities of employees covered by this Agreement requires that each employee assume his/her fair share of responsibility for the conduct and supervision of extracurricular activities at

times other than the specified working hours (6.1). Assignment of personnel under this provision shall be under the jurisdiction of the school principal. No extra duty assignments will be required during any holiday, winter, or spring break.

6.6.1 Teacher representatives, together with the school administration at each campus, will mutually develop and establish the annually required number of extra-duty assignments for school dances and athletic events and will distribute these assignments in a fair and equitable manner, taking into consideration the assignment preferences of the teachers.

6.6.2 All full-time certificated staff, unless otherwise excused, shall be responsible for ten (10) hours of assigned extracurricular supervision as part of their professional responsibility in serving students. Hours beyond the above amount will be on a voluntary basis and will be paid at the current minimum wage rate.

6.6.3 Supervision for District-approved student clubs (exclusive of clubs for which reimbursement is awarded), which formally meet for approximately one (1) hour at least twice monthly throughout the school year, will meet the employee's annual required supervision responsibility.

6.7 Full-time teachers and librarians shall be entitled to a duty-free lunch period of thirty (30) minutes or the equivalent of the student lunch period exclusive of passing time, whichever is longer. This provision shall not be interpreted as preventing teachers from voluntarily choosing to assist in school-directed activities or assuming extra duties during said times.

6.8 All full-time classroom teachers with students assigned to them, shall receive a preparation period for every 3 periods assigned unless otherwise covered by article 6.8.4 and/or 6.10. All full-time classroom teachers with students assigned to them at sites other than the comprehensive sites shall receive one preparation period everyday if assigned a traditional schedule or one preparation period every other day if assigned a block schedule. Full-time teachers at Sierra Vista and Tulare Adult School shall receive a

one hour preparation period per day.

- 6.8.1 Such preparation period shall be scheduled by management at such times during the working day as are consistent with the objectives of the District's instructional program.
- 6.8.2 Preparation time available pursuant to this article shall be utilized in a manner consistent with the furtherance and improvement of the District's educational program and must be spent on the school campus in preparation for instruction unless permission to leave campus is granted in advance by the school principal.
- 6.8.3 Ordinarily, preparation periods should not be utilized for substitute teaching. When the Administration requests that a teacher substitute during his/her preparation period or when administration requires two classes to be combined, the teacher shall have the option of either; (1) being credited with compensatory time, or (2) request pay at their hourly rate, for each hour or portion thereof, rounded to the nearest quarter of an hour, in which they substitute. All requests for paid compensation shall be paid within two months.
 - 6.8.3.1 The school principal shall authorize all substitute work in advance.
 - 6.8.3.2 The actual compensatory time taken off must be approved by the school principal in advance. No more than five (5) such days can be used in any one school year with prior approval.
 - 6.8.3.3 Teachers will be able to substitute during their regular preparation period only. Teachers who receive an "academic/activity" preparation buy out period (including but not limited to ASB Advisors, Math & Literacy Coaches, SPED Testing, and Pathway Leads) are not

eligible to substitute during their academic/activity preparation buy out period.

6.8.3.4 Accrued time may not be used for purposes of work stoppage.

6.8.3.5 As much as is possible, opportunities for compensatory time shall be equally distributed among participating teachers at each site.

6.8.3.6 Up to five (5) days of accrued comp time may be carried over into the succeeding school year. All accrued comp time in excess of five (5) days will be paid out on June 30 each year.

6.8.4 The positions listed below will have the following number of preparation periods with the implementation of the 4x4: ASB (2 academic and 2 non-academic), Special Education Department Head (2 academic and 2 non-academic), Literacy Coaches (1 academic and 4 non-academic), Mathematics Coaches (1 academic and 4 non-academic), and AVID District Director (1 academic and 4 non-academic), Academy Leads (Engineering, Pre-Med, Art) (2 academic and 2 non-academic) academy lead preps are contingent on funding.

6.9 The school administration will seek teacher input on assignments and consult with teachers if requested, prior to the end of the school year.

6.10 Teacher may be assigned to teach a seventh period during the normal teacher work day for an additional one-eighth (1/8) of their base salary. Such assignments shall be made on a year-to-year basis. No more than fifteen (15) teachers in the District per year shall be so assigned to teach seven (7) periods. Exceptions must be specifically agreed to by both District and Association. No teachers shall be assigned to teach eight (8) periods. Teachers shall be notified of the District's intent to offer a prep buy out as soon as the need has been determined. This notice will include an invitation to teachers assigned to

that specific department to apply and be considered for the prep buy out. Teachers selected for a prep buy out will be assigned on a rotational basis based on the following criteria:

6.10.1 Teach within the department that the prep buy out is offered; and

6.10.2 Properly credentialed; and

6.10.3 Has not received an overall unsatisfactory evaluation within the preceding two years; and

6.10.4 No teacher will be assigned a prep buy out for more than two consecutive years unless there is no other qualified teacher to be assigned to teach the class.

Effective July 1, 2015, the rotational basis will begin based on District seniority.

6.11 Any teacher may apply for and School Principal may appoint a Campus Supervision Team with specific duty locations during health break, lunchtime, and immediately before and after school to assist in maintaining a safe and orderly campus.

6.11.1 No teacher shall be required to serve on the campus supervision team as outlined in 6.11 above.

6.11.2 Teachers accepting supervision assignments under 6.11 are expected to serve in that capacity for 40 minutes per day, unless appointed on a reduced time and salary pro rata basis by the school principal.

6.11.3 The campus supervision team and site administration will meet prior to the beginning of the school year to outline expectations and review duty assignments.

6.11.4 One teacher may be designated by the site administrator as a coordinator of campus supervision and a stipend shall be provided in accordance with Appendix E. **When no teacher wants the position, the site principal will assign a management employee to the position.**

ARTICLE VII: GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1.1 A "grievance" is any complaint, misunderstanding, or dispute by one or more unit members or the Association that there has been a misapplication or misinterpretation of this Agreement.
- 7.1.2 The "grievant" is the unit member, unit members, or the Association making the claim.
- 7.1.3 A "day" is any duty day in which the grievant is required by contract to render service.

7.2 Purpose -- The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare 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.

7.2.1 No grievance shall be filed regarding:

- 7.2.1.1 The reprimand, suspension, discipline or termination of any unit member pursuant to the Education Code or this Article.
- 7.2.1.2 The discharge, failure or refusal of the District to re-hire or retain in employment any temporary or probationary unit member.
- 7.2.1.3 The contents of an evaluation.
- 7.2.1.4 The policies of the District as set forth in the rules and regulations or administrative regulations and procedures.

7.3 Informal Level - A teacher should attempt to resolve any grievance through discussion with his/her immediate supervisor without representation prior to the utilization of the formal procedure set forth below. Any grievance that arises as a result of the action or inaction of a department chairperson should be discussed informally with that individual.

7.4

Formal Procedure

7.4.1 Level I

7.4.1.1 An aggrieved teacher will present his/her grievance orally or in writing to his/her immediate supervisor or designee and the Association within twenty (20) days after the teacher can be reasonably assumed to have had knowledge of the occurrence giving rise to the grievance.

7.4.1.2 The teacher may have a representative present at the time of the presentation if so desired.

7.4.1.3 The principal shall reply orally to an oral grievance within ten (10) days or in writing to a written grievance within twenty (20) days.

7.4.2 Level II

7.4.2.1 If the grievant is not satisfied with the disposition of his/her grievance at Level I, he/she may within twenty (20) days of such disposition file a written grievance with the District Superintendent or his/her designee. The written grievance shall identify the contract article number that is being grieved and an explanation of how that particular article was violated by the district.

7.4.2.2 Upon request of either the grievant or the Superintendent, a meeting between the parties shall be conducted within twenty (20) days after the Superintendent has received the grievance for purposes of discussing the matter. At his/her discretion, the grievant may have an Association representative present at any such meeting.

7.4.2.3 The Superintendent or his/her designee shall respond in writing to the grievance within twenty (20) days after any

such meeting or the deadline for same has passed.

7.4.3

Level III: Mediation

- 7.4.3.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of 7.4.2, the grievance shall be referred to grievance mediation.
- 7.4.3.2 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.
- 7.4.3.3 The mediator, within ten (10) days of the request, shall schedule a meeting with the grievant, the Association and the District for the purpose of resolving the grievance.
- 7.4.3.4 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 nonprecedential and shall constitute a settlement of the grievance.
- 7.4.3.5 In the event that the grievant, the Association and the Superintendent or her/his 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 Association may terminate Level III (Mediation) and the grievance may proceed to Level IV (Binding Arbitration).

7.4.4

Binding Arbitration

- 7.4.4.1 If the Association proceeds to arbitration, it shall notify the

District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the State Mediation and Conciliation Service. The Association and District shall each pay one half (1/2) of any charges required by the State Mediation and Conciliation Services for services rendered.

7.4.4.2

The arbitrator shall, after first determining the arbitrability of the grievance, conduct a hearing on the merits to consider evidence and arguments pertaining to the grievance(s) and submit a written decision which sets forth findings of fact, reasoning and conclusions on the precise issue(s) submitted. The arbitrator's decision shall be limited solely to the interpretation and application of the agreement to the precise issue(s) submitted for arbitration. The arbitrator shall not determine any other issue(s). Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision violated the agreement. The arbitrator shall not substitute his/her judgment for that of the District. The arbitrator shall not add to, subtract from, modify, alter or amend any provisions or procedures contained in this agreement. The arbitrator shall not issue statements of opinion or

conclusions not essential to the determination of the issue(s) submitted. The arbitrator's determination shall state whether the grievance is approved or denied and, if approved, the proper remedy, and the basis for such remedy. Under no circumstances shall the remedy include monetary penalties for "pain and suffering" or attorney's fees.

7.4.4.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the District and the Association. All other costs, except for released time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

7.5

Miscellaneous

- 7.5.1 If the basis of a grievance arises at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the exclusive representative directly, and the processing of such grievance will be commenced at Level II.
- 7.5.2 Written decisions rendered at Levels I, II, and III of the Grievance Procedure will be transmitted promptly to all parties in interest and the exclusive representative. Time limits for appeal provided in each level begin the day following receipt of written decision by the parties in interest.
- 7.5.3 When it is necessary for a representative designated by the Association to attend a grievance meeting at Levels I or II during the workday, he/she will, upon notice to his/her Principal or immediate supervisor by the

President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such meetings or an arbitration hearing as a witness will be accorded the same right.

- 7.5.4 Documents, communications, and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants.
- 7.5.5 Forms for filing grievances will be prepared by the employer and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 7.5.6 Each of the formal requirements and time limitations stated herein for the processing and determination of grievances shall be strictly adhered to, provided however, that any such time limit may be extended by the express written agreement of both parties. If the grievant fails to appeal the grievance within the time limit specified in any step of the grievance procedure, the grievance shall be deemed waived and terminated. If the District fails to comply with any of the time limits specified, the grievance shall move automatically to the next higher step if a higher step exists. 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. 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 (last teacher duty day exclusive of summer school), and if left unresolved harms a grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practical.

ARTICLE VIII: ASSOCIATION RIGHTS

- 8.1 Representatives of the Association shall have the right of access to District teachers at reasonable times. The term "reasonable times" as used herein means meal periods and any time before or after an employee's designated workday when such an employee is not expected to be performing services on behalf of the District.
- 8.2 The Association shall have the right to make use of school equipment, buildings, and facilities for Association business. Such equipment shall include computers, copy machines, fax machines, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise needed by the District. The Association shall provide its own supplies.
- 8.3 Representatives of the Association may contact employees in any lounge facility, meeting room, office, or classroom of the District, provided that if such access occurs in the proximity of District employees who are otherwise performing duties on behalf of the District, such access shall not be utilized in a manner that will disturb or otherwise interfere with the work of any employee of the District.
- 8.4 The Association shall have the right to utilize District facilities for the conduct of meetings with District employees. Requests to utilize such facilities shall be made upon forms to be prescribed by the District and shall be subject to prior request for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Meetings conducted in such facilities shall in no way conflict with the public school purposes of the District. Up to two meetings per month may be held any time after the regular school day.
- 8.5 Any professional representative of the Association who wishes to enter a school campus of the District during hours in which students are present shall notify the principal's office of his/her identity and status as the representative of the Association. Appropriate identification and credentials may be required in instances when management at campus level does not know or have reason to know of the individual's identity or affiliation.
- 8.6 The Association shall have the right to utilize a designated portion of all bulletin boards

normally used by the District for communication with its employees. One copy of all materials to be posted shall be provided to District management at the facility in which such posting is to take place prior to posting. The employee organization and its representatives shall be responsible for the maintenance of any Association materials posted on District Bulletin boards.

- 8.7 Existing District mailbox facilities may be utilized by the Association for communications with members or with other employees of the District.
- 8.8 The President of the Association shall be presented with all materials, exclusive of items requiring consideration in executive session, to be discussed at regularly scheduled board meetings at least two (2) days before such meetings. The President shall be notified of all other public sessions of the Board as soon as possible and shall be informed as to the location of any materials that are to be discussed.
- 8.9 The names, addresses, telephone numbers, and worksite assignment of all bargaining unit members shall be provided to the Association no later than October 15 of each school year.
- 8.10 A total of four (4) days of release time shall be granted to the Association on an annual basis for use by representatives as delegated by the Association to attend and participate in professional meetings and activities and otherwise carry on Association business.
- 8.11 The Association president shall be allowed two teaching periods to conduct Association business. The cost of the one period shall be born by the Association and the cost of the other period shall be split between the district and the association at the president's daily rate of pay. These periods are the intended times during the school day to conduct all association business.
 - 8.11.1 The Association shall notify the district of who the president shall be for the following year by the first Monday in May of each year in order for the district to plan staffing for the next school year.
 - 8.11.2 Due to scheduling issues, the district will not be responsible to reassign

the president to a full teaching schedule at district cost should the presidency change hands at any time after the first Monday in May of each year.

- 8.12 The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings by email, to the Association president and vice president no later than ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year.
- 8.13 The Association shall be provided no less than ninety (90) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration will excuse themselves during Association time.
- 8.14 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings.
- 8.15 The following new bargaining unit member information shall be delivered to the Association president in digital Excel format sorted by seniority date, no later than 30 days after the date of hire:
1. Name
 2. Home Address
 3. Phone Number(s)
 4. School Site
 5. Date of Hire
 6. Seniority Date
 7. Full-time Equivalent (FTE) status
 8. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)

ARTICLE IX: SICK LEAVES AND LEAVES OF ABSENCE

9.1 Sick Leave

Definitions:

"Sick Leave" shall mean accrued increments of compensated leave provided by the District to a unit member as a benefit of the employment for use by the unit member during any absence from the employment for any of the following reasons:

- A. The employee is unable to perform his or her duties due to illness, injury, or a medical condition of the employee.
- B. The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.
- C. The absence is due to a pregnancy-related illness of the employee.
- D. The absence is for the purpose of obtaining a physical for the employee.
- E. Upon return from any absence, an employee shall file an absence report on a district absence report form verifying the reason for the absence. The district form must be submitted to the Principal's office no later than the fifth consecutive workday after returning to work. If the employee does not submit the form within this time, the employee will be reminded of this requirement via email or by other verifiable delivery notice. If the form is not submitted within five workdays from the date the unit member receives said reminder, the employee will be docked in the next pay period for the day(s) in question.

9.1.1 All teachers are entitled to ten (10) days of sick leave for each full year of service. Teachers working less than full time shall receive a pro-rata number of days of sick leave. Additional sick leave days shall be credited as follows:

- 9.1.1.1 The District agrees to allow ten (10) annual discretionary "no tell" leave days that will come from annual sick leave. Discretionary leave will not

carry over year to year.

- 9.1.2 One half (1/2) day of sick leave shall be credited for each regular high school summer school session. Each year, Summer School will consist of two sessions. The amount of sick leave credited will be equal to the number of hours in one day of Summer School.
- 9.1.3 One day of sick leave shall be credited for each full semester of night school teaching. The amount of sick leave credited will be equal to the number of hours taught per class in a normal one week of a night school class.
- 9.1.4 Any unused sick leave is accumulative without limit. No compensation will be paid for any unused sick leave upon termination of employment from the district.
- 9.1.5 A teacher may use accumulated sick leave at any time he/she is sick during the school year starting with the first day of duty.
- 9.1.6 Prior to an absence, an employee shall submit a request for absence through the online absence system.
- 9.1.7 A physician's statement may be required for any absence of three (3) or more consecutive days on in any circumstance where the District believed that the use of sick leave may be excessive. Any teacher that is required to bring a physician's verification will be notified in writing that a physician's verification will be required for any subsequent absence. Any cost of the verification shall be the responsibility of the employee. Failure to provide a medical verification as requested will result in a full dock in pay for the day(s) of the absence.
- 9.1.8 In addition to all sick leave entitlement that a teacher accumulates while employed by the District, the employee shall also be entitled to all verified unused sick leave accumulated while employed in a certificated position in another school district.

- 9.1.9 Any certificated employee who has been employed in a school district and who accepts a position in another school district or county schools office may transfer all verified accumulated unused sick leave.
- 9.1.10 Upon retirement, verified unused accumulated sick leave will be converted to service credit and used to calculate retirement benefits.
- 9.1.11 When all accumulated sick leave benefits have been exhausted and a certificated employee continues to be absent from duty on account of illness or accident, the employee shall receive differential pay for an additional period of one hundred (100) school days whether or not the absence arises out of or in the course of the employment of the employee. "Differential Pay" means the difference between a teacher's regular salary and the amount paid for a substitute or the established substitute daily rate if a substitute was not hired. Accumulated sick leave, and the one hundred (100) days shall run consecutively. An employee shall not be provided more than one, one hundred (100) day allotment per illness or accident. However, if the school year ends before the one hundred (100) day period is exhausted, the balance of the one hundred (100) days may be used in the subsequent school year (EC 44977).
- 9.1.12 Catastrophic Leave
- 9.1.12.1 A unit member who is, or whose family member (spouse or child) is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits in accordance with the following guidelines:
- 9.1.12.2 Catastrophic injury or illness means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's immediate family (spouse or children) which incapacity requires the employee to take time off from

work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.

9.1.12.3 Upon requesting donations under this program, the unit member shall provide verification of the catastrophic injury or illness. (Education Code 44043.5) Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

9.1.12.4 The Superintendent or designee shall determine:

- (1) That the unit member is unable to work due to the unit member's (or her/his family member's) catastrophic illness or injury, and
- (2) That the unit member has exhausted all accrued paid leave credits. Not to include leave as defined in section 9.1.8.

9.1.12.5 When the above verification and determinations are made, the Superintendent or designee may approve the transfer of accrued sick leave credits (Education Code 44043.5).

9.1.12.6 The Superintendent or designee shall inform unit members of the means by which donations may be made in response to the unit member's request.

9.1.12.7 Any unit member, upon written notice to the District, may donate accrued sick leave credits to the requesting unit member in whole day increments only. All transfers of eligible leave credit shall be irrevocable, and there shall be no adjustment for individual salary differences (Education

Code 44043.5).

- 9.1.12.8 To ensure that unit members retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than thirty (30) days.
- 9.1.12.9 Benefiting unit members may use donated leave credits for a maximum of 120 contract days.
- 9.1.12.10 A unit member who receives paid leave pursuant to this program shall use any leave credits that she/he continues to accrue on a monthly basis before receiving paid leave pursuant to this program (Education Code 44043.5).
- 9.1.12.11 Donors shall indicate the number of days they wish to donate for each recipient. A maximum of one day can be used from multiple-day donors, until all donors have donated one day, by lottery, for each leave request. Multiple-day donors then participate in additional lotteries to determine who shall donate additional days. Unallotted days are returned to the donor.
- 9.1.12.12 Due to STRS regulations, certificated may contribute only to other certificated employees.
- 9.1.12.13 The Superintendent or designee shall ensure that all donations are confidential.

9.2 Bereavement Leave

- 9.2.1 A teacher shall be entitled to the use of up to three (3) days of fully paid leave of absence in the event of the death of any member of his/her immediate family or up to five (5) days of such leave if more than three hundred (300) miles one way of travel is required.
- 9.2.2 Who may be considered a member of the immediate family for

bereavement leave or the validity of requests for leave for bereavement purposes shall be decided by the school principal but shall at least include the mother, father, grandmother, grandfather, grandchild, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or the spouse of the employee, or registered domestic partner of the employee.

9.2.3 No charge shall be made against the employee's sick leave account for the use of this leave.

9.3 Personal Necessity Leave

9.3.1 Teachers shall be entitled to use up to ten (10) full or partial days of accumulated sick leave each year for personal necessity. All personal necessity leave requests must be approved by the Superintendent or designee.

9.3.2 Personal necessity leave shall not be granted or utilized for the following:

9.3.2.1 Any form of concerted activity;

9.3.2.2 Other employment or entrepreneurial activities;

9.3.2.3 Vacationing;

9.3.2.4 Any school day immediately preceding or immediately following any legal or board holiday;

9.3.2.5 Any teacher duty day as defined by the school calendar as final examination days.

9.3.3 Prior to an absence, an employee shall submit a request for absence through the online absence system.

9.4 Sabbatical Leave

Certificated employees may be granted sabbatical leaves under the following

conditions:

9.4.1 Eligibility: Any certificated employee of the District may apply for a sabbatical leave provided that he/she meets the following conditions:

9.4.1.1 Has spent at least seven (7) consecutive years as a regular full-time certificated employee of the District.

9.4.1.2 Has not taken a sabbatical within the previous seven- (7-) year period.

9.4.1.3 Will not be required to retire within two (2) years of his return.

9.4.2 Length of Leave: Sabbatical leaves may be granted:

9.4.2.1 For the full school year.

9.4.2.2 For one (1) semester of a school year.

9.4.2.3 As a condition precedent to the granting of a sabbatical leave, a fully qualified replacement to perform the duties of the certificated employee must be available for the period of leave.

9.4.3 Types of Leaves: Sabbatical leaves will only be granted for the purpose of full-time graduate study or research, or for travel, which can be shown to the Board's satisfaction will benefit the schools and the pupils of the District.

9.4.4 Application: Application for sabbatical leave must be made to the Board of Education through the Superintendent on the District sabbatical leave application form. Application must be made prior to March 1 of the school year preceding the one for which the leave is requested, unless special permission to apply later is granted by the Superintendent.

9.4.5 Review of Applications

9.4.5.1 All requests for sabbatical leave shall be reviewed by a sabbatical leave committee.

9.4.5.2 This committee shall be appointed by the Superintendent for a three- (3-) year term and shall consist of the following:

- a. Assistant Superintendent, Chairman
- b. Two (2) building level administrators
- c. Four (4) non-management certificated employees

9.4.5.3 The committee shall evaluate applicants and recommend either "consideration warranted," or "not recommended for this year." The evaluation shall be completed by March 1, unless by special arrangement approved by the Superintendent.

9.4.6 Modifications of Approved Program: If an employee finds it necessary to make major modifications to his/her approved sabbatical program, such proposed changes must be submitted in writing to the sabbatical leave committee for its review and recommendation and to the Superintendent for his/her approval prior to pursuit of the modified program.

9.4.7 Required Report: Each employee who has been on sabbatical leave shall file with the sabbatical leave committee a written report not later than sixty (60) days after return to active duty. Such report shall contain detailed data as to the activities of the employee, together with the employee's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school in which the employee is located, and any other data necessary for a satisfactory report. The employee shall not be considered as having completed the requirements of sabbatical leave until his/her report has been recommended by the sabbatical leave committee and approved by the Superintendent and the Board of Trustees.

9.4.8 Compensation: Compensation while on sabbatical leave shall be the difference between the employee's regular salary, excluding any extra duty bonuses, and the salary of the substitute hired to replace him/her. An employee who receives compensation from other sources while on sabbatical leave shall reimburse the District for any money that he/she receives above one hundred (100) percent of his/her regular salary, excluding extra duty bonuses. Fringe benefits will be maintained by the District at the same level as for other employees.

9.4.9 Manner of Payment for Leave of Absence Time: Payment may be made in one of these ways:

9.4.9.1 Compensation for a one- (1-) semester leave may be paid during the first year after the employee returns to duty upon certification by the sabbatical leave committee that the program of study, research, or travel has been satisfactorily completed.

9.4.9.2 Compensation for a one- (1-) year leave may be paid during the first two (2) years after the employee returns upon recommendation of the sabbatical leave committee.

9.4.9.3 Compensation may be paid the employee while on the leave of absence in the same manner as if the employee were teaching in the District upon the furnishing by the employee of a suitable bond indemnifying the District against loss in the event the employee fails to render the agreed upon period of service following the leave of absence or if the Board of Trustees waives the bond and accepts by resolution a written agreement from the employee to return for the required period of time.

9.4.10 Return to Service

9.4.10.1 An employee granted sabbatical leave with pay shall agree to return to the service of the school district for a period of time which is equal to twice the period of the leave. In the event the employee fails to return to render the required service or fails to carry out satisfactorily the program of study, research, or travel, the employee shall reimburse the District for compensation received including fringe benefit allowances. If part of the time has been served, the repayment shall be proportionate to the percentage of time not served.

9.4.10.2 At the expiration of the sabbatical leave, the employee shall be reinstated to a position as near to that held at the time of the granting of the leave of absence to the extent feasible with due regard to the interests of the District and pupils.

9.4.10.3 Upon returning, the staff member will be reinstated with seniority status, years of service, tenure, accumulated sick leave, and other benefits as he/she would have been at the beginning of the leave of absence.

9.4.11 Liability for Death or Injury during Leave of Absence: Both the governing board of any district and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of an employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence granted under the provisions.

9.4.12 Other Conditions: The School District and the employee shall also conform to all legal requirements including those contained in Education

Code 44966-70 and 44974.

9.5 Parental Leave of Absence

A parental leave of absence without pay shall be granted for up to one (1) year to a teacher for the purpose of childbearing or childrearing (or some combination of both) as follows:

- 9.5.1 The teacher must have been employed by the District for at least one (1) year.
- 9.5.2 For a woman, the leave of absence may begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said teacher shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin. She may be requested to include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. An expectant mother may continue to teach as long as her physician declares her capable of performing her regular full-time duties and may return to work following childbirth as soon as authorized to do so by her physician.
- 9.5.3 A man may take childrearing leave, subject to thirty (30) days notice to the District, beginning any time during the first year of a child's life.
- 9.5.4 Only one (1) such leave will be granted for any one child.
- 9.5.5 The same regulations which govern Other Leaves Without Pay shall apply to parental leave (9.7).

9.6 Child Bonding Leave

Employee is entitled to up to 12 workweeks of parental bonding leave under this section, unit members must be eligible for child bonding leave under the California Family Rights Act (CFRA) to the extent that he or she must have been employed by the District for at least 12 months, but need not have worked 1,250 hours in the 12 months prior to

commencing the leave. Paid leave used under this section shall run concurrently with unpaid CFRA child bonding or child rearing leave and with Family Care Leave.

For purposes of this section, "parental bonding" leave means child bonding or child care leave taken within the first 12 months following the birth of a child of the unit member or the placement of a child in the unit member's household for adoption or foster care.

Pursuant to Education Code section 44977.5, when an eligible unit member who has exhausted all paid sick leave, including accumulated sick leave, continues to be absent for purposes of parental bonding under the California Family Rights Act (CFRA; Government Code section 12945.2) he or she may use up to 12 workweeks of the leave set forth in Section 9.1.11 concurrently with the unpaid CFRA leave entitlement and Family Care Leave. Such leave shall be paid as set forth in Section 9.1.11.

For purposes of this paid parental bonding leave only, all sick leave and accumulated sick leave per 9.1.1, shall be used and exhausted before the leave provided in Section 9.1.11 may be utilized. The 12 workweeks shall be reduced by any sick leave, including accumulated sick leave, taken during a period of parental bonding pursuant to CFRA (Government Code Section 12945.2).

A unit member shall not be provided more than one 12 workweek period of paid absence for parental bonding leave in any 12-month period. However, if a school year terminates before the 12-week period is exhausted; the employee may take the balance of the 12-week period in the subsequent school year.

Leave taken pursuant to this section shall be in addition to leave taken by a unit member as a result of disabilities caused by or contributed to by pregnancy, childbirth, or related medical condition.

Any parental bonding leave must be requested in writing to the Superintendent a minimum of 30 days prior to the date the leave is proposed to commence.

9.7

Other Leaves Without Pay

Any tenured teacher shall be entitled to apply and be considered for a leave without pay of up to one (1) year.

- 9.7.1 At the time a leave of absence is granted, the Board of Education shall decide whether the employee will be reinstated to his/her former position or simply guaranteed reemployment.
- 9.7.2 Upon his/her return, the staff member will be reinstated with tenure, years of service, accumulated sick leave, and other benefits just as he/she would have been at the beginning of the leave of absence.
- 9.7.3 The Board may grant an employee up to one (1) year's leave for health reasons under this section.
- 9.7.4 The employee may retain health insurance, life insurance, and other benefits at his/her own cost with the approval of the insuring companies.
- 9.7.5 Both the governing board of any district and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence granted under the provisions.
- 9.7.6 The staff member on leave must signify his/her intent to return by May 1.

9.8 Military Leave

- 9.8.1 An employee shall be entitled to leave under this policy if he/she enters military service during a period of emergency declared by the President of the United States or during any war in which the United States is engaged.
- 9.8.2 The period of absence shall not count toward length of service classification but shall neither be construed as a break in the continuity of service for any purpose.
- 9.8.3 The returning employee is entitled to reemployment at whatever time the contract for his/her replacement, signed prior to notification to the District of the veteran's return, shall terminate.
- 9.8.4 A person employed to take the place of any employee on military leave

shall not have any right to such position following the return of such employee to the position.

9.8.5 Both the governing board of any district and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the District employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence granted under the provisions.

9.8.6 All employees who are members of the military reserve or the national guard shall request active duty assignments during periods when school is not in session.

9.9 Industrial Accident Leave

Leave of absence due to industrial accident or illness will be provided by the Tulare Joint Union High School District according to the following provisions:

9.9.1 The District will allow authorized industrial accident and illness leave of absence of sixty (60) days for persons employed in a position requiring certification qualification. The leave shall be applicable during the days when the employee would otherwise have been performing work for the School District in any one fiscal year for the same accident.

9.9.2 Allowable industrial accident and illness leave shall not be accumulated from year to year.

9.9.3 Industrial accident or illness leave shall commence on the first day of absence.

9.9.4 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.

9.9.5 When a person employed in a position requiring certification qualifications 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 temporary disability indemnity under Division 4 or 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

- 9.9.6 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 for the same illness or injury.
- 9.9.7 Upon termination of the industrial accident or illness leave, the employee shall be entitled to leave of absence for illness, and such leave 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.
- 9.9.8 Eligibility for industrial accident and illness leave shall be dependent upon having completed three (3) years of continuous employment from the beginning date of last employment.
- 9.9.9 Any employee receiving benefits as a result of this section shall, during period of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.

9.10 Maternity Leave

- 9.10.1 Female employees may use accumulated sick leave for disabilities caused or contributed to by pregnancy.
- 9.10.2 As soon as practical, an expectant mother should begin arrangement with the school principal for the anticipated time of absence from school.
- 9.10.3 An expectant mother may continue to teach as long as her physician declares her capable of performing her regular full-time duties and may

return to work following childbirth as soon as authorized to do so by her physician.

9.10.4 Disability for which sick leave days are utilized should be verified by a physician.

9.10.5 Time spent on maternity leave shall be accepted by the District for purposes of allowing a teacher's advancement on the salary schedule, provided that she has served 66% or more of that school year.

ARTICLE X: SUMMER SCHOOL

10.1 Teachers shall be notified of the District's intent to hold a summer school session prior to April 15 or as soon as it has been determined. This notice will include an invitation to teachers to apply for teaching positions.

10.2 The District shall make reasonable efforts to notify teachers of summer school/intersession assignments at least one month prior to the beginning of summer school/intersession, except that those assignments not established until later shall be announced as soon as determined.

10.3 The District shall hire the most qualified teachers who apply to teach summer school/intersession to fill summer school/intersession teaching positions. The term "qualified" shall be judged on the following factors:

10.3.1 Proper credentialing and/or major or minor in the teaching field(s).

10.3.2 Appropriateness of teaching experience in the subject(s) to be taught.

10.3.3 Pupil and instructional needs.

10.3.4 If the qualifications of the candidates are judged to be equal, District employees shall have the first right of refusal and District seniority shall be the deciding factor between District employees.

10.4 Summer school teachers shall receive one half-hour (½) of preparation time per day of instruction.

**ARTICLE XI: ADULT SCHOOL, HOME TEACHING, AND
INDEPENDENT STUDY PROGRAM**

- 11.1 Where an adult school course of instruction normally continues during periods not included within the regular employee calendar (Appendix A), the regular instructor of that course shall be granted the right of first refusal to continue to teach said course during said periods. The rate of pay for such additional service shall be on an hourly basis as set forth in Appendix C.
- 11.2 First considerations shall be given to qualified bargaining unit members in the staffing of all Adult School, Home Teaching, and Independent Study education instructional positions other than those staffed by regular adult school teachers. The rate of pay for all such positions shall be on an hourly basis in conformance with the pay schedule set forth in Appendix C.
- 11.3 A bargaining unit member who desires assignment to an Adult School, Home Teaching, or an Independent Study education instructional position shall submit an application for such position to the Program Director or Principal on forms to be made available at the Program or School Office. Once submitted, an application shall remain on file through the following June 30 and shall be reviewed and considered in the filling of each position for which the unit member is qualified.
- 11.4 Full-time Independent Study teachers shall be paid on the regular Teacher's Salary Schedule and will receive preparation time pursuant to 6.8.
- 11.5 Full-time Adult School teachers shall be paid on the Adult School/Part-Time Home Teaching/Part-Time Independent Study Salary Schedule and will receive preparation time pursuant to 6.8.
- 11.6 Part-time Adult School, Part-Time Home Teaching, and Part-Time Independent Study teachers shall be paid on the Adult School/Part-Time Home Teaching/Part-Time Independent Study Salary Schedule and shall receive no preparation time.

ARTICLE XII: PHYSICAL AND MENTAL EXAMINATIONS

- 12.1 At least once every four (4) years, each employee shall undergo tuberculosis risk assessment. If there are risk factors identified by way of the assessment an examination will be required which shall consist of either an approved intradermal tuberculin test or any other test for tuberculosis infection that is recommended by the federal Centers for Disease Control and Infection. As a condition of continuing employment, employee must be free of such disease.
- 12.2 The District may, when there has been evidence of good cause, require that any employee undergo a physical or mental examination as a condition of continuing employment.
- 12.3 The cost of such examinations shall be paid by the District.

ARTICLE XIII: TRANSFERS

- 13.1 A transfer refers to any Board action which results in the movement of a teacher from the position he/she holds on one school campus to another school campus.
- 13.2 Transfers may be teacher-initiated (voluntary) or board-initiated (involuntary).
- 13.3 Voluntary Transfers
- 13.3.1 A teacher may initiate a request for his/her own transfer from one school to another by submitting a written request for such transfer to the office of the principal of the school to which he/she wishes to transfer.
- 13.3.2 Requests for transfer shall be submitted on "Transfer Application" forms which shall be made available in the District office and at each school site. Information to be set forth on the form will include the teaching assignment and location in which the applicant is interested.
- 13.3.3 Applications for transfer may be submitted at any time during the schools' regular office hours.
- 13.3.4 A transfer application may be submitted in response to a particular opening that has been advertised in the District or simply for purposes of receiving consideration for vacancies as they occur. If the applicant

indicates on his/her form that he/she wishes only to be considered for a particular opening, his/her application form will be destroyed once that opening is filled; otherwise, the form will be kept on file for reference by principals when vacancies occur in their schools.

- 13.3.5 The principal of the receiving school, in consultation with the department head, shall be responsible for reviewing the requests for transfers, conducting the interviews, and making recommendations to the superintendent.
- 13.3.6 The principal, in consultation with the department head, may reject all transfer applications for a particular position and may recommend to the superintendent that the District seek other qualified candidates.
- 13.3.7 Regardless of how many employees request a transfer for a particular position, the principal, in consultation with the department head, in making his recommendations to the superintendent, shall consider the following selection criteria in arriving at a decision:
- 1) Pupil and instructional needs
 - 2) Employee qualifications
 - 3) Seniority in the District
- 13.3.8 Any employee who is denied a transfer may request and shall be granted a meeting with the principal and/or superintendent to discuss the reasons for denial.
- 13.3.9 As soon as the nature of the vacancy is known, all certificated staff shall be informed of any known certificated vacancy by electronic communication. Notices shall include the position description, location, grade level or subject matter assignment, credential requirement, and application deadline.
- 13.3.10 A person who wishes to be considered for a particular transfer shall submit a transfer application to the Human Resources Department at the

District Office on or before the closing date identified on the position vacancy notice.

13.3.11 Applicants shall be notified of hiring decisions on vacancies for which they have applied within a reasonable time after the decision is made.

13.3.12 No position shall be filled until after the closing date for applications specified on the listing of the vacancy.

13.4 Involuntary Transfers

13.4.1 A teacher shall be given notice as soon as reasonably possible of any administrative requests that he/she be transferred for the coming school year. Under usual circumstances, such notices shall occur by June 1.

13.4.2 If requested by the teacher, a meeting between the teacher and his/her current immediate supervisor (principal) will be held, and the teacher will be notified as to the reasons for the proposed transfer.

13.4.3 No teacher shall be involuntarily transferred for purposes of filling an existing vacancy if there is a qualified teacher with less seniority in the District. The term "qualified teacher" shall be judged on the following factors:

- 1) Proper credentialing and/or major or minor in the teaching field(s).
- 2) Appropriateness of teaching experience in the subjects to be taught.
- 3) Pupil and instructional needs.
- 4) If the qualifications of those involved are judged to be equal, District seniority shall be the deciding factor.

13.4.4 A teacher who must be involuntarily transferred shall have the right to indicate his/her preference and receive consideration for placement from among any vacancies that exist at the time or that become existent during the summer vacation period.

13.4.5 An involuntary transfer shall not result in the loss of salary classification

seniority or any fringe benefit to a teacher.

ARTICLE XIV: TEACHER SAFETY

- 14.1 The District shall make every reasonable effort to avoid requiring teachers to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.
- 14.2 The District shall provide each teacher with a copy of the District policy on student suspension/expulsion, and notify each teacher regarding students with serious misbehavior problems at the end of the first three weeks, the first nine weeks, the first semester, and the third nine weeks.
- 14.3 When, in the judgment of a teacher, a student's behavior represents a danger to the safety of the teacher and/or others and requires the attention of the principal, assistant principal, counselor, psychologist, physician, or other specialist, he/she shall so inform his/her principal or immediate supervisor. The principal or immediate supervisor shall arrange, as soon as possible, for a conference between himself/herself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- 14.4 A teacher shall immediately report cases of assault suffered by himself/herself in connection with his/her employment to his/her principal or other immediate supervisor who shall, with the teacher, immediately report the incident to the appropriate law enforcement authorities. If the principal or immediate supervisor is not present to take appropriate action, the teacher shall report the incident to the District Office immediately for appropriate action to be taken.
- 14.5 The superintendent or designee shall assist the teacher, upon request, in completing any written reports and, upon request, shall provide any information relating to the incident in possession of the District which is not privileged under the law.
- 14.6 The Association will have the right to appoint up to three members to the District Safety Committee with a standing item on the agenda.

ARTICLE XV: EVALUATION OF CERTIFICATED EMPLOYEES WITHIN THE DESIGNATED UNIT

- 15.1 Evaluation of all certificated employees will be made in accordance with the state laws on certificated employee evaluation and the evaluation procedure as required within the District's adopted policies and regulations by District-approved evaluators.
- 15.2 The District shall maintain a continuing program of performance evaluation. Improvement of the employee should be stressed at all times.
- 15.3 Written guidelines shall be maintained for each classification of certificated personnel. Employees subject to each set of guidelines shall be given the opportunity to participate in the formulation and periodic revision of the guidelines. The Association shall appoint the teacher representatives to any committee or group formed to formulate or revise these guidelines.
- 15.4 As a minimum, the guidelines must include:
- 15.4.1 The establishment of standards of expected student progress in each area of study and of techniques for the assessment of that progress.
 - 15.4.2 Assessment of certificated personnel competence as it relates to the established standards.
 - 15.4.3 Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.
 - 15.4.4 The establishment of procedures and techniques for ascertaining that the certificated employee is maintaining proper control and is preserving a suitable learning environment.
- 15.5 Adequate provision must be provided for follow-up counseling.
- 15.5.1 The evaluator must notify the teacher in writing of "unsatisfactory performance."
 - 15.5.2 The written notice of "unsatisfactory performance" must be clearly and comprehensively stated.
 - 15.5.3 The evaluator must actually "confer" with the teacher and make "specific

recommendations" on improvement of his/her performance.

- 15.5.4 The evaluator must "endeavor to assist" the teacher to upgrade his/her performance.
- 15.6 An evaluation shall be prepared each year for a probationary employee and at least every two years for permanent personnel. A copy of the written evaluation shall be distributed to all evaluated employees no later than 30 days before the end of the student year.
- 15.7 At least one classroom observation of no less than a class period shall be conducted for purposes of developing an evaluation. All classroom observation reports shall be included with the summary evaluation report for placement in the employee's personnel file.
- 15.8 The evaluated employee shall have the right to append a written reaction or response to his/her observation reports and summary evaluations. Such written statements shall be dated and will become a permanent attachment to the teacher's file.
- 15.9 Information of a derogatory nature shall not be entered, or filed, in the teacher's personnel file unless and until the teacher is given notice and an opportunity to review and comment thereon. A teacher shall have the right to enter and have attached to any such derogatory statement his/her own comments.
- 15.10 Any charge by a parent or citizen with regard to an action/inaction of a teacher that is considered serious enough to merit comment in the teacher's personnel file shall not be made a part of the teacher's personnel file unless the teacher has had opportunity to review the charge and to respond in writing at the time it is placed in the file.
- 15.11 Verification of a teacher's review of derogatory statements under 15.8 and 15.9 shall be determined by the teacher placing his/her initials on said statement. Initialing of statements by the teacher shall not be construed as acceptance or admission of guilt. Should the teacher refuse to initial the statement, a third party, in the presence of the teacher, shall verify that the teacher has had the opportunity to review the derogatory statement.
- 15.12 Personnel files shall be regarded as confidential and access shall be limited to such

officials as are mandated or permitted by law on a need-to-know basis.

- 15.13 Personnel files shall be available for inspection by the teacher and/or the teacher's representative when accompanied by signed authorization from the teacher during all reasonable hours.
- 15.14 Teachers shall have the right to petition the superintendent for removal and destruction of negative and derogatory materials from his/her personnel file. At any time when such material can be demonstrated to be erroneous or untrue, it shall immediately be removed from the personnel file and destroyed.

ARTICLE XVI: SCHOOL CALENDAR

- 16.1 All school calendars shall be negotiated in advance for one year beyond the current year. A committee composed of members selected by the Association and members selected by the Administration shall meet annually prior to October 1 to develop a calendar for the next school year(s) that will be recommended to the Association members to vote for adoption and final approval by the Board of Trustees.

ARTICLE XVII: CLASS SIZE

- 17.1 Class size and student/teacher ratio will be decided at the discretion of the Board of Education and the Administration, subject to the following conditions:
- 17.1.1 In the assignment of teachers and students to classes within a department, the principal will consult with the department head to ensure that staff recommendations and judgment be known and taken into consideration before assignments are made.
- 17.1.2 Class size during the regular school year at Tulare Union High School, Tulare Western High School, Mission Oak High School, and Accelerated Charter High School exclusive of aides, shall not normally exceed **thirty (30)** students per individual class, in all subject areas except Physical Education, Instrument and Vocal Music, and Drama II.

- 17.1.3 In the event the District determines that it is necessary to exceed the maximum numbers for the subject are as indicated in 17.1.2, the affected teacher shall be paid one dollar and fifty cents (\$1.50) per student per period per day for each student in excess of the individual class maximum OR one dollar and fifty cents (\$1.50) per student per day for each student in excess of the total daily contact maximum load. This provision shall become effective at the beginning of the second (2nd) register month for each year. It shall be the responsibility of the affected teacher to sign the request for such class size overage compensation within fifteen (15) school days after notification by the site administrator that such claims have been prepared for the first semester and within two weeks after the second semester. Notification shall be through email and the daily bulletin, which shall be run for three days after the claims have been made available at the end of the first semester and the last three days of school for the second semester.
- 17.1.4 All other class sizes and/or total teacher daily contacts in the District shall be determined by the school principal after consultation with the affected department.

ARTICLE XVIII: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 18.1 Upon appropriate, written authorization from the Association, the District shall deduct from the salary of any teacher and make appropriate remittance for dues.

ARTICLE XIX: EARLY RETIREMENT PROVISIONS

19.1 Part-Time Employment with Full Retirement Credit

- 19.1.1 An option for part-time employment is available for an eligible teacher to phase into his/her retirement program. The teacher and the District agree to contribute the full retirement payment that would have been contributed

if the teacher had been employed on a full-time basis.

19.1.2 In order to qualify for this provision, the employee must meet the following conditions:

19.1.2.1 The teacher must have reached the age of fifty-five (55) prior to reduction in workload and cannot continue past the year during which the teacher reaches age sixty (60).

19.1.2.2 The teacher must have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

19.1.2.3 The option of part-time employment must be exercised at the request of the teacher, approved by the District, and can be revoked only with the mutual consent of the District and the teacher.

19.1.2.4 The teacher shall be paid a salary which is the pro rate share of the salary the teacher would be earning had the teacher not elected to exercise the option of part-time employment. The teacher shall retain all other rights and benefits for which the teacher is eligible.

19.1.2.5 The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the teacher's contract of employment during his/her final year of service in a full-time position.

19.1.3 The employee shall receive health and welfare benefits in the same manner as a full-time employee.

19.1.4 Any teacher who is interested in participating in the program shall apply in the form of a State Teacher's Retirement (STRS) form and notify the District Superintendent no later than March 15. Said form will be

submitted to the Tulare County Office of Education and to STRS. Once approved by TCOE and STRS, the District shall schedule a meeting with each such teacher on or before April 30 to develop a mutually agreeable program for each teacher.

19.1.5 No teacher shall be pressured overtly or indirectly to participate in the part-time employment program.

19.1.6 Employees are limited to participation in only one (1) early retirement plan as provided by the District unless otherwise agreed to by the District.

19.2

Golden Handshake Retirement Provision

19.2.1 All certificated employees who are eligible for early retirement may apply to the Board of Trustees for additional years of service credit. If the Board of Trustees determines that the best interest of the District would be served by encouraging early retirement, it may grant up to two additional years of service credit to a certificated employee retiring under STRS.

19.2.2 Early retirement under this provision must:

19.2.2.1 result in a net savings to the District, or

19.2.2.2 result in a reduction in the number of certificated staff as a result of declining enrollment, or

19.2.2.3 result in the retention of certificated employees who are credentialed to teach in areas of teacher shortages.

19.2.3 The employee must have attained the age of fifty-five (55) on the effective date of retirement and must retire within the period of time of not more than one hundred twenty (120) days or less than sixty (60) days of the formal board action.

19.2.4 The employee must have fifteen (15) years or more of service in the District (exclusive of credit for unused accumulated sick leave) on the date of retirement and must request this provision from the District prior to March 1 each year.

- 19.2.5 The District will contribute to the State Teachers Retirement System an amount determined by STRS to be the present value of the increased allowance payable to the member.
- 19.2.6 The employee must fully retire under the service retirement provision of the STRS and will retain no further employment rights with the District.
- 19.2.7 Employees who retire under this provision will be afforded medical insurance (health only) in the same manner as made available to other eligible retirees of the District.
- 19.2.8 Employees are limited to participation in only one (1) early retirement plan as provided by the District unless otherwise agreed to by the District.

ARTICLE XX: FRINGE BENEFITS

20.1

Coverages

- 20.1.1 The District's maximum contribution toward health benefits shall not exceed \$16,656.60 for coverage from October 1 through September 30 of each year for each eligible full time employee (20 hours or more per week) and his/her eligible dependents for the base plan. ***Any cost in excess of the District's maximum contribution shall be paid for by the employee through monthly payroll deductions. ***For the term of this Agreement (July 1, 2021 - June 30, 2022) the SISC 90-E \$20 Rx 200/10-35 plan shall be designated as the "base plan" and shall not be modified.
- 20.1.1.1 Health insurance for each employee and his/her dependents.
- 20.1.1.2 Dental insurance for each employee and his/her dependents.
- 20.1.1.3 Vision insurance for each employee and his/her dependents.
- 20.1.1.4 \$10,000 life insurance for each employee only.

20.1.1.5 Annual wellness benefit for each employee and his/her dependents.

20.2

Retired Employees

- 20.2.1 For full time employees hired prior to July 1, 2014, the District shall continue to provide health insurance coverage for five years to those eligible full time bargaining unit members, retiring at age fifty-five (55) or older, who have been employed by the district for at least fifteen (15) years.
- 20.2.2 After exhausting district paid health benefits, a retiree will be entitled to remain in the District health insurance plan under the following conditions:
- 20.2.2.1 All retirees and spouses/domestic partners age 65 or older who are continuing enrollment on the district's medical plans for retirees are required to enroll in Medicare Parts A and B.
- 20.2.3 Entitlement to the medical insurance coverage under the conditions enumerated above shall continue throughout the lifetime of the retired employee.
- 20.2.4 The retiree exhausting district paid medical benefits will be required to pay for this coverage an amount equal to the cost for the same coverage to current employees. In addition, retirees will be eligible to purchase dental and vision coverage at an amount equal to the cost for the same coverage to current employees.
- 20.2.5 Dependents of a retiring employee eligible for District medical insurance as described under item 20.2.1, who were covered by the District plan at the time of the retirement of his/her spouse, will be eligible to continue health coverage at no additional cost to the retiree.
- 20.2.6 A retired employee (age fifty-five [55] or older) with less than fifteen (15)

years service to the District and his/her dependents at the time of retirement may elect to continue the District's medical insurance coverage at the current individual employee cost per person insured.

20.2.7 Any retiree who qualified to receive District-paid medical insurance upon retirement under Section 20.2.1.3 may remain on the policy by paying the current individual cost for a retiree.

20.2.8 This section (20.2) shall apply only to those persons who maintained their coverage under the District's health plan continuously since retirement.

20.3

Retiree Benefits for Employees Hired On or After July 1, 2014 – 401(a)

20.3.1 Full time bargaining unit employees hired on or after July 1, 2014, shall not be eligible for District Paid Retiree Health Insurance coverage as set forth under paragraph 20.2.1 of this Article.

20.3.2 Full time bargaining unit members hired on or after July 1, 2014, shall participate in the district provided 401 (a) supplemental retirement plan (Plan) as provided herein:

20.3.2.1 The District will contribute three thousand dollars (\$3,000.00) annually for each eligible full time bargaining unit employee for years one (1) through twenty (20) of District employment.

20.3.2.2 The supplemental retirement benefit shall become available to those eligible full time bargaining unit members, retiring at age fifty-five (55) or older, who have been employed by the District for at least fifteen (15) years.

20.3.2.3 Administration of the 401(a) plan shall be in accordance with Internal Revenue Service requirements for 401(a) plans.

20.3.2.4 The Parties agree that the creation of the 401(a)

plan set forth herein is subject to approval by the Internal Revenue Service (IRS). If the IRS does not approve the plan, either in part or in full, the Parties agree that they will meet to negotiate modifications to the Plan language per IRS requirements. If the Parties are unable to agree to language changes that conform to IRS requirements, the Retiree Health Insurance Coverage under Article XX (CBA 2013-2014) shall become available to eligible bargaining unit members retroactive to their date of hire.

20.3.2.5 The Parties agree that CTA will be entitled to equal representation on any committees formed as a result of the creation of the District's CTA 401(a) plan. For example, a six member committee made up of CTA and management representatives shall consist of three CTA members and three management members. A six member committee made up of CTA, CSEA, and management representatives shall be made up of two members from each group.

20.4

Additional Eligibility Provisions

20.4.1 Should the employment of a teacher who has been employed for seventy-five percent (75%) of the year terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continued District-provided coverage under employee benefits listed in this article until September 30 of the ensuing school year.

20.4.2 In the event that a terminating employee does not meet the seventy-five

percent (75%) requirement specified in 20.3.1 above or should an employee's employment terminate during the school year, he/she shall be entitled to continued coverage under the above provisions until no later than the end of the payroll period following the date of termination.

20.4.3 A part-time employee (twenty [20] hours or more per week) on a regular contract shall receive the full fringe entitlement for insurance coverages described in paragraph 20.1 above.

20.4.4 A teacher on a board-approved unpaid leave of absence may continue, on a month-to-month basis, the insurance coverages described in paragraph 20.1 above, provided that he/she pay to the District in advance of the established due date, the full monthly premium for said coverages.

20.4.5 Dependents of any employee who has been in the District for three (3) years or more and who deceases while in the District's employ shall be entitled to continue health insurance coverage at the District's expense until October 1 of the year in which the employee deceased.

20.4.6 A deceased retiree's spouse, who was covered under the District's medical insurance at the time of the retiree's death, may remain on the District's medical insurance by paying the current individual cost for a retiree.

20.4.7 Full-time certificated staff under fifty-five (55) years of age who have served twenty (20) years or more in the District and are declared totally disabled by STRS may elect to remain on a modified health (medical only) plan provided through the District's self-insurance program until age sixty-five (65) by paying a fee to be set annually by the Tulare Area Schools Benefit Authority. Benefits provided under this section shall be deemed secondary to any other coverages.

20.5

Miscellaneous

20.5.1 A teacher may participate in STRS registered tax-sheltered annuities of his/her choice with the District providing payroll deductions for this

purpose.

- 20.5.2 All immunizations mandated by the District shall be paid for by the District.
- 20.5.3 All medical examinations mandated by the District shall be paid for by the District.
- 20.5.4 Provision 20.4.2 and 20.4.3 shall not apply to pre-employment requirements.
- 20.5.5 An electronic health plan booklet will be made available through the district website. Online information needs to be updated no later than October 1st with the current plans for each calendar year.
- 20.5.6 The District agrees to establish a Section 125 Plan for purposes of premium conversion, dependent child care, and out-of-pocket medical expenses. All costs associated with the implementation and operation of the Section 125 Plan will be paid by the participating employees. Enrollment in the premium conversion portion of the Section 125 Plan is considered an automatic election to pay for those premiums with pre-tax dollars, unless the employee affirmatively elects to pay for the cost coverage with post-tax dollars. To exercise the right to pay for the cost of premiums with post-tax dollars, the employee must file a written election by completing the Premium Open Enrollment Form with a post-tax payment election and deliver all copies of the original form to the district office payroll department.

ARTICLE XXI: TEACHER TRAVEL

- 21.1 To the extent that it is possible for best utilization of staff, members of the bargaining unit shall not be assigned to more than one (1) work site so as to require interschool travel during the school day.
- 21.2 A teacher who receives authorization and agrees to use his/her own vehicle in the

performance of duties for the District, whether for travel from one (1) assigned work site to another, for field trips, or for any other business of the District, shall be reimbursed on a monthly basis at the rate per mile currently allowed by the Internal Revenue Service (IRS) for all such travel.

21.3 For authorized travel outside the District, an employee should first request the use of a District vehicle. If one is not available see section 21.2. If one is available, he/she should use such vehicle in lieu of using his/her private vehicle. If a District vehicle is available and the employee chooses to use his/her private vehicle, the employee will be reimbursed for actual fuel costs based on the following formula:

- Miles divided by m.p.g. of employees vehicle times price per gallon
- Receipts required

ARTICLE XXII: MISCELLANEOUS PROVISIONS

22.1 Within thirty (30) calendar days of the ratification of this agreement, the District will post all changes to the contract on the District website. Each employee in the bargaining unit shall be notified by the Association President of any changes and Memorandums of Understanding (MOU) agreed to by the parties of this agreement during the term of this agreement. Each new employee will be informed during orientation by the District of the availability of the contract and how to access online copies.

22.2 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

22.3 Tax/Retirement Liability. Neither the District nor CTA make any representation or warranty with respect to the tax or retirement consequences of this Agreement, including but not limited to whether service or specific forms of compensation are creditable for retirement purposes. All unit members shall be responsible for their own tax and retirement planning.

ARTICLE XXIII: CONCERTED ACTIVITIES

- 23.1 There will be no strike, work stoppage, or slow down; no urging students or other employees to participate in a strike, work stoppage or slow down; or no picketing during hours school is in session or within one-half hour of when school is in session during the term of this Agreement.
- 23.2 In the event of a strike, work stoppage, slow down, or other interference with the educational program of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 23.3 It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the District.
- 23.4 In the event of a strike, work stoppage, slow down, or other interference with the educational program of the District, the District may refuse to collect Association dues.

ARTICLE XXIV: LAYOFF

- 24.1 In addition to the causes for reduction in certificated employees listed in Education Code, Section 44955, the District may lay off certificated employees when a lack of funds is determined to exist. The procedures shall be those set forth in Education Code, Sections 44949 and 44955.

ARTICLE XXV: VEHICLE VANDALISM PROTECTION

- 25.1 The District shall provide limited protection for an employee's vehicle against acts of vandalism while the employee is on duty or while the employee is on District-assigned adjunct supervision duties.
- 25.2 A maximum of five hundred dollars (\$500.00), or the actual cost of the damage if less than five hundred dollars (\$500.00), will be paid on any single incident vandalism claim. Claims may not be paid from this fund if the employee's insurance covers the loss. An employee shall complete a District vandalism report form and submit it to his/her

principal by the end of the school day following the day the vandalism occurred. The principal shall then submit the form to the Superintendent. The Superintendent or his/her designee shall normally rule on the approval/ disapproval of each claim. In unusual cases, the Superintendent may request the assistance of one (1) site administrator and two (2) teachers in arriving at a decision.

**ARTICLE XXVI: DISMISSAL PROCEDURES FOR NEW PROBATIONARY EMPLOYEES
DURING SCHOOL YEAR**

26.1 Application

This procedure applies to the dismissal during the school year of certificated employees whose probationary period commenced during or after the 1983-84 school year.

26.2 Notice of Dismissal

26.2.1 A Notice of Dismissal shall be given by the Superintendent or the Superintendent's designee at least thirty (30) calendar days prior to the effective date of such action and no later than March 15 of the employee's second probationary year.

26.2.2 The Notice of Dismissal shall include a statement of reasons for such action with sufficient particularity to permit the employee to prepare a defense and notice of the opportunity to appeal. In the event of a dismissal for unsatisfactory performance, a copy of the evaluation conducted pursuant to the Stull Act (Ed. Code, 44664) shall accompany this notice.

26.3 Service of Notice

The written Notice of Dismissal shall be served by registered or certified mail or by personal service.

26.4 Grounds for Dismissal

26.4.1 Unsatisfactory performance as determined by an evaluation conducted in

accordance with the Stull Act (Ed. Code, 44660-44665) and any current policy, if applicable, or negotiated contract provisions.

26.4.2 Any one or more of the causes specified in Education Code, Section 44932.

26.5 Request for Hearing

The employee shall file a written request for hearing within fifteen (15) calendar days of receipt of the Notice of Dismissal. Filing means receipt in the office designated no later than regular close of business on the last day of the filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing, and the proposed action shall be effective upon action by the governing board without notice of hearing except as may be required in a board meeting agenda.

26.6 Conduct of Hearing

26.6.1 Whenever a hearing is requested as provided above, the governing board shall decide in its discretion whether to conduct the hearing itself or refer it to a hearing officer.

26.6.2 Non-substantive procedural errors committed by the District, the hearing officer, or the governing board shall not affect the decision unless the errors are prejudicial.

26.7 Decision of the Governing Board

The decision of the governing board (i.e., in cases in which the board itself presided over the hearing) shall be in writing and shall state findings of fact and determination of the issues.

26.8 Recommended Decision of the Administrative Law Judge

If a hearing officer presides over the hearing, his/her recommended decision shall be in writing and shall state findings of fact and determinations of the issues.

26.9 Review by the Governing Board

The governing board, at its next meeting which in not less than five work days after the recommended decision of the hearing officer is received at the District office, shall act upon that recommended decision. If the board decides not to approve an adverse recommended decision or decides to modify a recommended decision, it shall review the transcript of the proceedings, review the exhibits, and listen to oral argument, if requested, as to the sufficiency of cause.

26.10 Judicial Review

Judicial review may be had by filing a petition for writ of mandate in Superior Court within fifteen (15) days of the effective date of the governing board's decision.

ARTICLE XXVII: UNIT MEMBER DISCIPLINE

27.1 Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code. Discipline for less than dismissal shall be for "just cause" imposed in accordance with the following procedures.

27.2 Certificated employees may be disciplined only for "just cause" resulting from violations of the Education Code, breach of contract, violations of other laws or regulations, or for violations of board policies and administrative regulations.

27.2.1 The need to review footage of any security camera where employee discipline may arise must be triggered by an incident report.

27.3 The formal discipline procedures set forth in 27.3.3 of this Article generally will be used only if the District has progressed through either "Step 1 -- Discipline -- Verbal or Written Warnings" or "Step 2 -- Discipline -- Written Reprimands", except for conduct which is of such a nature that it injures or threatens to injure the safety of pupils, employees, or others, or causes substantial disruption to the educational program, or as otherwise required or provided by law. Immediate suspension with or without pay may be utilized by the District for those reasons specified in the Education Code.

27.3.1 Step 1 -- Discipline -- Verbal or Written Warnings

At the time a Verbal or Written Warning is given, the principal or immediate supervisor shall discuss and clarify the specific violation, act, and/or omission with the employee. The employee shall be given clear direction as to the District's expectations and requirements for improvement.

27.3.2 Step 2 -- Discipline -- Written Reprimands

If the conduct warrants a written reprimand or if an employee repeats the specific violation, act, and/or omission for which a Verbal or Written Warning has been given, or fails to take the required pro-active corrective measures, or commits a separate violation, act, and/or omission, then the site principal shall administer a Written Reprimand to the employee which shall be entered into the employee's personnel file. If a Written Warning had previously been issued, the Written Warning shall be attached to the Written Reprimand and also placed in the employee's personnel file.

27.3.2.1 The District shall attempt to follow "Step 1 -- Discipline -- Verbal or Written Warnings" prior to issuing "Step 2 -- Discipline -- Written Reprimands", but shall not be required to do so if the employee's conduct justifies a Written Reprimand without a prior warning.

27.3.2.2 Two years from its effective date, and upon written request from the employee, written reprimands in the employees personnel file shall be sealed. The sealed reprimand shall only be accessible to the employee, Superintendent, and Assistant Superintendent of Human Resources.

27.3.3 Step 3 -- Discipline -- Suspension Without Pay

If an employee repeats a specific violation, act, and/or omission for which a Verbal or Written Warning or Written Reprimand has been given, or fails to take the required pro-active corrective measures, or commits a separate violation, act and/or omission justifying initial "Step 3 -- Discipline", then the superintendent or his designee shall recommend appropriate discipline up to and including a fifteen (15) day suspension without pay. Suspensions without pay shall be made subject to the following:

- 27.3.3.1 Prior to administering suspension without pay, the District shall provide notice to the employee and give the employee an opportunity to meet with the superintendent/designee. "Notice of Suspension" without pay shall include a statement of the violation(s), incident(s), and/or misconduct forming the basis for disciplinary action, and a statement of the discipline to be imposed. The employee shall be given five (5) working days within which to reply, in writing. The proposed suspension without pay shall not be imposed until after the employee's written reply has been received and given consideration by the superintendent/designee, or until the time for filing a written reply has expired.
- 27.3.3.2 The suspension without pay shall be subject to a disciplinary hearing, upon request of the employee. An employee shall be entitled to a hearing on such discipline only if a written request is filed by the employee with the superintendent not later than ten (10) school days of receiving the "Notice of Formal Discipline". If the employee files a written request for a hearing any time within the ten (10) school day period, a hearing must be

held within the ten (10) school day period from the day the district received the request from the employee. If no hearing request is timely filed, the District shall administer the suspension without pay during the next pay period.

27.3.3.3 A disciplinary hearing on a recommended suspension without pay shall be held before the Governing Board. The decision of the Governing Board shall be in writing and shall be final.

27.3.3.4 Pending a disciplinary hearing on a recommended suspension without pay, except as otherwise required or permitted by law, any suspension of an employee shall be with pay.

27.4 Suspensions may be without pay, but shall not reduce or deprive the unit member of health and welfare benefits.

27.5 At any step in the discipline process, the employee is entitled to be represented by a representative of the Association, or anyone of his/her choosing.

27.6 The elements of the discipline process shall be administered as soon as reasonably possible in relation to the questioned acts or omissions.

27.7 Nothing in this Article shall preclude the District and an employee from agreeing to a specific type of level of discipline.

27.8 Nothing in this Article shall preclude an employee from responding in writing to any derogatory written material placed in an employee's personnel file.

27.9 Discipline pursuant to this Article shall not be subject to the grievance process, but the district shall notify the association in a timely manner of any disciplinary action taken **under sections 27.3.2 and 27.3.3** against any unit member without disclosing the unit member's name.

27.10 No grievance can be filed on the content of an evaluation or a letter of reprimand.

ARTICLE XXVIII: SPECIAL EDUCATION

- 28.1 The District and Bargaining Unit will form a standing committee consisting of eight (8) members, four (4) appointed by the district and four (4) appointed by the bargaining unit. The committee will meet three (3) times per year chaired by the Director of Special Education to review and discuss District wide special education concerns in various areas to include class size, support of mainstream students, and instructional aide support. Issues related to notification of placement of students with exceptional needs, caseload notification, and access to IEP's will be addressed through the standing committee.
- 28.2 A Special Education teacher employed within the Special Education Department for less than full time shall have his/her teacher of record caseload computed as a proportion of the maximum allowable caseload as shown below. The teachers' prep period shall not be included in the calculations.

<u># Periods in Sp.Ed.</u>	<u>Percentage</u>	<u>#Students on Caseload</u>	<u>Waiver Caseload</u>
6	100%	28	32
5	84%	24	27
4	67%	19	21
3	50%	14	16
2	33%	9	11
1	17%	5	5

The waiver must be obtained prior to the assignment of additional students to the special education teachers caseload.

ARTICLE XXIX: HOMEWORK LAB

- 29.1 Athletic Coaches who teach an Athletic Physical Education course, will exchange 50% of one semester for one (1) of their preparation periods to supervise a Homework Lab. Homework Lab is exempt from student contact calculations for class size overage. Teachers cannot supervise/oversee more than two (2) quarters of Homework Lab.
- 29.1.1 Any teacher assigned to a Homework Lab shall be paid \$66.67 for everyday they are assigned to oversee the Homework Lab per 9 week grading session.
- 29.1.2 Stipends shall be paid on the end of month normal paycheck in November, January, March, and May.

ARTICLE XXX: ATHLETIC PERIOD

- 30.1 The athletic period(s) will be offered to sports with 16 or more student-athletes. Class enrollment over 60, 2 teachers assigned to that period max. Class with enrollment of students over 100 will be given a 3rd coach, Class with enrollment of students over 150 will be given 4th coach.
- 30.2 The following sports will be combined into one Co-ed Athletics period: tennis, swimming, and cross-country. If these teams have separate on-campus head coaches, the coaches involved will split the assignment.
- 30.3 Athletic periods will be taught by the head coach.
- 30.3.1 If the head coach is unable to teach the athletic period, an assistant coach may teach the class.
- 30.4 Priority List for the following sports has been determined at the start of the 2018-2019 school year. The list will be subject to review each year.
- A. Football
 - B. Track
 - C. Baseball/Softball
 - D. Basketball

- E. Volleyball
- F. Soccer
- G. Wrestling
- H. Tennis
- I. Swimming
- J. Water Polo
- K. Cross Country
- L. Golf
- M. Diving
- N. Cheerleading

ARTICLE XXXI: RATIFICATION

In witness whereof the parties hereto have caused this Agreement to be signed by the President of the Association and the Superintendent of the Tulare Joint Union High School District on the day and year written below.

Ratified by the Board of Trustees June 17, 2021.

Ratified by the Association June 2, 2021.

Date Signed: _____

/s/ Antonio Rodriguez

Antonio Rodriguez
 Superintendent
 Tulare Joint Union High
 School District






/s/ Mike Mederos

Mike Mederos
 Lead Negotiator, Tulare Joint Union
 High School Teachers
 Association

Tulare Joint Union High School District									
School Calendar for 2021-2022									
Month	M	T	W	TH	F	Instructional Days	Staff work Days	Significant Dates	Explanation
August 2021	2	3	4	5	6	14	3	August 9-11	First Teacher Duty Days
	9	10	11	12	13			August 12	First Day of School
	16	17	18	19	20				
	23	24	25	26	27				
	30	31						August 31	Back to School Night (Minimum Day)
September 2021			1	2	3	20	0	September 6	Labor Day
	6	7	8	9	10			September 15	Fair Day
	13	14	15	16	17				
	20	21	22	23	24				
	27	28	29	30					
October 2021					1	21	0	October 8	9-Week Grading Period
	4	5	6	7	8			October 13	PSAT Minimum Day
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29				
November 2021	1	2	3	4	5	16	0	November 11	Veteran's Day
	8	9	10	11	12			November 22-26	Thanksgiving Holiday
	15	16	17	18	19				
	22	23	24	25	26				
	29	30							
December 2021			1	2	3	11	1	December 16	Teacher Duty Day (1st Semester - 82 days)
	6	7	8	9	10			December 17 -	Winter Vacation
	13	14	15	16	17			January 7	
	20	21	22	23	24			January 7	
	27	28	29	30	31			January 17	Martin Luther King Day
January 2022	3	4	5	6	7	15	0	January 17	Martin Luther King Day
	10	11	12	13	14				
	17	18	19	20	21				
	24	25	26	27	28				
	31								
February 2022		1	2	3	4	18	0	February 7	Lincoln's Birthday
	7	8	9	10	11			February 14	President's Day
	14	15	16	17	18				
	21	22	23	24	25				
	28								
March 2022		1	2	3	4	23	0	March 18	9-Week Grading Period
	7	8	9	10	11				
	14	15	16	17	18				
	21	22	23	24	25				
	28	29	30	31					
April 2022					1	15	0	April 11 - April 18	Spring Vacation
	4	5	6	7	8				
	11	12	13	14	15				
	18	19	20	21	22				
	25	26	27	28	29				
May 2022	2	3	4	5	6	21	0	May 30	(2nd Semester - 98 Days)
	9	10	11	12	13			May 30	Memorial Day
	16	17	18	19	20				
	23	24	25	26	27				
	30	31							
June 2022			1	2	3	6	1	June 8	Last Day of School
	6	7	8	9	10			June 9	Last Teacher Duty Day

Total Student Instructional Days: 180
 4 Minimum Days- August 31, October 13, June 7 & June 8
 Graduation- Tulare Union- June 7, 2022; Mission Oak- June 8, 2022; Tulare Western- June 9, 2022

Approved: 10/17/19
 Revised: 11/27/19

-  - Legal Holiday
-  - Teacher Duty Day (no school)
-  - Board Holiday
-  - Grade Periods
-  - Non-School Day

**TULARE JOINT UNION HIGH SCHOOL DISTRICT
SALARY SCHEDULE
2021-2022**

STEP	DSC* with less than BA	A	B	C	D	E
		BA + 15	BA + 30	BA + 45	BA + 60	BA + 60 w/ MA
1	\$61,203	\$61,203	\$61,203	\$61,203	\$63,160	\$68,541
2	\$61,203	\$61,203	\$61,203	\$61,203	\$65,654	\$71,023
3	\$61,203	\$61,203	\$61,203	\$61,203	\$68,132	\$73,518
4	\$61,203	\$61,203	\$61,203	\$65,475	\$70,616	\$75,998
5	\$61,203	\$61,203	\$63,181	\$67,959	\$73,097	\$78,479
6	\$61,977	\$61,977	\$65,673	\$70,437	\$75,589	\$80,973
7	\$64,479	\$64,479	\$68,155	\$72,930	\$78,058	\$83,441
8	\$66,951	\$66,951	\$70,625	\$75,392	\$80,543	\$85,924
9	\$69,433	\$69,433	\$73,107	\$77,883	\$83,010	\$88,404
10	\$71,926	\$71,926	\$75,597	\$80,375	\$85,503	\$90,889
11			\$78,073	\$82,847	\$87,997	\$93,369
12			\$80,563	\$85,339	\$90,469	\$95,861
13			\$83,045	\$87,810	\$92,962	\$98,343
14			\$85,523	\$90,300	\$95,444	\$100,824
15			\$88,025	\$92,783	\$97,925	\$103,305
16				\$94,024	\$100,407	\$105,797
17				\$97,056	\$107,282	\$112,755
26	\$73,231	\$73,231	\$89,330	\$98,361	\$108,587	\$114,060

*Designated Subject Credential (DSC)

MISCELLANEOUS PROVISIONS

1. \$1,583 for M.A. (prior to Class D and E); \$1,762 for Ed.D. or Ph.D.
2. Emergency credential may not pass Class A, Step 10
3. Cannot advance beyond Step 2 on Column A with less than B.A. +15.

SB 813 MINIMUM SALARY PROVISION

For the 2021-2022 year, the SB 813 minimum teacher salary shall be \$61,203
provided the employee is teaching in the regular high school program.

EXTRA CURRICULAR AND SPECIAL PROGRAM SALARIES

Please refer to Appendix "C".

DATE OF PAYMENTS

The District will process salary payments in accordance with the Tulare County Office of Education Uniform Salary Payment Schedule.

Approved 6/17/21

APPENDIX C

2021-2022			Advisor Stipends
Coaching Stipends			
Factors based on B-5 of the Base Salary Schedule			
\$65,274.00			
Head Varsity Football Coach (1)		Student Activity Director	\$7,180
	\$6,201	Band Director	\$5,548
Head Coaches of:	Head Coaches of:	Assistant Coaches of:	
\$5,548	\$4,896	\$4,373	Senior Class \$4,047
Baseball	Cheerleading	Baseball	Student Store
Basketball	Cross Country	Basketball	Newspaper
Soccer	Golf	Cheerleading	Yearbook
Track	Swimming	Cross Country	FFA
Softball	Tennis	Football	Head Campus Supervision
Volleyball	Water Polo	Golf	Play Director
Wrestling	Frosh Football	Soccer	Chorus
	JV Football	Softball	Pep Squad
51 total stipends per site	Assistant Varsity Football	Swimming	Wellness Coordinator
		Tennis	\$3,329
		Track	
		Volleyball	
		Water Polo	
		Wrestling	
Department Head Stipends			
1-12 Sections in the Department	\$2,282	Stage Band	
13-22 Sections in the Department	\$2,696	Junior Class	
23-32 Sections in the Department	\$3,319	Sophomore Class	
33-42 Sections in the Department	\$3,933	Freshmen Class	
43-52 Sections in the Department	\$4,565	Band Auxiliary	
53-65 Sections in the Department	\$5,187	AVID Coordinator	\$3,133
66-79 Sections in the Department	\$5,811	CSF	
80+ Sections in the Department	\$6,431	Character Counts	
		Link Crew	
		Assistant Pep Squad	
		Web Master	
		Campus Supervision	\$2,807
		Academic Decathlon	
		Forensics	
		Mock Trial	\$2,480
		Science Olympiad	
		Cyber Quest	
		History Day Coach	
Alternative Sites (TPHS, ACHS, SVCHS, and TAS)			
Director of Student Activities - TPHS, ACHS, and SVCHS	\$1,958	Photography	
Coaching - TPHS, ACHS, and SVCHS - 4 per site	\$1,632	FBLA	\$1,567
Newspaper Advisor - TPHS, ACHS, and SVCHS	\$1,305	FHA/HERO Club Advisor	
Yearbook Advisor - TPHS, ACHS, and SVCHS	\$1,305		
PLC Leads - TAS	\$750		

Approved 6/17/2021

TULARE JOINT UNION HIGH SCHOOL DISTRICT

**Base Salary Schedule - 185 days
2021-2022**

Step	2021-2022
1	\$55,681
2	\$58,158
3	\$60,546
4	\$62,907
5	\$65,274

Summer School Salary Schedule

Requirement: Any qualified Credential with a BA Degree. Beginning 2007, Summer School will be paid at the rate of the teacher's hourly pay based on their placement on the teacher salary schedule, calculated as follows: Salary divided by 185 days divided by 8 hours = Summer pay per hour.

Adult School/Part-Time Home Teaching/Part-Time Independent Study Salary Schedule

Requirements: Any valid credential

Hourly Rate

Step	2021-2022
1	\$46.96
2	\$49.05
3	\$51.06
4	\$53.05
5-7	\$55.05
8-14	\$57.77
15-16	\$60.64
17	\$63.64

[Hourly Rates are established at .000843305 of Steps 1-5 of the above Base Salary Schedule]

EXTRA DUTY ASSIGNMENTS

Extra Duty Assignments listed in Appendix "E" are factored off Steps 1-5 of the above Base Salary Schedule

INSERVICE EDUCATION

Inservice education for certificated staff approved within the District's guidelines shall be compensated at 75% of Step 1 of the Adult School/Home Teaching/Independent Study Salary Schedule. For the 2021-2022 school year, the rate is \$35.22.

DATE OF PAYMENTS

The District will process salary payments in accordance with the Tulare County Office of Education Uniform Salary Payment Schedule.

Approved 6/17/21

SALARY CONTROLS

1. Rules Governing Placement Upon the Salary Schedule
 - a. A teacher new to the Tulare Joint Union High School District without previous experience will be classified according to the requirements set forth on the Basic Salary Schedule (Appendix B) and will be placed on the appropriate step.
 - b. Teachers who possess a credential will receive year for year credit on the Certificated Salary Schedule for outside teaching experience.
 - c. All teachers shall be allowed to transfer all accrued years of service to additional teaching assignments in adult school, independent study, summer school, or home teaching.
2. Rule Governing Approval of Units for Advancement
 - a. All units, except those specifically provided hereinafter, must be acquired from an accredited college or a university accredited by a regional college accrediting agency, unless prior District approval is obtained.
 - b. All units earned beyond the bachelor degree must be upper division or graduate level courses. Lower division courses may be approved under the following conditions:
 - i. The course or courses must be approved in advance by the Superintendent or designee.
 - ii. Lower division courses in mathematics, foreign language, and physical science not included in a teacher's undergraduate program may generally be considered an essential part of a teacher's program of improvement.
 - iii. Other lower division courses may be approved if they present new information in the teacher's field, which were not available during his/her undergraduate years, or which bolsters a limitation in the teacher's prior training.
 - c. Any exception to the above requirements must receive written approval from the District superintendent before it will be considered. The request must be accompanied by a

written explanation of why the exception should be granted.

- d. If the school principal has recommended a pattern of course work to be undertaken by a teacher, units which are not within this pattern may not be approved until after the recommended work has been completed.
- e. If no recommendation has been made, graduate or upper division units in a teacher's teaching field, or a closely related field, in general professional courses, or in a closely related field, will be automatically approved except in cases of duplication.
- f. Other units must be approved by the District Superintendent, the school principal, or the District salary committee.
- g. The number of units which can be earned for salary schedule credit while school is in session (exclusive of summer school) will be limited to two classes each semester unless prior approval is obtained from the District superintendent. Approval for more units will be given only for special circumstances. An absolute maximum of twelve semester units per year while school is in session can be approved.

3. Advancement from One Class to Another

- a. The District should be notified of the intent of the employee to advance in class as early as possible but no later than September 1. In order to advance from one salary class to another, an official transcript containing credits must be presented to the Human Resources office prior to September 30 of each calendar year.
- b. In advancing to a higher class, a teacher shall be given full credit for each step previously earned.
- c. A teacher shall not be advanced to a higher class until the school year beginning after the appropriate number of units for advancement have been earned.
- d. Teachers possessing only a provisional credential shall not be permitted to advance beyond Class A, step 10.

4. Bonuses

M.A. Degree - For 2021-2022, add \$1,583 to annual salary for possession of Master's degree when placement is on other than Column D or E. Ed.D. or Ph.D. Degree - For

2021-2022, add \$1,762 to the annual salary.

5. Extended Year Contracts

Library Media Specialists shall work ten (10) days at regular salary beyond the teacher work year.

6. Agriculture Program

Effective July 1, 2014, each full time teacher assigned to the Agriculture Department shall be eligible for an "Agriculture" stipend for performing Agriculture related duties outside of the regular school day and during summer vacation. The Agriculture Stipend shall be paid on the Adult School/Home Teaching/Independent Study Salary Schedule. Agriculture Teachers will be required to work and document on a time sheet submitted monthly, a minimum of 253 hours to receive the full stipend.

Seventy-three (73) hours may be worked while in regular school session. One hundred eighty (180) hours are to be worked during non school days in June, July, and August.

All hours worked must be for agricultural related purposes including, but not limited to, FFA activities and supervision of students projects. All hours worked under this provision must be preapproved by the Superintendent or his/her designee. Each Agriculture teacher must provide the District Office designee with a monthly time sheet which must include date, time, student names, project description, and location.

Effective July 1, 2014, each full time teacher assigned to the Agriculture Department shall be eligible for an "FFA Advisor" Stipend for performing FFA related duties outside of the regular school day and during summer vacation. The FFA Advisor Stipend shall be on the Special Services Schedule and paid at a multiplier of .057% on Column B of the Base Salary Schedule.

ADDITIONAL ALLOWANCES

(ALL EXTRA DUTY ASSIGNMENTS ARE ONE YEAR APPOINTMENTS BY THE BOARD OF EDUCATION)

1. The Certificated staff will be paid stipends as follows:
 - A. Fall Sports: 1/3 payment in September, 1/3 payment in October, and 1/3 payment in November
 - B. Winter Sports: 1/3 payment in December , 1/3 payment in January, and 1/3 payment in February
 - C. Spring Sports: 1/3 payment in March, 1/3 payment in April, and 1/3 payment in May
 - D. Campus Supervision, Miscellaneous positions, and Department Heads will be paid monthly September through June
 - E. Subject Matter Lead – up to fourteen (14) per comprehensive site: \$750 annually.
 - F. Induction Support Providers \$2,000 annually.
 - G. Intern Support Mentors \$1,000 annually.
 - H. 3 PLC leads Tulare Adult School: \$750 annually.

Dollar amount of annual salaries for the following extra duty assignments shall be determined by applying factor shown to Step 5 found in the Basic Salary Schedule (Appendix C).

Athletics

.095	Head Football Coach
.085	Head Coaches of Baseball, Softball, Basketball, Track, Wrestling, Volleyball, and Soccer
.075	Head Coaches of Cheerleading, Tennis, Swimming, Water Polo, Golf, Cross Country, Varsity Assist. Football, Head JV and Freshman Football
.067	JV and Freshman Assist. Coaches of Football; Assistant Coaches of Track, Wrestling, Basketball, Baseball, Softball, Cheerleading,

Cross Country, Golf, Soccer, Swimming, Tennis, Volleyball, and Water Polo

.025 Coaching Stipends; 4 per site (TPHS, ACHS, and SVCHS) (12 total)

Campus Supervision

.052 Coordinator of Campus Supervision

.043 Campus Supervision

Miscellaneous Positions

.110 Director of Student Activities

.085 Director of Marching and Concert Band

.062 Class Advisor: Senior; Student Store Advisor

.057 Newspaper Advisor (**eight** issues annually); Yearbook Advisor; FFA

.052 Director of Performing Chorus (at least **six** public performances per year); and Play Director (at least **one fall** and **one spring** production)

.051 Wellness Coordinator (position deleted if special drug/alcohol/tobacco grant is unfunded)

.048 Class Advisors: Freshman, Sophomore, Junior; Band Auxiliary; Director of Stage (Jazz) Band (at least **six** public performances per year); AVID Coordinator; CSF Advisor; Character Counts Coordinator; Link Crew Coordinator; Web Master

.038 Mock Trial; Academic Decathlon; Science Olympiad; Cyber Quest Advisor; Forensics; History Day Coach (must compete in county competitions and any advance levels when qualified and approved by the board of trustees)

.030 Director of Student Activities (TPHS, ACHS, and SVCHS) (3 total) (must meet twice monthly and complete 3 events throughout the school year)

.024 Photography; FBLA; FHA/HERO Advisor

.020 Newspaper Advisor (4 issues annually) (TPHS, ACHS, and SVCHS) (3

.020 total)
Yeabook Advisor (yearbook published) (TPHS, ACHS, and SVCHS) (3
total)

Department Heads

Department Heads at comprehensive sites and Lead Teachers at alternative education shall be compensated at the following rates:

		<u>2021-22</u>
1-12	Sections in the Department	\$2,282
13-22	Sections in the Department	\$2,696
23-32	Sections in the Department	\$3,319
33-42	Sections in the Department	\$3,933
43-52	Sections in the Department	\$4,565
53-65	Sections in the Department	\$5,187
66-79	Sections in the Department	\$5,811
80+	Sections in the Department	\$6,413

Department heads shall be entitled to two (2) days of release time per year to carry out department business under the following conditions:

1. The duties to be performed and the date of the release time shall be approved in advance by the school principal.
2. The duties shall be performed on the school campus unless otherwise approved by the school principal.

Tulare Joint Union High School District

**California Standards for the Teaching Profession
Certificated Evaluation Form**

Final Report

Employee Name:	Job Description/Title:	School or Department:
Date:	Status: <small>(Circle one)</small> Temporary Probationary 1 Probationary 2 Tenured	

Meets/exceeds district expectations	Needs improvement	Unsatisfactory	Not Observed	Standard One: Engaging and Supporting all Students in Learning
				Using knowledge of students to engage them in learning.
				Connecting learning to students' prior knowledge, backgrounds, and experiences, and interests.
				Connecting subject matter to meaningful, real-life contexts.
				Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
				Promoting critical thinking through inquiry, problem solving, and reflection.
				Monitoring student learning and adjusting instruction while teaching.

Evaluator's Comments:

Meets/exceeds district expectations	Needs improvement	Unsatisfactory	Not Observed	Standard Two: Creating and Maintaining Effective Environments for Student Learning
				Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.
				Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
				Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.
				Creating a rigorous learning environment with high expectations and appropriate support for all students.
				Developing, communicating, and maintaining high standards for individual and group behavior.
				Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
				Using instructional time to optimize learning.

Evaluator's Comments:

Meets/exceeds district expectations	Meets improvement	Unsatisfactory	Not Observed	Standard Three: Understanding and Organizing Subject Matter for Student Learning
				Demonstrative knowledge of subject matter, academic content standards, and curriculum framework.
				Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.
				Organizing curriculum to facilitate student understanding of the subject matter.
				Utilizing instructional strategies that are appropriate to the subject matter.
				Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.
				Addressing the needs of English learners and students with special needs to provide equitable access to the content.

Evaluator's Comments:

Meets/exceeds district expectations	Meets improvement	Unsatisfactory	Not Observed	Standard Four: Planning Instruction and Designing Learning Experiences for All Students
				Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
				Establishing and articulating goals for student learning.
				Developing and sequencing long-term and short-term instructional plans to support student learning.
				Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
				Adapting instruction plans and curricular materials to meet the assessed learning needs of all students.

Evaluator's Comments:

Meets/exceeds district expectations	Needs improvement	Unsatisfactory	Not Observed	Standard Five: Assessing Students for Learning
				Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
				Collecting and analyzing assessment data from a variety of sources to inform instruction.
				Reviewing data, both individually and with colleagues, to monitor student learning.
				Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
				Involving all students in self-assessment, goal setting, and monitoring progress.
				Using available technologies to assist in assessment, analysis, and communication of student learning.
				Using assessment information to share timely and comprehensible feedback with students and their families.

Evaluator's Comments:

Meets/exceeds district expectations	Needs improvement	Unsatisfactory	Not Observed	Standard Six: Developing as a Professional Educator
				Reflecting on teaching practice in support of student learning.
				Establishing professional goals and engaging in continuous and purposeful professional growth and development.
				Collaborating with colleagues and the broader professional community to support teacher and student learning.
				Working with families to support student learning.
				Engaging local communities in support of the instructional program.
				Demonstrating professional responsibility, integrity, and ethical conduct.

Evaluator's Comments:

Commendations:

Recommendations:

Evaluator's Signature: _____ Attachment:

Evaluatee's Signature: _____ Attachment: