

**AGREEMENT BETWEEN**  
**HOPE TEACHERS ASSOCIATION**  
**CTA/NEA**

**AND**

**HOPE ELEMENTARY SCHOOL**  
**DISTRICT**

**COVERING THE PERIOD**

**JULY 1, 2015 - JUNE 30, 2018**

**Modified June 2017**

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## **Hope Elementary School District, 2015-2018**

### **ARTICLE I AGREEMENT**

- 1.1 The Articles and provision contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Hope School District ("Board") and the Hope Teachers Association CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3 This Agreement shall remain in full force and effect from July 1, 2015 until June 30, 2018.

### **ARTICLE II RECOGNITION**

- 2.1 The Board recognizes the Association as the exclusive representative of all certificated employees of the Board including all regularly employed classroom teachers and excluding substitute teachers, all certificated employees designated as management, supervisory, or confidential for the purpose of meeting and negotiating.

### **ARTICLE III DEFINITIONS**

- 3.1 "Unit Member" refers to any employee who is included in the appropriate unit as defined in Article II-Recognition and therefore covered by the terms and provisions of this Agreement.
- 3.2 "Days" means school days during which students are required to be in attendance.
- 3.3 "Daily Rate of Pay" means the unit member's annual salary divided by the number of duty days required by the Agreement.
- 3.4 "Hourly Rate of Pay" means the daily rate of pay divided by 7.0 of daily duty hours.
- 3.5 "Duty Days" means days during which unit members are required to be present at school.

**ARTICLE IV NEGOTIATIONS PROCEDURES**

- 4.1 No later than the third (3rd) regularly scheduled Board meeting in the final year of this Agreement, the Association shall submit its initial proposals either to amend or for a successor agreement to the Board of Education.
- 4.2 The parties shall meet and negotiate in good faith on negotiable items once the Public Notice provisions of the Educational Employment Relations Act have been met. Any agreement reached between the parties shall be reduced to writing and signed by them.
- 4.3 Within thirty (30) days of ratification of the Agreement or modifications to this Agreement by both parties herein, the Board shall have five (5) copies prepared and delivered to the Association for distribution to each unit member in the District.
- 4.4 During the intermediate years of this Agreement, proposals may be submitted to the Board after the second Board meeting of each calendar year.

**ARTICLE V MISCELLANEOUS PROVISIONS**

- 5.1 This Agreement shall supersede any rules, regulations, or practices of the Board that are or may in the future be contrary to or inconsistent with its terms.
- 5.2 The provisions of this Agreement shall not be interpreted or applied in a manner that is arbitrary, capricious, or discriminatory. Rules, which are designed to implement this Agreement, shall be uniform in application and effect.
- 5.3. When conference attendance is paid by the District, upon return from said conference, teachers will submit a brief report to the Board of Trustees.

**ARTICLE VI NON-DISCRIMINATION**

- 6.1 The Board shall not unlawfully discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in an employee organization or participation in the activities of an employee organization.

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- 6.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

### **ARTICLE VII SAVINGS**

- 7.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

### **ARTICLE VIII STATUTORY CHANGES**

- 8.1 Improvements and or reduction or elimination of benefits which are brought about by amendment or repeal of statutory guarantees incorporated in this Agreement shall obligate the parties to meet and negotiate regarding such benefits after the public notice provisions have been met.

### **ARTICLE IX INDIVIDUAL CONTRACTS**

- 9.1 Any individual contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

### **ARTICLE X GRIEVANCE PROCEDURE**

#### **10.1 Definitions**

- 10.1.1 A grievance is a claim by one or more unit members that there has been a violation, misinterpretation or misapplication of this Agreement.
- 10.1.2 An aggrieved party is the person(s) making the claim.
- 10.1.3 A party in interest is any person who might be required to take action, or against whom

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action might be taken, in order to resolve the claim.

10.1.4 A day is defined in this Article as any day in which a unit member is required to render service to the District.

### 10.2 Procedure

#### 10.2.1 **Level I**

10.2.1.1 A grievance shall be presented in writing to the immediate supervisor using the grievance form no later than ten (10) days after the occurrence giving rise to the grievance. The immediate supervisor shall meet with the aggrieved party and designated Association Representative if requested within ten (10) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance including the reasons therefore to all parties of interest within ten (10) days of such meeting.

10.2.1.2 If the aggrieved party is not satisfied with the disposition of the grievance or if no disposition has occurred within the time limits as expressed above, the grievance may be appealed to Level II with a copy simultaneously provided to the Association President.

#### 10.2.2 **Level II**

10.2.2.1 The Board of Education or its designated representative shall meet with the aggrieved party and designated Association representative within fifteen (15) days of receipt of the grievance appeal and shall provide a written disposition of the grievance including reasons therefore to all parties of interest within fifteen (15) days of such meeting. The decision of the Board of Education shall be final and binding on all parties. This does not preclude the grievant's right to appeal to a court of competent jurisdiction.

### 10.3 Time Limits

10.3.1 Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.

10.3.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual

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agreement.

- 10.3.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, 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 practicable.
- 10.4 Rights of Representation: A unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative.
- 10.5 No reprisals: No reprisals of any kind will be taken by the District against any aggrieved party, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation in the grievance procedure.
- 10.6 Miscellaneous Provisions: All documents, communications and records dealing with the procession of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

### **ARTICLE XI PAYROLL DEDUCTIONS**

#### **11.1 Dues Deduction**

- 11.1.1 The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association members who currently have authorization cards on file for the above purposes need not be replicated. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without solicitation and authorization from unit members.
- 11.1.2 Pursuant to authorization by the unit member, the Board shall deduct one-tenth (1/10) of the Association dues and fees from the regular salary check each month. Deductions for unit members who sign authorization after commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year.
- 11.1.3 With respect to all sums deducted by the Board pursuant to authorization of the unit

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member, for membership dues, the board agrees promptly to remit such monies to the Association along with an alphabetical list of unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

### **ARTICLE XII ASSOCIATION RIGHTS**

- 12.1 Mail Facilities: The Association shall have the right to use the District mail service and unit member mailboxes for communication to the unit members.
- 12.2 Bulletin Boards: The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards.

### **ARTICLE XIII DISTRICT RIGHTS**

- 13.1 The District retains, solely and exclusively, all rights, powers and authority exercised or enjoyed prior to the execution of this Agreement, and/or mandated or recommended by law, except as such rights, powers and authority are explicitly abridged, modified or otherwise addressed in this Agreement.
- 13.2 The Board of Trustees retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.

### **ARTICLE XIV REDUCTION IN FORCE**

- 14.1 Any reduction in the number of employees or the number of bargaining unit positions during the term of this Agreement shall be effectuated by procedures outlined in the Education Code.

### **ARTICLE XV EVALUATION**

- 15.1 This procedure shall be used to improve the instructional abilities of the teachers of the Hope Elementary School District. Evaluations shall contain positive suggestions for improvement with evidence of administrative and teacher cooperation in the areas

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identified as needing attention.

- 15.2 Unit members with permanent status who have been employed at least ten (10) years with the District, are highly qualified as defined in 10 U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every five (5) years if the unit member and evaluator consent to this schedule. Either party may withdraw consent in writing prior to November 1 of the school year in which they wish to be evaluated. Teachers employed for three (3) years or less shall be formally evaluated at least twice before May 1 of each school year. Teachers employed four (4) years or more in the Hope Elementary School District shall have at least one (1) formal evaluation before May 1 of each school year.
- 15.3 Prior to November 1 of each school year, the administrator shall meet individually with each teacher and mutually develop the goals and objectives for that year's final evaluation in conformance with Education Code Section 44662.
- 15.4 Periodic informal conferences shall be held after each observation to review the progress made in areas to be evaluated. Observations shall consist of both announced and unannounced visitations and shall occur at least once each school year.
- 15.5 Evaluations shall be based on information derived from direct observations and shall not be based on hearsay or other material not fully substantiated. Where a "needs to improve" is indicated, evidence that administrative assistance has been offered shall be provided. Employees receiving an "Unsatisfactory" evaluation shall be referred to the PAR Program.
- 15.6 Evaluation instruments shall be consistent for all teachers.
- 15.7 Prior to May 1, the summary evaluation shall be reduced to writing and delivered to each teacher during a conference with the administrator.
- 15.8 Teachers may make a written response to any evaluation and such response shall be attached to the evaluation and shall become a part thereof.
- 15.9 One personnel file shall be maintained for each teacher. Teachers shall have access to

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their own personnel file and have the right to comment on any material prior to it being placed in their file. Information proven false or unsubstantiated shall not be placed in the file.

### **ARTICLE XVI PUBLIC CHARGES**

- 16.1 Any citizen or parent complaint that is taken seriously about a teacher shall be reported immediately to the teacher by the administrator or Board member receiving the complaint.
- 16.2 Should the involved teacher or the complainant believe that the allegations in the complaint are serious enough to warrant a meeting, the teacher shall schedule a meeting with the complainant. An Association representative shall be present at said meeting if so requested by the teacher.
- 16.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she may put the complaint into writing and submit the original to the teacher with a copy to the teacher's immediate supervisor. The teacher shall be given compensated release time for the purpose of initialing and dating the written complaint and preparing a written response to such complaint. The response shall be attached to the written complaint. If no written complaint is received, the matter shall be dropped.
- 16.4 The written complaint and the attached response shall be placed in the teacher's personnel file. If the teacher challenges the truth of the allegations contained in the complaint, he/she may file a grievance on that basis, and a finding to the effect that such allegations are untrue shall result in the immediate destruction of the written complaint. The failure by the teacher to file a grievance shall not be construed as an admission by the teacher that the allegations contained in the complaint are true.
- 16.5 The Board shall not dismiss or refuse to reemploy a teacher on the basis of allegations in a citizen or parent complaint.

**ARTICLE XVII HOURS**

- 17.1 The teacher workday shall be seven and one-half (7.5) hours. Starting and ending times shall be determined by the District and individual times may be allowed to vary upon concurrence of the parties.
- 17.1.1 The teacher workday shall be from 7:45 a.m. to 3:15 p.m. The instructional day shall be from 8:15 a.m. to 2:45 p.m.
- 17.2 All work beyond the workday shall be voluntary except the District reserves the right to require teachers to be present at back-to-school night, open house, parent meetings, graduation, and appropriate school activities. Staff meetings will be held one time per week for 1.25 hours, on a day mutually agreeable by all unit members. Once per month, certificated staff will meet in collaboration/planning time in lieu of an all-staff meeting and will be required to meet for the entire duration with one or more colleagues. During months when report cards will be submitted and subsequently sent home, teachers will have an additional 1.25 hours to work on report cards and grading (October, January, April, and June).
- 17.3 Minimum school days shall be held prior to Christmas, the last day of school, and for parent conferences (two times per year). There shall be four (4) minimum days for conferences in the fall and two (2) minimum days for conferences in the Spring. These minimum days shall be a 1:00 p.m. release for students.
- 17.4 The teacher work-year shall be 184 days. The calendar with starting and ending dates and holidays shall be mutually developed and adopted by the Board of Education.
- 17.5 Teachers are expected to attend Back to School Night when at least three (3) weeks prior notice has been provided.
- 17.6 Teachers in Grades 5-8 shall be provided with twenty-eight hours for Block Schedule

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Preparation throughout the work year. Teachers will be paid at the Hourly Rate of pay for these hours.

### **ARTICLE XVIII SAFETY**

- 18.1 Teachers shall not be required to work in unsafe conditions or perform tasks that endanger their health, safety, or well-being.
- 18.2 Upon notification, the District shall attempt to correct any unsafe or hazardous condition.
- 18.3 Teachers shall be afforded a separate restroom facility from students with a secure door and locks to ensure adequate privacy.

### **ARTICLE XIX LEAVES**

#### **19.1 Personal Illness and Injury:**

- 19.1.1 Use of Sick Leave: Sick leave for each year shall be credited to the employee at the beginning of employment and may be used by the employee at any time before it is actually earned, but in the event of termination of employment, an adjustment shall be made in the final pay warrant if the employee has used more sick leave than has been earned.
- 19.1.2 Crediting of Sick Leave: At the beginning of the fiscal year following the employee's original employment, the employee shall be credited with the unused portion of accrued sick leave plus the full year's sick leave for the fiscal year. (Ten days per year for full-time service).
- 19.1.3 Absence of More Than Four (4) Days: Absence from service of more than four (4) days shall require a medical release allowing resumption of normal duties,
- 19.1.4 Absence Reports: Reports of sick leave shall be directed to the District Office for payroll adjustments. Day-to-day personal illness shall be reported to the administrator in charge of that area of responsibility.

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### **19.2 Bereavement Leave**

19.2.1 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 out of state travel is required.

19.2.2 Members of the immediate family are: spouse, mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, registered domestic partner, or any relative living in the immediate household of the employee, and other relatives at the discretion of the Board.

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

19.2.4 Report of leave shall be made to the District Office.

### **19.3 Jury Duty and Court Subpoena**

19.3.1 Notification: Employees should notify the District Administration Office of the desire to apply for such leave as soon as possible, prior to the date service must be rendered.

19.3.2 Basis of Pay: Such leaves of absence shall be granted with pay up to the amount of the difference between the employee's regular earnings and the amount received for jury or witness fees, not including reimbursements for transportation expenses. Any checks received for jury or witness fees should not be cashed but rather endorsed to the School District.

### **19.4 Personal Necessity**

19.4.1 A certificated employee serving in a status which entitles him to illness or injury leave pay under provisions of this Agreement shall, at his/her election, be placed on a personal necessity leave and be allowed personal necessity leave pay within the limits and conditions of the definition of "personal necessity" as defined below:

19.4.1.1 Any personal necessity which is an unexpected event, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during regular assigned hours of service.

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19.4.1.2 The following limits and conditions are placed upon personal necessity leave and personal necessity leave pay:

19.4.1.2.1 The total number of days allowed in any one school year shall not exceed seven (7) days.

19.4.1.2.2 The days allowed shall be deducted from, and may not exceed, the number of full pay days of illness or injury leave to which the employee may be entitled.

19.4.1.2.3 Payment for such absence shall be made only upon certification by the administrator that such absence was due to a situation designated as a personal necessity within the meaning of this rule. The employee shall be required to sign a statement on a form provided that such absence was due to personal necessity and indicate the nature thereof. Such form shall be approved for payment by the administrator and shall be filed within a reasonable period in the appropriate file maintained in the school office. The administrator shall take whatever steps necessary to satisfy him/herself that a personal necessity within the limits of this rule does exist.

19.4.1.2.4 Five (5) days of personal necessity may be used each year without providing any specific reason, however, at least one (1) day advance notice shall be required. No more than two (2) teachers may be absent on the same day utilizing no reason given days. These days may not be used during the first or last weeks of school.

### 19.5 **Maternity Leave:**

19.5.1 Period of Absence: the beginning and ending dates of the leave will be determined on the basis of the teacher's physical condition as certified by her physician and the convenience of the District. The teacher and Board will attempt to so arrange this leave so that it will begin and end with the change of semesters.

19.5.2 Modifications: The Board may make modifications to meet conditions that will serve the best interests of the pupils, the teacher, and the District.

### 19.6 **Child Rearing / Bonding Leave:**

19.6.1 A period of up to one (1) year unpaid leave may be granted. This time may be extended

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by mutual agreement of the parties.

- 19.7 Bargaining unit members shall be entitled to maternity and paternity leave per Education Code 44977.5. Leave taken under this provision is in addition to maternity leave described in section 19.5 of this Article.

### **ARTICLE XX HEALTH AND WELFARE BENEFITS / SALARIES**

- 20.1 Effective October 1, 2015, the District will provide benefits to eligible employees of the bargaining unit as provided under SISC, PBC 100 Plan A. The RX Card shall be 7/25. There shall be a \$20.00 Doctor Office Co-pay. Vision Plan shall be VSP C with a \$10.00 co-pay. Dental Insurance shall be Delta Dental Incentive Plan with a \$1,500.00 maximum along with an Ortho plan for employee and dependents with a 50/50 maximum of \$1,000.00.
- 20.2 During the intermediate years of this Agreement, this Article, along with up to two (2) additional Articles for each party may be reopened.
- 20.3 Each full-time employee shall be provided with a \$50,000 term life insurance policy through SISC.
- 20.4 The District's contribution for the 2015/16 benefit year shall be \$1,418.35 per month or \$17,020.20 for the benefit year October – September. The District's contribution for the 2016-17 benefit year shall be \$1,461.95 per month or \$17,543.40 for the benefit year October – September. The District's contribution for the **2017-2018** benefit year shall be \$1,477.95 per month or **\$17,735.40** for the benefit year October – September.
- 20.5 The salary schedule in effect on June 30, 2015 shall be adjusted by 3.00% effective July 1, 2015.
- 20.6 The salary schedule in effect on January 31, 2016 shall be adjusted by 2.00% effective February 1, 2016.
- 20.7 The salary schedule in effect on June 30, 2015 shall be adjusted by 4.00% effective with the 2016-17 school year if three additional days of Staff Development are added to the

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work year for the 2016/2017 school year.

20.8. **The District shall grant credit for up to fifteen (15) years of teaching experience on the salary schedule for employees hired after June 30, 2017.**

20.9. **The salary schedule in effect on June 30, 2016 shall be adjusted by 2.00% effective July 1, 2017.**

### **ARTICLE XXI PEER ASSISTANCE AND REVIEW**

#### **1.0 Program Components**

1.1 There shall be a Peer Assistance and Review (PAR) Program, hereafter referred to as "Program," for all teachers. The PAR Program provides a mechanism whereby exemplary teachers assist other teachers in the areas of subject matter knowledge, teaching methodology, and teaching strategies. The Program shall have three components:

1.1.1 Permanent Teacher Peer Assistance Program: This Component shall provide peer assistance to permanent teachers who receive an "unsatisfactory" evaluation in the area of teaching methods or instruction.

1.1.1.1 Teachers receiving an "unsatisfactory" evaluation in the area of teaching methodology and/or instruction will be referred to the PAR Program by the principal or designated evaluator for assistance under this Program.

1.1.2 Voluntary Teacher Peer Assistance Program: This component shall provide assistance to teachers who volunteer for the Program.

1.1.2.1 Teachers desiring assistance in improving their teaching practice may apply to the Program for such assistance on a confidential basis. The PAR Panel shall have the authority to accept or reject such referrals.

1.1.2.2 If a teacher is accepted into the PAR Program as a volunteer, documentation will not be placed into the personnel file only so long as participation continues on a volunteer basis.

1.1.3 Beginning Teacher Coaching Program: This component shall provide peer assistance to teachers participating in Pre-Intern, Intern, and Beginning Teacher and Support (BTSA) programs, as well as first and second year teachers. Support Providers will be assigned on a ratio of 1:2. Participation in the Program shall not create nor expand any rights to retention or permanency as set forth in Education Code Section 44929.21 pertaining to probationary employees.

#### **1.2 Peer Assistance and Review Panel**

1.2.1 The Program shall be governed by the PAR Panel composed of three (3) members, a majority of whom shall be certificated teachers chosen by the Association. The remaining member of the Panel shall be certificated administrator from outside the District selected to serve on the Panel by the Principal. A quorum for Panel meetings shall be two-thirds of the membership. Decisions shall be made by consensus when possible. Should a vote be required, action must be taken on an affirmative vote of at least two members, one of whom must be the certificated administrator.

1.2.2 Panel members will be selected by May 15<sup>th</sup> of each year and serve staggered

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terms of two years. During the initial year, one teacher member shall be selected for three years and the other teacher member shall be selected for two years.

- 1.2.3 Qualifications for the teacher members of the Panel shall be the same qualifications for a consulting teacher.
- 1.2.4 If a member of the Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.
- 1.2.5 The PAR Panel shall be responsible for:
  - 1.2.5.1 Establishing its own rules of procedure.
  - 1.2.5.2 Selecting its own chairperson.
  - 1.2.5.3 Providing annual training for PAR Panel members.
  - 1.2.5.4 Establishing a procedure for application and selection of consulting teachers.
  - 1.2.5.5 Selecting consulting teachers.
  - 1.2.5.6 Arranging appropriate training for consulting teachers.
  - 1.2.5.7 Accepting referrals for permanent teacher peer assistance from principals or designated evaluators.
  - 1.2.5.8 Accepting or rejecting voluntary requests for assistance from individual teachers.
  - 1.2.5.9 Any decisions about eligibility for the Program.
  - 1.2.5.10 Sending written notification of participation in the PAR Program to the participating teacher, consulting teacher, and the principal or designated evaluator.
  - 1.2.5.11 Meeting at least four (4) times annually to review the work of the coaches with their caseloads. Generally, the Panel shall meet within the Panel member's workday, however, work after 3:30 P.M. shall be compensated in a manner consistent with the Collective Bargaining Agreement and determined by the Par Panel.
  - 1.2.5.12 Monitoring the work of consulting teachers and their documentation.
  - 1.2.5.13 Reviewing peer review reports prepared by consulting teachers.
  - 1.2.5.14 Monitoring the progress of permanent teacher peer assistance, including making reports to the Board of Education regarding PAR Program participants, and informing the Board of the names of PAR participants who have not demonstrated "satisfactory improvement" after receiving sustained assistance from a consulting teacher. All reports pursuant to this provision shall be made to the Board not later than May of the school year in which the PAR program was utilized to assist a teacher.
  - 1.2.5.15 Recommending a budget for the Program, subject to Board approval; and
  - 1.2.5.16 Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluation shall be presented to the Board of Education at a regular meeting no later than June of each school year.

### 1.3 Consulting Teachers

- 1.3.1 The number of consulting teachers shall be determined by the number of eligible participants in the PAR Program and funding available from the state for the Program.
- 1.3.2 Consulting teachers shall have staggered terms. Approximately half of the consulting teachers shall have two-year terms and the remainder three-year terms. After this start-up period, each consulting teacher shall have a two-year term.
  - 1.3.2.1 All such terms are subject to annual evaluation by the Panel. The

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documentation of such evaluation shall not be made a part of the consulting teacher's personnel file, except upon the written request of the individual consulting teacher.

- 1.3.3 The parties do not see this position as a part of the career ladder of an individual who seeks to be an administrator in the District.
  - 1.3.4 Consulting teachers must be selected by the PAR Panel and they are assigned by the Panel to assist another teacher who is in need of development of subject matter knowledge, teaching strategies, teaching methodology or instruction.
  - 1.3.5 In order to be selected as a consulting teacher, a teacher must possess the following requisite minimum qualifications:
    - 1.3.5.1 A credentialed teacher with permanent status; (exceptions may be made for retired teachers)
    - 1.3.5.2 Recent classroom teaching experience.
    - 1.3.5.3 Demonstrated exemplary teaching ability as provided by Education Code Section 44500 and reflected in the applicant's performance evaluations.
    - 1.3.5.4 Effective leadership skills.
  - 1.3.6 Consulting teachers shall be selected in the following manner:
    - 1.3.6.1 Candidates must file an application with the Panel
    - 1.3.6.2 Panel members may observe candidates for consulting teacher performing in their classrooms prior to the selection. Observations will be arranged with the site administrator and the candidate.
    - 1.3.6.3 The Panel may establish additional procedures for selecting consulting teachers, which shall be made known in advance to all candidates.
    - 1.3.6.4 Selection of a consulting teacher shall be by majority vote of the Panel.
  - 1.3.7 Consulting teachers shall have responsibility for participating teachers, each of whom shall receive a minimum number of hours of assistance as recommended by the Par Panel based on its review of the Individual Learning Plans.
  - 1.3.8 Teachers participating in the PAR Program may select his or her consulting teacher from the list of consulting teachers provided by the PAR Panel.
  - 1.3.9 The consulting teacher and participating teacher shall prepare an Individual Assistance Plan which outlines the assistance to be provided as well as timelines.
  - 1.3.10 Teachers who serve as coaches on a full-time basis, will accrue seniority during their coaching term and will have the right to return to a similar assignment upon completion of their term.
  - 1.3.11 Teachers who function as a consulting teacher during their regular workday shall receive their regular salary. Teachers who function as a consulting teacher outside their regular work day shall be compensated in a manner consistent with the Collective Bargaining Agreement and determined by the Par Panel.
- 1.4 Permanent Teacher Peer Assistance Program
- 1.4.1 The purpose of this Program is to provide assistance and renew quality teaching and offer remediation to permanent teachers whose performance has been evaluated as "unsatisfactory" in either or both teaching methods and instruction by the principal or designated evaluator. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the District.
  - 1.4.2 This program shall be limited to addressing those areas of performance set forth in the evaluation document listed as "unsatisfactory" encompassed in the areas of subject matter knowledge, teaching strategies, or both.
  - 1.4.3 Assistance provided by the consulting teacher shall focus on the specific areas recommended for improvement by the participating teacher's evaluator based

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- upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR Program
- 1.4.4 Assistance and remedial efforts and activities shall be intense and multifaceted, and shall be preceded by a conference in the spring of the year when the teacher receives the “unsatisfactory” evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher, and coach, to begin the development of an Individual Learning Plan. If the permanent teacher so desires, the Association shall provide representation in this meeting.
  - 1.4.5 The assistance shall be provided by consulting teachers under this Article and shall be closely monitored by the PAR Panel.
  - 1.4.6 The course of assistance shall include one or more of the following:
    - 1.4.6.1 Multiple classroom observations by the consulting teacher.
    - 1.4.6.2 Assistance specific to the area of teaching methodology or instruction which has been evaluated to be “unsatisfactory” or other areas deemed in need of assistance by the consulting teacher during the period of assistance.
    - 1.4.6.3 Opportunities for the teacher receiving assistance to observe exemplary practice, either by the consulting teacher or other exemplary teachers:
    - 1.4.6.4 District-provided professional development opportunities;
    - 1.4.6.5 Conference attendance, often in the company of the consulting teacher, to facilitate reflection on how this experience fits into the Individual Learning Plan
    - 1.4.6.6 Other forms of assistance which the consulting teacher and the Panel may provide; and
    - 1.4.6.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the consulting teacher shall maintain prime responsibility for the Individual Learning Plan, but may function more like a case carrier who assures the availability of appropriate resources.
  - 1.4.7 Communication and consultation with the principal/evaluator shall be ongoing.
  - 1.4.8 Nothing in this article precludes the principal/evaluator or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher’s fulfillment of his or her professional obligations.
  - 1.4.9 Written peer review reports will be submitted to the Panel by the Consulting teacher by the last teacher workday of each month. The coach will share all written and verbal evaluation reports during a conference with the teacher, prior to submission to the Panel. A copy of the written reports will be provided to the principal/evaluator.
  - 1.4.10 The consulting teacher shall submit an oral and written final report regarding the teacher’s participation in PAR to the Panel no later than April 30<sup>th</sup>. This report shall describe the measures of assistance provided to the teacher and describe the results of the assistance in the area or areas recommended for improvement. The final report shall become a part of the permanent teacher’s personnel file. The teacher shall have the opportunity to attach his or her comments.
    - 1.4.10.1 The teacher and principal/evaluator may be present for the coach’s presentation and will be given an opportunity to respond to the report.
  - 1.4.11 The panel shall deliberate whether:

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- 1.4.11.1 The teacher is now “proficient” in the areas evaluated, or
- 1.4.11.2 The Panel and consulting teacher do not consider that further assistance and remediation will be successful with reasons in support of this conclusion.
- 1.4.12 Notwithstanding the above, and while the term of this assistance shall normally be for one school year, the assistance may be extended to a second year if the Panel believes progress is being made, although the permanent teacher may not have returned to a “proficient” level of performance.
- 1.4.13 The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the coach, the principal/evaluator, and the permanent teacher or his or her Association representative.
- 1.4.14 Neither the teacher or consulting teacher may be present during deliberations of the Panel, which are confidential. The Panel may request additional information from any teacher involved in the Program.
- 1.4.15 The decision of the Panel shall be reported to the teacher, the coach, the principal/evaluator, and the Association representative, if requested by the teacher, in conference with the Superintendent or designee.
- 1.4.16 The Panel shall report their findings to the Board of Education.

### 1.5 Permanent Teacher Due Process

- 1.5.3 The permanent teacher shall be entitled to review all reports generated by the consulting teacher prior to their submission to the Panel and to have affixed thereto his or her comments. To effectuate this right, the consulting teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.
- 1.5.4 The permanent teacher shall have a right to be represented by the Association in any meetings of the Panel to which they are called, and shall be given a reasonable opportunity to present his or her view concerning any report being made.
- 1.5.5 The permanent teacher shall have the right to timely progress reports.
- 1.5.6 The permanent teacher shall have the right to present reasons why a specific consulting teacher should be replaced and another coach substituted and to have those reasons considered.
- 1.5.7 A teacher shall not have access to the grievance process to challenge the content of reports, or decisions by the Panel, but may file responses which shall become part of the official record of the intervention.
- 1.5.8 This Program in no manner diminishes the legal rights of bargaining unit members.

### 1.6 Voluntary Teacher Peer Assistance Program

- 1.6.3 A teacher may volunteer for the peer assistance program. The PAR Panel will determine whether the teacher may participate in the Program. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any voluntary participants.
- 1.6.4 The coach and teacher will meet to determine the volunteer teacher’s needs and jointly develop an Individual Learning Plan. This plan will draw from the course of assistance that is available through the PAR Program enumerated in 1.4.6 and include timelines.
- 1.6.5 Coaches will provide oral and written feedback documentation to the volunteer teacher. Communication between a voluntary participant and his or her coach concerning participation in the Program shall remain confidential.

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- 1.6.6 Documentation will not be placed in personnel file only so long as participation continues to be on a voluntary basis.
- 1.6.7 The volunteer teacher may terminate his or her participation in the Program at any time.

### **1.7 Beginning Teacher Peer Assistance Program**

- 1.7.3 Beginning Teachers may participate in the peer assistance program with the approval of the PAR Panel. All Participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any beginning teacher participants.
- 1.7.4 The coach and teacher will meet to determine the beginning teacher's needs and jointly develop and Individual Learning Plan. This plan will draw from the course of assistance that is available through the PAR Program enumerated in 1.4.6 and include timelines.
- 1.7.5 Coaches will provide oral and written feedback documentation to the beginning teacher. Communication between a beginning teacher and his or her coach concerning participation in the Program shall remain confidential.
- 1.7.6 Documentation will not be placed in the personnel file.

### **1.8 Miscellaneous Provisions**

- 1.8.3 Expenditures for the Program shall not exceed revenues received from the state for the PAR Program.
- 1.8.4 Funds shall be set aside to allow for release days and/or conferences as developmental tools for teachers and consulting teachers assigned to the Program.
- 1.8.5 It is the intent of the District and the Association that this Article remain in effect for as long as specific state funding for the California Peer Assistance and Review Program for Teachers is received by the District. If state funding for the PAR Program is eliminated, this Article shall expire and have no force and effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the PAR Program has been eliminated.
- 1.8.6 The District and Association agree that this Article shall be reopened if either the Education Code Section 44500 et seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

### **1.9 Governing Board Review of Recommendations by Panel.**

Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.

### **1.10 Retention of Education Code Rights**

Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or teacher under provisions of the Education Code relating to employment, classification, retention or non-reelection of certificated staff.

- 1.10.3 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.

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### 1.11 Hold Harmless.

The District shall hold harmless the members of the PAR Panel and the consulting teachers for any liability arising out of their participation in this Program as provided by Education Code Section 44503(c). All legal costs for the above will be borne by the District.

### 1.12 Confidentiality.

All proceedings and materials related to the administration of this program shall be strictly confidential. Therefore, Panel members and coaches may disclose such information only as necessary to administer the Program.

### 1.13 Records.

Documents and writings relating to an employee's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code Section 6250 et seq.).

### 1.14 Non-Management/Supervisory Status.

Functions performed by teacher Panel members and/or consulting teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of Section 3540.1 of the Government Code.

### 1.15 Association representation.

A participating teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

## **ARTICLE XXII OTHER SALARY POSITIONS**

22.1 Lead Teacher: The District shall determine and appoint a Lead Teacher to cover miscellaneous administrative responsibilities when necessary. District's Compensation for a Lead Teacher shall be as follows:

\$2,500.00 for the year.

22.2 SCICON Attendance: The District shall pay a stipend for any teacher attending SCICON at the rate of \$80.00 per night.

22.3 Masters Degree Stipend: The District shall pay a stipend of \$500.00 per year for a recognized Masters Degree. **Effective with the 2017/2018 school year the District shall pay a stipend of \$750.00 per year for a recognized Masters Degree.**

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- 22.4 BTSA Support Provider: A stipend of \$1,800.00 shall be paid for the support of one (1) teacher for a full contract year. If two (2) teachers are supported, the stipend shall be \$3,000.00 for the full contract year. If three (3) teachers are supported, the stipend shall be \$4,500.00 for the full contract year. No provider may support more than three (3) teachers.
- 22.5 Hourly Rate beyond the regular school day \$32.00 per hour. **Effective with the 2017/2018 school year, the hourly rate beyond the regular school day shall be \$34.00 per hour.**
- 22.6 Combination Class. Any teacher who is teaching a combination grade class shall receive a stipend of \$500.00 after thirty school days of teaching the combination class.
- 22.7 Teachers supervising student dances shall be compensated at the Hourly Rate for hours which extend beyond the regular school day.
- 22.8 The District shall appoint a SBAC/Technology Coordinator to coordinate the Smarter Balanced Assessment System for grades 3-8. Compensation for the SBAC Coordinator shall be as follows:
- \$4,000.00 for the year.
- 22.9 Teachers in Grades 5 – 8 shall be provided up to forty hours for Block Schedule Preparation throughout the work year. Teachers will be paid at the Hourly Rate of pay for these hours.
- 22.10 The District shall appoint a CELDT Coordinator. Compensation for the CEDLT Coordinator shall be as follows:
- \$2,500 for the year.**

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22.11 Teachers attending District approved trainings on non-work days shall be compensated at the rate of \$150 per day of training.

22.13 Up to three teachers per year may be appointed by the District to be in charge of the student year book. The stipend for the position shall be \$500 per person for the year.

22.14 The District shall appoint an Athletic Director who is charged with attending Sports meetings, coordinating and scheduling home and away games, coordinating team jerseys, coordinating team rosters, keep game stats, coordinating teacher schedules for sports days, BOT, School Track Meet, and organizing the Tiny Tiger Track Meeting. Compensation for this position shall be as follows:

\$900.00 for the year.

22.15 The District shall appoint a Character Counts/Student Council Coordinator. Compensation for the Character Counts/Student Council Coordinator shall be as follows:

\$2,500 for the year.

**22.16 Teachers shall be compensated at their hourly rate for up to five (5) hours in order to prepare their classroom over the Winter Break.**

Agreed this twenty second day of June 2017.

For the Hope Elementary School District:

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For the Hope Teachers Association:

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