



## **AGREEMENT**

## **BETWEEN**

**WOODSIDE SCHOOL DISTRICT  
BOARD OF TRUSTEES**

## **AND**

**WOODSIDE TEACHERS  
ASSOCIATION/CTA/NEA**

**July 1, 2024 – June 30, 2027**

*(approved on April 23, 2024)*

## **TABLE OF CONTENTS**

ARTICLE 1: RECOGNITION .....	1
ARTICLE 2: MANAGEMENT RIGHTS AND DISTRICT POWERS.....	1
ARTICLE 3: ORGANIZATIONAL RIGHTS AND PRIVILEGE .....	2
3.1    Dues Deduction .....	2
3.2    Agency Fee .....	2
3.3    Miscellaneous .....	3
ARTICLE 4: NONDISCRIMINATION ARTICLE .....	4
ARTICLE 5: GRIEVANCE PROCEDURE .....	4
5.1    Definitions .....	4
5.2    Purpose .....	4
5.3    Procedure .....	4
5.5    Miscellaneous .....	6
ARTICLE 7: LEAVES.....	10
7.1    Personal Illness And Injury .....	10
7.1.1    Annual Earned Sick Leave .....	10
7.1.2    Accrued Earned Sick Leave .....	10
7.1.3    Extended Sick Leave With Difference Pay .....	10
7.1.4    Reemployment List .....	10
7.1.5    Verification of Leave .....	11
7.1.6    Return to Work.....	11
7.1.7    Annual Statement of Accrued Leave.....	11
7.1.8    Leave to Care for A Child, Parent, Or Spouse.....	11
7.1.9    Catastrophic Leave Pool .....	11

7.2	Family And Medical Leave Act.....	12
7.3	Personal Necessity Leave .....	19
7.3.1	Days Per Year.....	19
7.3.2	Definition .....	19
7.3.3	Requesting Personal Necessity Leave.....	19
7.4	Bereavement Leave .....	20
7.5	Pregnancy Disability Leave .....	20
7.6	Industrial Accident Leave.....	20
7.7	Sabbatical Leave .....	21
7.8	Jury Duty/Witness Leave.....	21
7.9	Other Leaves Without Pay.....	21
7.10	WTA President Release Time .....	21
ARTICLE 8: HOURS OF EMPLOYMENT.....		22
ARTICLE 9: ASSIGNMENT .....		24
ARTICLE 10: EVALUATION.....		25
10.1	Purpose .....	25
10.2	Areas of Evaluation .....	25
10.3	Formal Classroom Observation Procedures .....	26
10.4	Evaluation Timelines And Procedures.....	28
10.5	Alternative Evaluation Procedure.....	29
10.5.1	Participation.....	29
10.6	Unsatisfactory Evaluation .....	30
10.7	Response To Evaluation.....	30
ARTICLE 11: CLASS SIZE .....		31

ARTICLE 12: SAFETY AND CONDITIONS OF EMPLOYMENT.....	32
ARTICLE 13: COMPENSATION.....	32
13.1 Salary Schedule.....	32
13.2 Stipends And Other Compensation.....	32
13.3 Salary Schedule Movement And Placement .....	34
13.4 Payment of Salary .....	35
ARTICLE 14: HEALTH AND WELFARE BENEFITS.....	35
14.1 Health Insurance For Unit Members.....	35
ARTICLE 15: RETIRED PERSONNEL HEALTH PLAN .....	36
ARTICLE 16: PART-TIME WORK AND JOB SHARING.....	38
ARTICLE 17: PRE-RETIREMENT EMPLOYMENT PROGRAMS.....	39
17.1 Part-Time Teaching With Full Retirement Credit .....	39
17.1.1 Qualifications .....	39
17.1.2 Limitations .....	39
17.1.3 Program Participation .....	40
17.1.4 Salary.....	40
17.1.5 Benefits .....	40
17.1.6 Retirement.....	40
17.1.7 Sick Leave.....	41
17.2 Pre-Retirement Employment Program .....	41
ARTICLE 18: SOLE AND ENTIRE AGREEMENT .....	42
ARTICLE 19: WAIVERS .....	42
ARTICLE 20: SAVINGS.....	43
ATTACHMENT A: STIPENDS AND COMPENSATION.....	50

ATTACHMENT B: SALARY SCHEDULE FOR CERTIFICATED TEACHERS.....	<b>Error! Bookmark not defined.C</b>
ATTACHMENT C: SALARY SCHEDULE FOR PSYCHOLOGIST .....	46
ATTACHMENT C: SALARY SCHEDULE FOR PSYCHOLOGIST .....	46
ATTACHMENT D: PEER ASSISTANCE AND REVIEW PROGRAM.....	49
ATTACHMENT E: CERTIFICATED EVALUATION FORMS.....	60

## **ARTICLE 1: RECOGNITION**

The Board of Trustees (“Board”) of the Woodside School District (“District”) recognizes the Woodside Teachers Association CTA/NEA (“Association”) as the exclusive representative of all certificated employees of the Board – excluding management, confidential and supervisory employees as defined in the Educational Employment Relations Act, and substitute and pre-school teachers.

## **ARTICLE 2: MANAGEMENT RIGHTS AND DISTRICT POWERS**

- 2.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: establish the educational philosophy and the educational goals and objectives; determine the services to be provided; supervise the direct work of its employees; and ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; develop the budgets; develop and implement budget procedures; determine the curriculum; build, move or modify the facilities; determine the methods of raising revenue, and contract for services. In addition, the District retains the right to hire, assign, evaluate, promote, terminate, and discipline employees.
- 2.2 The District shall not discipline unit members without just cause. Disciplinary actions (excluding oral reprimands or warnings) shall be subject to the grievance procedure.
- 2.3 The District also retains the right to take action on any matter in the event of any emergency notwithstanding the terms of this Agreement. Emergency is defined as a situation or condition caused by an unforeseen disaster, acts of civil disturbance, or a calamity such as fire or earthquake. The Board shall have the sole discretion to determine whether an emergency exists, but in no event shall the District declare an emergency solely in order to evade the provisions of this Agreement.
- 2.4 The exercise of the foregoing rights, powers, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance therefore, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the agreement/contract, and then only to the extent such specific and express terms are in conformance with the laws of the State of California or the United States.

**TERM 2024-2027 (NEW)**

2.5 On the **2024-2025** school year, the district and association may reopen up to two articles of their choosing for negotiations outside of salary and benefits which will be closed for the duration of the CBA.

On the **2025-2026** school year, the district and association may reopen up to two articles of their choosing for negotiations outside of salary and benefits which will be closed for the duration of the CBA.

On the **2026-2027** school year, the district and association may reopen up to two articles of their choosing for negotiations outside of salary and benefits which will be closed for the duration of the CBA

### **ARTICLE 3: ORGANIZATIONAL RIGHTS AND PRIVILEGE**

#### **3.1 Dues Deduction**

- 3.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.
- 3.1.2 Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 3.1.3 With respect to all sums deducted by the District pursuant to subsection 3.1.2 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

#### **3.2 Agency Fee**

- 3.2.1 Any unit member who is a member of the Association, shall pay to the Association a service fee. The amount of the service fee shall not exceed the amount allowed by Government Code Section 3546. Unit members required to pay the service fee may pay the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. The Association shall pay the additional costs, if any, for mandatory agency fee deductions.

### 3.3    Miscellaneous

- 3.3.1    With respect to all sums deducted by the District pursuant to this Article, whether for membership dues or agency fee, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 3.3.2    The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.
- 3.3.3    The Association shall indemnify and hold the District harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the school district's compliance this Article. The Association shall have the exclusive right to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the Association against the District.



## **ARTICLE 4: NONDISCRIMINATION ARTICLE**

The Association and the District agree not to discriminate against any unit member on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy or military and veteran status.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

### **5.1 Definitions**

- 5.1.1 A “grievance” is an allegation by one or more unit member(s) that he or she has been adversely affected by a violation, misapplication, or misinterpretation of a specific provision of this contract. The grievance procedure shall not be used to address and resolve allegations that the District has failed to comply with Board policy.
- 5.1.2 A “grievant” is the person or persons, including the Association or representative thereof, making the claim.
- 5.1.3 A “school day” is any day in which school is in session for students.

### **5.2 Purpose**

- 5.2.1 The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **5.3 Procedure**

- 5.3.1 Since it is important that grievances be processed as rapidly as possible, the timetable specified at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified shall only be extended by mutual agreement.
- 5.3.2 **Level One (Informal)**

A grievant will first discuss the grievance with the Superintendent or Superintendent’s designated school administrator, either directly or through the Association’s representative with the objective of resolving the matter informally. The Association

shall be informed of the grievance discussion by the grievant and the Superintendent or Superintendent's designated school administrator, and shall have the opportunity to attend the meeting pursuant to subsection 5.3.3.3 below. This discussion shall take place within the earlier of twenty five (25) school days of the occurrence of the act or omission giving rise to the grievance or twenty five (25) school days from the time the grievant first learned or reasonably should have learned of the occurrence of the act or omission giving rise to the grievance. If the discussion is not held within this time period, the grievance is waived.

### 5.3.3 Level Two (Formal)

- 5.3.3.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance at Level One, then within ten (10) school days after the informal discussion the grievant may file the grievance in writing simultaneously with the Association representative and with the Superintendent.
- 5.3.3.2 The written grievance will state a description of the grievance, a summary of the conference held with the Superintendent, and what has happened to date including Level One.
- 5.3.3.3 Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the grievant and/or a representative of the Association in an effort to resolve it.
- 5.3.3.4 Within ten (10) school days after the grievance meeting required by subsection 5.3.3.3, or twenty (20) school days after the date the Level Two grievance is filed, whichever is sooner, the Superintendent shall provide a written response to the grievance to the grievant and the Association.

### 5.3.4 Level Three (Arbitration)

- 5.3.4.1 If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may request in writing to the Association that the grievance be submitted to advisory arbitration. If the Association decides to submit the grievance to advisory arbitration, it must notify the District in writing within ten (10) school days of receiving the Superintendent's Formal Level Two response.
- 5.3.4.2 Within ten (10) school days after the Association submits written notice of submission to advisory arbitration to the Superintendent, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain such commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) school day period, a request for a list of arbitrators may be made to the State Mediation and Conciliation Service by either party. The parties will then be bound by the rules and

procedures of the State Mediation and Conciliation Service in the selection of an arbitrator.

- 5.3.4.3 The arbitrator so selected will confer with the representative of the Superintendent and the Association and hold hearings promptly and will issue the award not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's award will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any award, which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as the arbitrator judges to be proper. The award of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties to this procedure, if the Board takes no formal action to accept, reject or modify the award of the arbitrator within fifteen (15) school days after the award has been rendered.
- 5.3.4.4 If any question arises as to whether a particular dispute is subject to the grievance process, this question will first be ruled upon by the arbitrator selected to hear the dispute.
- 5.3.4.5 All costs of the arbitrator and associated hearing costs, if any, shall be borne equally by the parties. The canceling party shall be responsible for paying any cancellation fees charged by the arbitrator as a result of the canceling party's action or inaction. However, if one party refuses to abide by an arbitrators' decision, that party shall accept full responsibility for the entire cost of the arbitrator.

#### 5.4 Rights of Unit Members to Representation

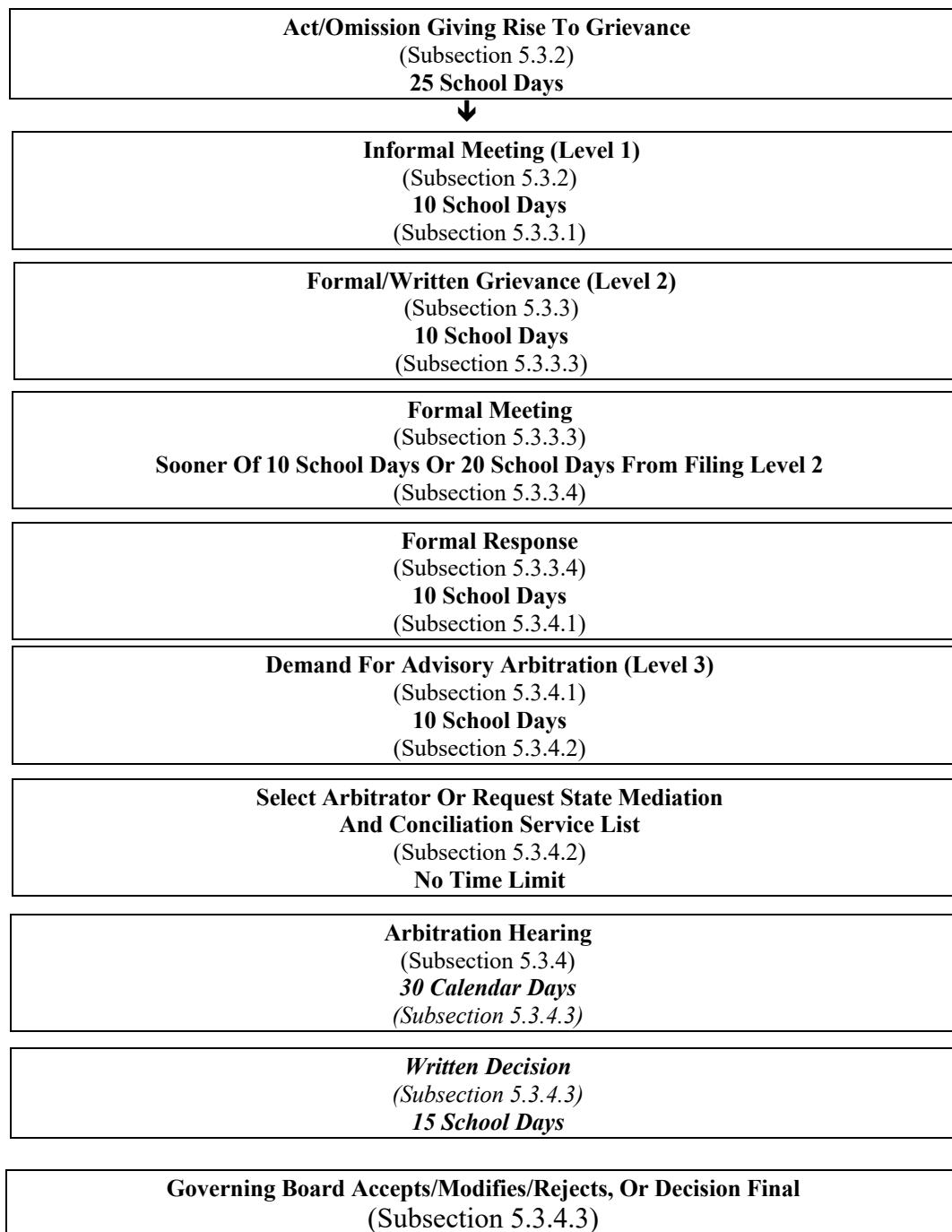
- 5.4.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any grievant, any grievance representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- 5.4.2 Consistent with Government Code Section 3543, unit members may represent themselves in the grievance procedure, or, may elect to be represented by a grievance representative selected by the Association. If a unit member is not represented by the Association or its representative, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

#### 5.5 Miscellaneous

- 5.5.1 When it is necessary for a unit member designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, the unit member will, upon notice to the Superintendent by the Association, be released without loss of pay or benefits as necessary in order to permit participation in the foregoing activities. Any unit member whose appearance as a witness in such investigations, meetings, or hearings is necessary will be accorded the same right.
- 5.5.2 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 5.5.3 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board.

## SUMMARY OF GRIEVANCE TIMELINE

(This summary is provided for convenience. If there are any discrepancies between the summary timeline and the language of Article 5, the language of Article 5 prevails. The summary timeline may not be grieved.)



## **ARTICLE 6: MEET AND CONSULT/MEET AND NEGOTIATE**

- 6.1 The District will meet and negotiate with the Association as required by the Educational Employment Relations Act. (Government Code Section 3540, et seq.)

## **ARTICLE 7: LEAVES**

### **7.1 Personal Illness And Injury**

#### **7.1.1 Annual Earned Sick Leave**

Full-time unit members shall be entitled to ten (10) days leave with full pay and benefits for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.

7.1.1.1 All unit members' personal necessity and sick leave deductions shall reflect the actual time used in one-hour increments.

#### **7.1.2 Accrued Earned Sick Leave**

If a unit member does not use the ten (10) days of leave as authorized in Section 1, the amount not used shall be accrued from year to year.

#### **7.1.3 Extended Sick Leave With Difference Pay**

When a unit member has exhausted all available sick leave, including the leave described in Sections 7.1 and 7.2, and continues to be absent on account of illness or accident for an additional period of up to 100 days, whether or not the absence arises out of or in the course of the employment of the unit member, the amount deducted from the salary due the unit member shall not exceed the sum that is actually paid a regular substitute employed to fill the absent unit member's position or, if no substitute was employed, the amount that would have been paid to a regular substitute if one had been employed. In no event shall the amount deducted from a unit member's salary pursuant to this section exceed the lesser of fifty percent (50%) of the unit member's regular salary for the period of absence, or the rate of pay for one full time regular long-term substitute employed for the period of absence. The sick leave described in Sections 7.1 and 7.2, and the 100-day period described in this section shall run consecutively. A unit member shall not be provided more than one 100-day extended sick leave period per illness or accident. If a school year terminates before the 100-day period is exhausted, however, the unit member may take the balance of the 100-day period in a subsequent school year.

#### **7.1.4 Reemployment List**

When a unit member has exhausted all the available sick leave described Section 7.2 and in subsections 7.1.1, 7.1.2, and 7.1.3 and continues to be absent on account of illness or accident and is not medically able to resume the duties of the unit member's position, the unit member shall be placed on a reemployment list. Probationary unit members shall be placed on the list for a period of twenty-four (24) months and permanent unit members shall be placed on the list for a period of thirty-nine (39) months. When the unit member is medically able to return during the 24 or 39-month period, the District shall assign the unit member to a position for which the unit member is credentialed and qualified. If at the end of the 24 or 39-month period, the unit members is unable to perform the duties, the unit member shall be dismissed.

#### 7.1.5 Verification of Leave

If a unit member has been absent for five (5) or more consecutive school days, the District may require a medical doctor's certification or proof of illness before allowing payment for days of absence due to illness or accident.

#### 7.1.6 Return to Work

A medical doctor's verification and clearance to return to work may be required for an absence of five (5) or more consecutive days for illness or accident. If requested by the District, a unit member shall not return to work until the unit member submits a medical doctor's authorization to return to work. The District will pay for the cost of any portion of the certification requested by the District that is not paid by medical insurance.

#### 7.1.7 Annual Statement of Accrued Leave

The District shall provide each unit member with a written statement of: (1) the unit member's accrued sick leave total; and (2) the unit member's sick leave entitlement for the school year. This statement shall be provided as soon as reasonably possible during the fall of the year.

#### 7.1.8 Leave to Care for A Child, Parent, Or Spouse

In any school year, unit members may use up to a maximum of five (5) days of leave credited under Section 7.1, to attend to an illness of the unit member's child, parent, spouse, or domestic partner.

7.1.8.1 For purposes of this section, "child" and "parent" are defined as stated in Labor Code Section 233. Any amendments to these definitions in Labor Code Section 233 are incorporated into this Agreement by reference. Effective January 1, 2002, the definitions are as follows:

- "Child" means a biological foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis.
- "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

7.1.8.1.1 For purposes of this section, "domestic partner" includes a partnership formed pursuant to California Family Code Section 297, or pursuant to a District affidavit.

#### 7.1.9 Catastrophic Leave Pool

Effective with the first day of employment for the 2024-2024 school year, a "Sick Leave Pool" will be established.

7.1.9.1 Eligible leave credits may be donated to an employee for a catastrophic illness or injury, pursuant to the requirements of the Catastrophic Leave Pool.



- 7.1.9.2      Certificated employees who have accumulated 20 days of sick leave may donate days to the Catastrophic Leave Pool. This donation shall not cause the donor's unused number of days to fall below 20.
- 7.1.9.3      All certificated employees are eligible to participate in this program. Part-time teachers may request days on a prorated basis.
- 7.1.9.4      The days requested shall not exceed 30 school calendar days.
- 7.1.9.5      The District will compile a list of employees contributing to the Catastrophic Leave Pool, in descending order by number of days contributed. When an employee requests sick leave days, the District will deduct one day from each contributing employee, starting at the top of the list, until the number of requested days is reached. If multiple requests occur in a single school year, the District will fulfill each subsequent request beginning with the next lower position on the list. If the end of the list is reached, the District will continue at the top of the list.
- 7.1.9.6      The pool shall be created on an annual basis at the beginning of each school year. Any unused sick leave days donated to the pool shall be returned to the donors at the end of the school year.
- 7.1.9.7      The District may require verification of the illness or injury (including physical manifestation of stress-related illness), prior to acting upon the employee's request to utilize the Catastrophic Leave Pool.
- 7.1.9.8      The names of all donors and recipients shall remain confidential.

## 7.2      Family And Medical Leave Act

- 7.2.1      Unit members are eligible for leave under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA").
- 7.2.2.      FMLA disputes may be filed with the Equal Employment Opportunity Commission and California and CFRA disputes may be filed with the California Department of Fair Employment and Housing.
- 7.2.3      General Coverage

Employees make take unpaid family care and medical leave in accordance with the Federal Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act of 1991, as amended ("CFRA"). Implementation of this policy is governed by the FMLA and the final federal regulations adopted at 29 CFR Part 825 and

California Government Code section 12945 and by the CFRA and the state regulations adopted at California Government Code of Regulations, Title 2, Division 4, Sections 7297.0-7297.11 and California Government Code section 12945.2.

#### 7.2.4 Eligibility

To be eligible for family care and medical leave, on the date on which leave is to begin, an employee must have been employed by the District for at least 12 months, and have been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. (29 CFR §825.110 Government Code §12945.2(a)).

7.2.4.1 For the purposes of meeting the 1,250 hours of service eligibility tests of this policy, the determining factor is the number of hours an employee has worked for the District within the meaning of the Fair Labor Standards Act of 1938 [FLSA] (29 U.S.C. 297). (29 CFR §825.110(c) See 29 C.F.R. 785 for FLSA)).

7.2.4.2 Full-time teachers are deemed by law to meet the 1,250 hour test, unless proved otherwise by the District. (2 CCR §7297.0(e))

#### 7.2.5 Family Care And Medical Leave Entitlement

Subject to the provisions of this policy and State and federal law, an eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period for any one, or more, of the following reasons:

- (1) The birth of a child and to care for the newborn child;
- (2) The placement with the employee of a child for adoption or foster care by the employee. (29 CFR §825.200(a), §825.112(a); Government Code §12945.2(c)(3)).
- (3) To care for the employee's child, parent, or spouse who has a serious health condition; and (see 29 CFR §825.113 for definitions; Government Code §12945.2(c)(1)).
- (4) Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Government Code §12945.2(c)(3)(c); See 29 CFR §825.114-115 for definitions of "serious health condition" and "unable to perform the functions of the employee's position".)

7.2.5.1 For family care and medical leave purposes, the "12- month period" in which the 12 weeks of leave entitlement occurs is the school calendar year. (29 CFR §825.200(b)).

#### 7.2.6 Minimum Duration Of Leave

7.2.6.1 “Intermittent leave” is taken in separate blocks of time due to a single qualifying reason, rather than for one continuous period of time. ((29 CFR §825.202(a)).

7.2.6.2 A “reduced leave schedule” is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday. (29 CFR §825.202(a)).

7.2.6.3 Minimum Duration For Leave Taken For Serious Health Condition Of A Parent, Child Or Spouse Or For The Serious Health Condition Of The Employee.

Subject to the provisions of this policy, an employee may take family care and medical leave intermittently or on a reduced leave schedule to care for a sick spouse, parent or child when medically necessary or for the employee’s own serious health condition when medically necessary. (2 CFR §7297.3(e)).

7.2.6.3.1 FMLA leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

1. Medical necessity
2. Birth or placement
3. Qualifying exigency

The following conditions must be met for an employee to take family leave on an intermittent or a reduced leave schedule for medical necessity:

1. there must be a medical need for leave (as distinguished from voluntary treatments and procedures);
2. the medical need can be best accommodated through an intermittent or reduced leave schedule;
3. and the employee must provide certification of the medical necessity of intermittent leave or leave on a reduced schedule.

(29 CFR §825.202)

7.2.6.4 Minimum Duration For Leave Taken For The Birth, Adoption, Or Foster Care Placement Of A Child

Family care and medical leave taken because of the birth, adoption, or foster care placement of a child of the employee does not have to be taken in one continuous period of time. Any leave(s) taken shall be concluded within one year of the birth or placement of the child with the employee in connection with the adoption or foster care of the child by the employee. The basic minimum duration of the leave shall be two weeks.

However, the District shall grant a request for a leave of less than two weeks' duration on any two occasions. (2 CCR §7297.3(d)).

- 7.2.6.5 Leave increments shall be taken in increments of at least half a day. Only the amount of leave actually taken will be counted toward the 12 weeks of leave to which an employee is entitled. (29 CFR §825.205).
- 7.2.6.6 Employees needing intermittent leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt the District's operations. (29 CFR §825.203).
- 7.2.6.7 The District may, at its discretion, assign an employee to an alternative position with equivalent pay and benefits that better accommodates the employee's intermittent or reduced leave schedule, as determined by the District. (29 CFR §825.204).

#### 7.2.7 Pay Status and Benefits

- 7.2.7.1 Except as provided in this section, the family care and medical leave will be without pay or benefits. However, the District will continue to provide and pay for group health benefits during the period of leave on the same basis as coverage would have been provided had the employee been continuously employed during the entire leave period. (29 CFR §825.207, 29 CFR §825.209; Government Code §12945.2; 29 CCR §7297.5(c)).
  - 7.2.7.1.1 The employee will be required to continue to pay his/her share of premiums payments, if any. Payment is due at the same time as it would be made if by payroll deduction. (29 CFR §825.210).
  - 7.2.7.1.2 Although the District may choose to maintain an employee's health benefits, if the employee fails to pay the employee's share of the premiums, the District's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late. (29 CFR §825.212(a) & (c); 12945.2, 2 CCR §7297.5(e)).
  - 7.2.7.1.3 As permitted by law, the District will recover from the employee the employee's share of any premium payments missed by the employee for any unpaid family care and medical leave period during which the District maintains health coverage by paying the employee's share after the premium payment is missed. (29 CFR §825.212(b) and 29 CFR §825.213).
  - 7.2.7.1.4 As permitted by law, the District will recover from an employee its share of health plan premiums

during a period of unpaid family care and medical leave if the employee fails to return to work after the employee's family care and medical leave entitlement has expired. (Government Code §12945.2(f), 2 CCR §7297.5; §825.212 and 29 CFR §825.213).

#### 7.2.7.2 Other Benefits

An employee's entitlement, if any, to benefits other than group health benefits while on family care and medical leave is determined by the District's established policies regarding other forms of paid or unpaid leave, as appropriate. (2 CCR §7297.5(d); Government Code §12945.2(f)(2)).

#### 7.2.7.3 Relationship of Family Care And Medical Leave To Other Leaves

##### 7.2.7.3.1 Use of Other Paid Leave

An employee may elect or the District may require the substitution of an employee's accrued vacation or other accrued paid leave, other than sick leave, for any part of the employee's family care and medical leave. An employee may elect or the District may require the substitution of accrued sick leave only under circumstances permitted by District policy and/or the collective bargaining agreement for the substituted leave.

7.2.7.3.2 Any leave of absence which qualifies as family care and medical leave and is designated by the District as family care and medical leave will be counted as running consecutively with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason under a collective bargaining agreement, board policy or state law. (Government Code §12945.2(e); 29 CFR §825.207, §825.208; 2 CCR §7297.5).

##### 7.2.7.3.3 Workers' Compensation Leave

The District may count any time off for an employee's on-the-job injury against the employee's family care and medical leave entitlement when the employee's injury meets the criteria for a serious health condition; however, an employee's accrued paid leave may not be substituted for any part of a FMLA leave that is also

a workers' compensation leave. (29 CFR 825.207, also, 825.210(f), 825.307(a)(1)).

#### 7.2.8 Notice To District

7.2.8.1 The employee must provide written notice to the District as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care or planned medical treatment, the notice must be provided at least thirty (30) calendar days in advance of the leave, or if not reasonably known thirty (30) calendar days before the leave, then as soon as reasonably practicable.

The written notice must inform the District of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave. The District's Request for Family and Medical Leave Form should be used whenever possible. (29 CFR §825.302; 2 CCR §7297.4.)

7.2.8.2 If an employee fails to give 30 days notice for foreseeable leave with no reasonable excuse for the delay, the District may deny the family care and medical leave request until at least 30 days after the date the employee provides notice to the District of the need for family care and medical leave. (29 CFR §825.304(b)).

7.2.8.3 The employee shall consult with the District and make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption the District's operations. (2 CCR §7297.4(a)(2)).

#### 7.2.9 Medical Certification

7.2.9.1 An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the District with recertification by the health care provider. (Government Code §12945.2(j); 29 CFR §825.305-306; 2 CCR §7297.11, §7297.0(a)).

7.2.9.2 An employee's request for family care and medical leave because of the employee's own serious health condition shall be supported by a certification issued by the employee's health care provider. (Government Code §12945.2(k)).

7.2.9.3 As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee is required to obtain certification from the

employee's care provider that the employee is able to resume work. (29 CFR§825.312).

- 7.2.9.4 Employees are required to use the "Certification of Health Care Provider or Practitioner" form available from the District to meet the certification and recertification requirements of this policy.
- 7.2.9.5 As permitted by law, at the District's discretion and expense, the District may require that the employee obtain the opinion of a second health care provider designated or approved by the District in accordance with the appropriate statutory provisions. At the District's discretion and expense, the District may also require the opinion of a third health care provider, in accordance with the appropriate statutory provisions, in the event that the second opinion differs from the opinion in the original certification. At the employee's request, the District shall provide the employee with copies of any second and third medical opinions. (Government Code §12945.2(k); 29 CFR §825.307-308; 2 CCR §7297.4(b)(2)).
- 7.2.9.6 Under this policy, "health care provider" means a health care provider as defined in federal and state regulation implementing the FMLA and the CFRA. (29 CFR §825.125; 2 CCR §7297.0(j)).

#### 7.2.10 District Response To Leave Request

It is the District's responsibility to designate leave, paid or unpaid, as family and medical leave-qualifying and to notify the employee of the designation.

#### 7.2.11 Employee's Status On Returning From Leave

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same position the employee held when leave commenced if the same position still exists, or if leave extends into a second school year. Otherwise the employee is entitled to be returned to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The leave shall not constitute a break in service for purposes of longevity or seniority under a collective bargaining agreement or any employee benefit plan. (Government Code §12945.2(g); 29 CFR §825.214-219; 2 CCR §7297.5(f)).

#### 7.2.12 Relationship To Pregnancy Disability Leave

The family care and medical leave provided under this section is in addition to any leave taken on account of pregnancy, childbirth or related medical conditions for which an

employee may be qualified under state law. (Government Code §12945.2; 2 CCR §7297.6).

### 7.3 Personal Necessity Leave

#### 7.3.1 Days Per Year

Unit members may use up to seven (7) days of leave credited under Section 7.1 for purposes of personal necessity.

#### 7.3.2 Definition

Personal necessity leave shall be limited to: (a) death or serious illness of a member of the unit member's immediate family; (b) accident involving the unit member's person or property, or the person or property of the unit member's immediate family; (c) other matters of compelling personal importance, provided that personal necessity leave shall not be used solely for: (1) the extension of a holiday or a vacation period; (2) matters which can be taken care of outside the work hours; (3) recreational activities; (4) participation in demonstrations, slowdowns, strike, or similar work stoppages; or (5) matters of mere personal convenience.

"Immediate family" as used in this section means the mother, father, grandmother, grandfather, child, or grandchild of the unit member or of the unit member's spouse or domestic partner (as defined in subsection 7.1.8.2), and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any relative living in the unit member's immediate household.

#### 7.3.3 Requesting Personal Necessity Leave

Unit members shall give notice for personal necessity leave to the District least five (5) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. The unit member shall complete the District-provided form regarding leaves upon return to work, explaining the reasons for the leave. If the District determines that the reasons for the leave do not meet the definition of personal necessity leave provided in subsection 7.3.2, the District will not credit the absence to personal necessity leave and will dock the unit member's pay for the amount of the leave.

Although the District generally will not require unit members to complete the District-provided personal necessity leave form before the requested leave period commences, the District may require advance submission of the District-established form for the leave in cases where: (1) the District determines that the large number of expected absences for the period of the requested leave will adversely affect the District; or (2) the District has reason to believe that the reasons for the leave do not meet the definition of personal necessity leave provided in subsection 7.3.2. In these cases, the



District may make its determination of whether the leave meets the definition of personal necessity before the requested leave period.

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee.

#### 7.4 Bereavement Leave

A unit member shall be entitled to a maximum of three (3) days leave of absence without loss of salary or benefits or sick leave on account of the death of any member of his/her immediate family. If the unit member must travel out-of-state because of the death, the unit member may receive up to five (5) days of bereavement leave under this section. As used in this section, "immediate family" means the mother, father, grandmother, grandfather, child, or grandchild of the unit member or unit member's spouse/domestic partner (as defined in subsection 7.1.8.2), and the spouse /domestic partner, son-in-law, daughter-in-law, brother, or sister of the unit member, or any relative living in the immediate household of the unit member. The Superintendent may also grant bereavement leave under the terms described in this section for the death of persons who do not meet the technical definition of immediate family set forth in this section, but who held a relationship with the unit member equivalent to the relationships listed in this section's immediate family definition.

#### 7.5 Pregnancy Disability Leave

7.5.1 Unit members are entitled to use sick leave (Section 7.1) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery from pregnancy, miscarriage, or childbirth. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

7.5.2 The District may require a medical doctor's verification and clearance to return to work as provided in subsection 7.1.6.

#### 7.6 Industrial Accident Leave

7.6.1 Unit members will be entitled to industrial accident leave according to the provisions of Education Code Section 44984 for personal injury, which has qualified for workers' compensation.

7.6.2 Industrial accident leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have

been performing work for the District in any one fiscal year for the same industrial accident.

7.6.3 Allowable leave shall not be accumulated from year to year.

7.6.4 Industrial accident leave shall commence on the first day of absence.

7.6.5 Upon expiration of the leave, the unit member shall be assigned to the position the unit member left.

#### 7.7 Sabbatical Leave

The District, at its sole discretion, may grant sabbatical leave in accordance with Education Code Sections 44966-44974.

#### 7.8 Jury Duty/Witness Leave

7.8.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.

7.8.2 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

#### 7.9 Other Leaves Without Pay

7.9.1 Upon the Superintendent's recommendation and the Board's approval, other leaves without compensation, increment, or tenure credit may be granted for a period of one (1) school year. At the unit member's request, the Board may grant an additional one (1) year of leave.

7.9.2 "Other leaves" include, but are not limited to: care for a member of the immediate family, child-rearing, long-term illness of the unit member, service in an elected public office, professional study or research, government-sponsored foreign service, health, temporary relation of family, and family hardship.

7.9.3 Unit members must apply for these other leaves in writing. Unit members on these other leaves must notify the Superintendent by March 1 of their intent to return to District employment in the following school year.

#### 7.10 WTA President Release Time

The District and the Association recognize the need to provide release time for the Association President to conduct Association business, including, but not limited to, participation in the negotiation process, addressing grievances, and attending other meetings. Each school year, the District shall allow the unit member service as Association President up to eight (8) days of release time, without loss of compensation, for such purposes.

## **ARTICLE 8: HOURS OF EMPLOYMENT**

- 8.1 The work year for unit members shall be one hundred eighty six (186) days, including three staff development days and three teacher work days. The work year for the School Psychologist shall be 196 hour days, including three staff development days and three teacher work days. The ten additional work days for the School Psychologist shall be served at the discretion of the Administration.
- 8.2 The regular work day shall be seven (7) hours and fifteen (15) minutes.
  - 8.2.1 Unit members shall be present at their respective duty assignments at least fifteen (15) minutes prior to the start of the school day (8:05 a.m, with the start of the instructional day beginning at 8:25 a.m.) and shall remain at school in service to the educational program until 3:20 p.m., with the official end to the instructional day at 3:10 p.m.
  - 8.2.2 Unit members shall receive the following duty-free relief breaks:
    - 8.2.2.1 Morning relief break no less than twenty (20) minutes.
    - 8.2.2.2 Lunch break no less than thirty-five (35) minutes.
  - 8.2.3 The regular work day for the School Psychologist shall be 8 hours.
- 8.3 As a result of special circumstances, unit members may be absent from work without loss of compensation or benefits for a period of up to one (1) hour if the unit member has arranged for another unit member to provide coverage (if necessary and at no additional cost to the District) and has received approval from the District.
- 8.4 A minimum day of instruction shall be four (4) hours and five (5) minutes in length.
  - 8.4.1 The District and the Association shall schedule the following minimum days with unit members permitted to leave school at the end of the instructional day: the first and last day of instruction, the day before winter recess, and the day relating to Back-to-School night.
  - 8.4.2 Each school year the District and the Association shall schedule six (6) minimum days for the purpose of conducting Parent-Teacher Conferences.
- 8.5 Except as specifically provided by this Article, the District shall pay unit members their per diem hourly rate of pay when it assigns duties beyond 5:00 p.m. and on weekends. Unit members shall not be entitled to the per diem pay for the following activities: activities compensated by stipend, music performances, STEM/science fair activities, overnight programs, or activities historically performed as part of unit members' regular professional responsibilities.
- 8.6 The District may require unit members to work up to a total of sixty (60) minutes every two weeks beyond the regular work day for faculty meetings, professional growth/in-service training activities, and committee work related to curriculum creation and modification.
- 8.7 The District shall shorten the instructional day by forty (40) minutes one day per week for faculty meetings, grade level meetings, literacy and numeracy meetings, and other education

program implementation meetings. These shortened days may be combined with the provisions in Section 8.6.

- 8.8 Whenever possible, unit members shall be provided release time with no loss of compensation or benefits to attend Individualized Education Plan meetings, Section 504 meetings, or social promotion meetings.
- 8.9 Except by mutual consent, all unit members shall have at least two hundred twenty-five (225) minutes per week for individual preparation and planning. The District may assign unit members to teach during their preparation time for up to eight (8) clock hours per school year. The District shall pay hourly per diem rate for any additional hours it requires unit members to teach during their preparation time. The District shall maintain the right to assign duties on an equitable basis to unit members during all other periods and times during the regular workday.
- 8.10 Open House will be scheduled for an evening in May. All teachers will be required to be present and participate in this event. A \$250 Open House stipend was added into the salary schedule.
- 8.11 Middle School teachers may earn In Lieu credits by covering another Middle School teacher's class. "Covering" is defined as performing the roles and duties ascribed to a substitute teacher, but does not include combined or consolidated classes. Six (6) In Lieu credits, which equates to six (6) covered class periods, will be compensated as one (1) full day at the substitute rate, while any fraction will be compensated proportionally. The District will pay In Lieus biannually in the January and June paychecks. Time sheets must be submitted on or before the deadline outlined by the District at the start of the school year. The District will send a reminder email to faculty in accordance with typical time sheet procedures and reminders.

## **ARTICLE 9: ASSIGNMENT**

- 9.1 A reassignment is the movement of a unit member from one subject area to another subject area (excluding changes in middle school electives) or one grade level to another grade level.
- 9.2 Each unit member shall be given preliminary written notice not later than April 15 of the next year's assignment. Such notice shall specify the grade, subject area, and position to which the unit member will be assigned.
- 9.3 Vacancies
- 9.3.1 A vacancy is any position that does not have a unit member assigned to it.
- 9.3.2 Upon knowledge of vacancies, the District shall deliver to the Association and post in all worksites a list of all vacancies that occur during the work year and for the following work year. The list shall contain the following:
- A closing date that is at least ten (10) school days following the posting date. If a vacancy occurs between the last teacher work day of the school year and the first student day of the following school year, the closing date for the position shall be at least five (5) calendar days following the position date.
  - A job description.
  - Credentials and qualifications necessary to meet the requirements of the position.
- 9.3.3 No assignment to fill the vacancy shall be made until after the closing date.
- 9.3.4 The District shall, upon request by a unit member, notify that unit member by mail of any posted openings, which may arise during the summer recess, intersession, or a period of leave. The unit member's request must be in writing and must include a mailing address.
- 9.3.5 The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving assignment to the vacancy.
- 9.3.6 Before hiring an outside applicant to fill a vacancy, the District shall first consider any qualified unit members who apply for the vacancy.
- 9.4 Involuntary reassignment shall not be made for arbitrary or capricious reasons.
- 9.5 Unit members who are reassigned during the work year shall be allowed three (3) days of paid release time for preparation prior to the effective date of the reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is reassigned.

## **ARTICLE 10: EVALUATION**

### **10.1 Purpose**

The purpose of unit member evaluation is the continued improvement in the performance of all unit members and thereby the improvement and quality of education.

#### **10.1.1 Frequency of Evaluation**

Each unit member shall be evaluated on a continuing basis. A certificated administrator, as the primary evaluator, will formally evaluate teachers. A formal evaluation shall be completed each school year for each probationary and/or temporary unit member. Permanent unit members performing satisfactorily shall be formally evaluated at least once every other year. Unit members who receive a needs improvement or unsatisfactory ranking in any standard area shall be formally evaluated each school year until all expectations are met.

10.1.2 Unit members are formally evaluated each year until tenure is granted and the following year at the Superintendent's discretion.

### **10.2 Areas of Evaluation**

10.2.1 The District shall evaluate and assess certified unit member performance as it reasonably relates to:

- 10.2.1.1 The progress of students toward the District's established standards of expected student achievement at each grade level in each area of study, and the state adopted academic content standards as measured by state-adopted criterion referenced assessments. District adopted evaluation forms are referenced in Attachment E– Certificated Evaluation Forms.
- 10.2.1.2 The instructional techniques and strategies used by the unit member.
- 10.2.1.3 The unit member's certificated employee's adherence to curricular objectives.
- 10.2.1.4 The unit member's establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities.
- 10.2.1.5 The fulfillment of professional and school wide responsibilities.
- 10.2.1.6 The above criteria include and shall be supplemented by the California Standards for the Teaching Profession ("CSTP") listed below and shall constitute the standards for

the evaluation of the certificated employee. The references to CSTP are listed below parenthetically.

- 10.2.1.6.1 Engaging and supporting all students in learning. (Standard 1).
  - 10.2.1.6.2 Creating and maintaining effective environments for student learning (Standard 2).
  - 10.2.1.6.3 Understanding and organizing subject matter for student learning (Standard 3).
  - 10.2.1.6.4 Planning instruction and designing learning experiences for all children (Standard 4).
  - 10.2.1.6.5 Assessing student learning. (Standard 5).
  - 10.2.1.6.6 Developing as a professional educator (Standard 6).
- 10.2.2 Unit members shall not be evaluated using publishers' norms established by standardized tests.
- 10.2.3 Non-instructional unit members shall be evaluated on the fulfillment of duties as defined in their job descriptions.

### 10.3 Formal Classroom Observation Procedures

- 10.3.1 The evaluation procedure shall include, but not be limited to, formal classroom observation. The formal classroom observation must include at least a class period and cover one lesson beginning to end. The evaluator may make additional scheduled and unscheduled informal observations in the classroom.
- 10.3.1.1 Permanent unit members must have at least one (1) formal classroom observation during the evaluation year. The administrator will formally evaluate, at least once a year, every permanent teacher whose last evaluation included an "unsatisfactory" rating or two or more "needs improvement" ratings.
  - 10.3.1.2 Probationary and temporary teachers must receive at least two (2) formal classroom observations every year.
- 10.3.2 The evaluator and unit member being evaluated shall meet in a pre-evaluation conference to review the evaluation procedure, and to discuss mutually agreed goals for the unit member utilizing the CSTP evaluator.
- 10.3.3 The evaluator and unit member will meet prior to each formal observation to review observational goals.
- 10.3.4 After the formal observations and conferences, the evaluator will meet with the certificated teacher and discuss the final written summative of copy being placed in the personnel file and the other given to the teacher. The teacher's signature indicates only that he/she was presented with a

copy of the final written evaluation and that a conference was held.  
Teachers may attach a written response to the final written evaluation.

- 10.3.5 All teachers may submit a written self-assessment to accompany the formal written summative evaluation for the personnel file. Teachers may also request an additional evaluation to be made by a person of their choice. Every attempt will be made to reach mutual agreement regarding the selection of this person. In case of contradictory evaluations, or at the request of the teacher, the Board must read the entire personnel file of the teacher and may request an additional evaluator.
- 10.3.6 All items pertaining to the evaluation will be filed in the personnel file and the certificated teacher may write a written response if desired.



#### 10.4 Evaluation Timelines And Procedures

Prior to October 1	Unit members will be notified that they are being evaluated.
Prior to October 15	No later than October 15 during a unit member's evaluation year, the unit member and evaluator shall meet to discuss goals, standards, and objectives to be observed during the evaluation and the schedule of observations, conferences and final summative evaluation for the year. Mutually agreed upon goals will be placed in the unit member's personnel file.
Between Oct. 15-Dec. 15	A pre-evaluation conference will be held and a second evaluator may be assigned. Probationary and temporary teachers will have their first formal observation and conference.
Between Jan. 1-Mar 1	A pre-evaluation conference will be held and a second evaluator may be assigned. Probationary and temporary teachers will have their 2 <sup>nd</sup> formal observation and conference.
Between Nov. 1-Mar 1	Tenured teachers being evaluated will have their pre-evaluation, formal observations and conferences.
Prior to the last day of school	Final summative evaluation summaries to be completed for certificated teachers being evaluated and placed in personnel files.

## 10.5 Alternative Evaluation Procedure

### 10.5.1 Participation

- With mutual consent between the unit member and the unit member's evaluator during an on-cycle evaluation year, a permanent unit member in good standing may participate in the Alternative Collaborative Evaluation Plan. For participating unit members, the alternative collaborative evaluation procedure shall replace the traditional evaluation methods described in Sections 10.3 through section 10.4.

### 10.5.2 Goal Setting

- Each participating unit member shall meet with their evaluator for a goal setting conference no later October 15th. During the goal setting conference, the evaluator and the unit member shall agree on the following: (1) the activities to be used in the alternative collaborative plan and how these activities will cover all the areas of evaluation described in subsection 10.2.1; (2) the unit member's goals to be met by the alternative collaborative evaluation plan; (3) how the alternative collaborative evaluation option will improve teaching skills to enhance student learning; (4) timelines for completion of the alternative collaborative evaluation; and (5) unit member will create at least one (1) personal goal, and one (1) goal agreed upon by both unit member and their evaluator. The evaluator may provide access to the following supports if appropriate: coaching, access to training, peer support and/or observations, professional development, and release time.

### 10.5.3

- The outcome of the goal-setting conference is that the unit member will submit to the evaluator a written goals and an action plan, including a timeline for completion of the alternative collaborative evaluation plan, as well as a detailed descriptions of actions to be taken and evidence to be gathered to demonstrate progress made toward goals listed in 10.5.2. Unit member will have at least one observation cycle by evaluator.

### 10.5.4 Reflection

- At least 2 weeks prior to the end of the school year, the unit member and evaluator will meet to review the progress for the unit member's alternative collaborative evaluation goals and review evidence. The unit member shall bring a written reflection to this meeting. After the date scheduled for completion of the alternative collaborative evaluation activities, the evaluator shall place a form indicating whether the unit member has completed the alternative collaborative evaluation plan in the unit member's file, as well as whether the unit member has met the District's performance standards.

### 10.5.5 Post Evaluation Conference

Before May 1, the unit member and evaluator will meet to review the progress for the unit member's alternative evaluation activities. The unit member shall bring a written progress summary to this meeting. After the date scheduled for completion of the alternative evaluation activities, the evaluator shall place in the unit member's personnel file a form indicating whether the unit member has completed the alternative evaluation plan

and whether the unit member has met the District's performance standards.

#### 10.6 Unsatisfactory Evaluation

10.6.1 A unit member receiving an unsatisfactory evaluation shall receive written notification and a description of the unsatisfactory performance. The evaluator shall confer with the unit member and make specific recommendations as to areas of improvement, establish a schedule to monitor progress, and endeavor to assist the unit member in the unit member's performance without unreasonable cost to the unit member. The District may provide any of the following forms of assistance:

- District assistance to implement improvement recommendations.
- provision of additional resources to assist with improvements.
- methods to measures improvements; and
- other assistance likely to lead to improvement.

The District has the sole discretion to determine the nature and extent of the assistance it will provide to the unit member.

10.6.2 A unit member receiving an unsatisfactory evaluation may request additional formal classroom observations, evaluation conferences, and written evaluations unit.

10.6.3 Any permanent unit member receiving an unsatisfactory evaluation in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction shall participate in the Peer Assistance and Review Program as described in Attachment E.

#### 10.7 Response To Evaluation

The unit member shall have the right to attach written comments to the evaluation, and the response shall be a permanent attachment included in the personnel file.

## **ARTICLE 11: CLASS SIZE**

- 11.1 The Woodside School District, operating on the premise that reasonable class size is a determining factor in the general quality of education, prescribes a maximum enrollment of twenty-five (25) students per classroom in grades K through five and twenty-seven (27) students per classroom in grades six through eight, except for music and physical education classes.
- 11.2 For Physical Education and Music, the maximum enrollment per class is as follows:
- a. Kindergarten: 25 students
  - b. Grades 1-4: 28 students
  - c. Grades 5-8: 30 students
- 11.3 When class size exceeds the enrollments maximums established above, the District shall provide assistance to the unit member. The nature of the assistance shall be mutually determined by the District and the unit member.

## **ARTICLE 12: SAFETY AND CONDITIONS OF EMPLOYMENT**

It shall be the unit member's responsibility to report to the Superintendent or his/her designee any observed purportedly unsafe conditions in the building, on school premises, or on any facility being used for school sponsored activities. The report shall be made verbally and as soon as the condition is recognized. A written report shall also be made within five (5) school days.

## **ARTICLE 13: COMPENSATION**

### **13.1 Salary Schedule**

13.1.1 All certificated unit members represented by the bargaining unit shall be paid according to the salary schedules contained in Attachments B and C.

#### **13.2.1 2024-2025 Teachers' Salary (NEW)**

Salary Schedule Increase: The 2024-2025 Teachers' Salary Schedule shall reflect a three percent (3%) increase over the 2023-2024 Employees' Salary Schedule, effective July 1, 2024.

#### **13.2.2 2025-2026 Teachers' Salary (NEW)**

Salary Schedule Increase: The 2025-2026 Teachers' Salary Schedule shall reflect a three percent (3%) increase over the 2024-2025 Employees' Salary Schedule, effective July 1, 2025.

#### **13.2.3 2026-2027 Teachers' Salary (NEW)**

Salary Schedule Increase: The 2026-2027 Teachers' Salary Schedule shall reflect a three percent (3%) increase over the 2025-2026 Employees' Salary Schedule, effective July 1, 2026.

#### **13.2.4 Contingency Language (NEW)**

If the district receives higher revenue through property taxes during the 2025-2026 School year and/or the 2026-2027 school year above 5.5%, the Association and the district will meet to determine if the increase in revenue will allow for an increase in salary and benefits of unit members, and if so, the Association and the district will negotiate appropriate changes.

### **13.2 Stipends And Other Compensation**

13.2.1 Unit members who qualify shall receive the following stipends as outlined on the certificated salary schedule:

- i. Master's Degree: \$2,500 per school year (limit 2)
- ii. Doctoral Degree: \$2,500 per school year (limit 1)
- iii. National Board for Professional Teaching Standards Certification: \$2,500 per school year (limit 1)
- iv. BCLAD Certification: \$2,500 per school year (limit 1)
- v. Certificate of Clinical Competence issued by ASHA in the field of audiology, or speech-language pathology: \$2,500 per school year (limit 1)

These stipends will be pro-rated based on the unit member's FTE as a percentage of 1.0 FTE.

### 13.2.2 Unit members are eligible to apply for available stipends as listed in Appendix A

- i. The District shall select the unit members for the stipend activities and services after providing notice to unit members of the available stipends and giving unit members the opportunity to apply for the stipends.
- ii. The Superintendent must approve in writing, in advance, all stipends including off-campus field trips requiring unit members to stay overnight.
- iii. Unit members may propose new extra services coordinator stipend/services to the Superintendent each year for consideration.
- iv. Stipend activities/services are above and beyond contract duties/activities/hours. The rate of pay for pre-approved hourly work will be \$55.00 per hour.

### 13.2.3 National Board for Professional Teaching Standards Certification (NBPTS)

- i. If the unit member desires, the District shall pay up to \$2,000 in fees toward NBPTS on a one-time basis for the unit member who submits a written application to the District. If the District pays the unit member's fees, as set forth above, the unit member will not receive the District stipend for the first year the unit member is otherwise eligible for the stipend.
- ii. If the District pays all or a portion of the fees, as set forth above, and the unit member does not complete the program within two years of written application to the NBPTS, the unit member shall repay the District one-half of the District's paid fees. This repayment shall be made the following year through automatic payroll deduction from the unit member's paycheck in the amount of one hundred dollars (\$100) per month until fully repaid. If the unit member separates from the District before fully repaying the amount required by this section, the remaining amount due shall be deducted from the unit member's final paycheck. If the unit member completes all requirements but is not awarded certification, no repayment shall be required.
- iii. The unit member is responsible for providing proof of certification prior to August 31<sup>st</sup> to receive this stipend in the then current school year, for expired certifications. In case of a certification that expires within the then current school year, the stipend will be pro-rated based on expiration date of the certification.

### 13.2.4 Professional Development Compensation

Woodside School District teachers can participate in up to 5 days of professional development at a rate of \$312 per day on non-contract days. A full day of professional development is considered to be at least 6.5 hours in length. The Superintendent will approve professional development programs annually. Unit members may only participate in up to five days of professional development for compensation.

Unit members must complete a Professional Development Compensation Request Form and be pre-approved by the Superintendent in order to be compensated for professional development. Unit members may earn committee stipends above and beyond summer institute participation. Unit members who receive compensation for professional development may not apply any units associated with paid professional development to move columns on the salary schedule.

### 13.3 Salary Schedule Movement And Placement

Unit members without recognized teaching experience will be placed on Step 1 of the salary schedule. Column placement will be determined by the number of graduate units accumulated after the initial Bachelor's Degree. The Superintendent may grant credit equivalence for other courses or approved professional growth activities.

The District will determine initial salary schedule placement, and will grant recognition for up to fourteen (14) years of full-time regular teaching experience with full credential in a public or private school, beginning with the 2024-2025 school year. Part-time experience shall be converted to full-time equivalent as outlined in Article 16, Section 16.3.

13.3.1 Horizontal movement shall be available to those certificated staff members who meet the unit and other requirements of this article.

13.3.2 A quarter unit is equivalent to  $\frac{2}{3}$  of a semester unit.

13.3.3 Unit members may not move on the salary schedule more than one step down and two columns across each year.

13.3.4 All courses, with the exception of Superintendent approved Master's Degree programs, shall be approved before April 15 by the Superintendent. Transcripts or official grade slips shall be presented to the Administration Office before September 10 for movement to a higher level.

In the event the unit member has not received a late summer course transcript by September 10, the unit member must notify the administration in writing of the course taken and number of units received for such course. The unit member must turn in an official transcript or grade record by October 1 to have units credited. The Superintendent may waive this requirement in cases of hardship.

13.3.5 By April 1, unit members shall receive a written report of the number of units earned and documented to date.

#### 13.4 Payment of Salary

13.4.1 Salaries will be paid on a ten (10) month basis. The District will provide a summer withholding option to allow unit members to elect to receive their annual net salary payments in consistent monthly payments spread over a 12-month period.

### **ARTICLE 14: HEALTH AND WELFARE BENEFITS**

#### 14.1 Health Insurance For Unit Members (NEW for 2024-27)

##### 2024-2027 Benefits

For unit members who have accepted the District's health care coverage, the District will increase its contribution to health benefits by \$1,000 per member for the 2024-25 school year (to \$13,000). For unit members who have declined the District's health care coverage, the district will increase its in-lieu benefits by \$500 per member for the 2024-25 school year. All increases noted in this provision will be distributed to unit members over a 10-month period.

All certificated unit members included in the bargaining unit shall be eligible for the District contribution of the cost of premiums for health, dental, and vision care plan coverage to a maximum of \$13,000 per 1.0 FTE, or the pro-rated portion thereof. The \$13,000 amount will be used to calculate the "cash-back" amount provided to teachers who can evidence health coverage through a spouse or domestic partner.

The District shall make every effort to offer at least one PPO plan, one HMO plan, and one Kaiser Foundation plan, if such plans are available.

Unit members who can evidence the provision of health care coverage from another source (i.e. spouse or domestic partner) may elect not to participate in one of the District's health plans. Such full time (1.0FTE) employees will receive "**cash-back**" in an amount equal to 50% of the District's maximum annual contribution towards the cost of health, dental and vision plan premiums. For unit members who are greater than .50 FTE and less than 1.0 FTE, the "cash-back" amount will be pro-rated based on the unit member's FTE as a percentage of 1.0 FTE. (For unit members who have declined the District's health care coverage, the district will increase its in-lieu benefits by \$500 per member for the 2024-25 school year (for a total of \$6,500). All increases noted in this provision will be distributed to unit members over a 10-month period.)

Unit members that receive "cash-back" must enroll in the District's non-voluntary dental plan, at the employee's expense. Unit members that receive "cash-back", have the option to enroll in the District's voluntary vision plan, at the employee's expense.

An active employee, who is Medicare eligible, may choose to enroll in Medicare. The District will pay for the cost of Medicare Part B and D, dental and vision plans equal to the District maximum contribution of \$13,000 per 1.0 FTE.

14.1.1 The District contribution towards the cost of welfare benefits is increased to



\$13,000 per 1.0 FTE for the 2024-2025 school year. Unit members will assume the financial responsibility for any premium cost increases.

#### 14.2 Section 125

The District will implement a Flex 125 plan (pursuant to IRS code section 125).

#### 14.3 Preschool Tuition Discount

All certificated employees whose children, including minor dependents, are enrolled in the Woodside Preschool shall be eligible for a 40 percent tuition discount for the preschool program the child is enrolled in; i.e. 40 percent off of the full cost for the level of services the student is receiving.

### **ARTICLE 15: RETIRED PERSONNEL HEALTH PLAN**

#### **15.1 Eligible Retirees-Pre-Age 65 -District Contributions.**

15.1 An eligible early retiree is defined to mean an individual who retires between the ages of 55 and prior to age 65 and meets the eligibility criteria listed below:

- 15.1.1 Retired unit members have the option to receive benefits as set forth in the collective bargaining agreement in effect at the time that the unit member retired from service with the District. Retiree benefits include cash back in the amount stated in the contract at the time of their retirement.
- 15.1.2 Have been employed by the Woodside School District for ten (10) years or more. A sabbatical leave may count for one year of the eligibility requirement as long as it does not fall within the last two years of employment.
- 15.1.3 The unit member must have attained age 55 and have been an employee of Woodside School District for ten years at the time of retirement.
- 15.1.4 The unit member will be retiring from active service in the CalSTRS and/or CalPERS systems.
- 15.1.5 An individual shall be deemed an “eligible early retiree” if the individual meets all other eligibility criteria contained in Section 15.1, even if not enrolled in a District health plan at the time of the individual’s retirement. Such eligible early retiree who is not enrolled in a District plan at the time of retirement shall, as of the date of the individual’s retirement, be entitled to participate in the “cash back” option available to active unit members until they attain age 65. Dental and Vision coverage continues for eligible retirees without change. All costs associated with spousal and dependent coverage for Dental and Vision shall be the exclusive responsibility of the retired unit member. After age 65, the cash back option ceases and the eligible retiree is entitled to retiree medical benefits provided in section 15.2.6 through and including section 15.2.8
- 15.1.7 Eligible early retirees who elect medical coverage from a District group medical insurance plan shall be eligible for an annual District maximum contribution toward the cost of such medical premiums at the contribution amount of the agreement at the time of retirement. The early retiree shall be responsible for any

medical premium costs that exceed the District maximum contribution. The District maximum contribution shall be equal to the medical premium coverage paid by the District on behalf of active unit members (see Section 14.1) for the following:

Health Plan (Kaiser, Blue Shield PPO, or Blue Shield HMO);

Dental Plan (Delta Dental); and

Vision Service Plan

15.1.8 Eligible early retirees shall be entitled to participate in the “cash-back” option available to active unit members until they attain age 65. Dental and Vision coverage continues for eligible employees without change. All costs associated with spousal coverage for Dental and Vision shall be the exclusive responsibility of the retired unit member.

After age 65, the cash back option ceases and the eligible retiree is entitled to the retiree medical benefits provided in section 15.2.6 through and including section 15.2.8 below.

#### 15.2 Eligible Retirees-Age 65 and Older-District Contribution

15.2 For an age 65 or older retiree to be eligible for District coverage of the cost of Medicare Part B and D coverage, eligible unit members who retire during the term of the Agreement must meet the following conditions:

15.2.1 Retire at age 65 or later and meets the eligibility criteria listed below.

15.2.2 Have been employed by the Woodside School District for ten (10) years or more. A sabbatical leave may count for one year of the eligibility requirement as long as it does not fall within the last two years of employment.

15.2.3 The unit member must have attained age 65 and have been an employee of Woodside School District for ten years at the time of retirement.

15.2.4 The unit member will be retiring from active service in the CalSTRS and/or CalPERS systems.

15.2.5 Last five (5) years must be consecutive at Woodside School District.

15.2.6 Under the terms of this agreement, at age 65, eligibility for participation in the District’s group health plan or cash back option ceases and health coverage is provided through Medicare. The District pays for the cost of Medicare Part B and D coverage for eligible retirees. At age 65, dental and vision coverage continues for eligible retirees without change. Any cost associated with the enrollment of a spouse in the District’s group dental and/or vision plan will be the financial responsibility of the retired unit member.

15.2.7 Medicare Part B (Medical Insurance)

The eligible retiree must be responsible to enroll, if eligible in Part A and/or Part B, as soon as the individual becomes eligible. Federal Medicare Law can be found at 42 U.S.C. § 1395, et seq.

15.2.8 The eligible retiree must submit written evidence of Medicare deduction from their Medicare check in order for the District to reimburse them on a quarterly basis for this cost. After initial verification, the District will issue a quarterly reimbursement check to the retiree. If the rate of deduction changes, it shall be the retiree’s responsibility to resubmit written evidence of the deduction change in order for the District to change its monthly reimbursement.

### 15.3 STRS “+2”

Effective with the 2006-07 school year, the District will implement the provisions of AB 1207 which allow for the STRS “+2” Retirement Incentive Program.

### 15.4 CALSTRS 2-Year Retirement Incentive Program

Members who receive two additional years of service credit from the incentive are not permitted to work for the employer they received the incentive from for five years from their retirement date, including any post-retirement employment – full-time, part-time, or substitute teaching. Members who violate this restriction will forfeit the two additional years of service credit they received.

Members who retire with the two additional years of service credit and who later terminate their retirement in order to reinstate to active membership will also forfeit the additional service credit. Members who receive two additional years of service credit from the incentive are subject to any, and all of the restrictions in force from CALSTRS, and are responsible for understanding and upholding these requirements.

## **ARTICLE 16: PART-TIME WORK AND JOB SHARING**

- 16.1 The District may approve part-time or job-share work arrangements, and will determine the work schedule of the part-time or work-share arrangement before work begins. In considering whether or not to approve part-time or job-share arrangements, the District shall consider whether the arrangement will result in any increase in cost to the District for salary or benefits beyond the cost that would be incurred using full-time unit member(s).
- 16.2 Benefits, salaries, and other entitlements shall be prorated for the part-time contracts in proration to the amount that the part-time employment bears to full-time employment. Part-time unit member’s participation in health, dental, and vision insurance plans shall be contingent upon part-time eligibility rules and requirements established by the insurance providers.
- 16.3 Part-time unit members who work seventy-five percent (75%) or more of a full-time equivalent shall receive a full year credit for purposes of placement and movement on the salary schedule. Part-time unit members who work less than seventy-five percent (75%) of full time shall accrue one year of service credit for annual salary advancement or for initial salary schedule placement when multiple years of service combined amount to at least seventy-five percent (75%). For example:

Example:	A*	B*
Year 1	40%	30%
Year 2	40%	30%
Year 3	Move 1 year at end of year 2	30% Move 1 year at end of year 3

B). \* There is no carryover of excess amounts (i.e., 5% in Example A or 15% in Example

16.4 Part-time unit members must work and receive full payment for all non-instructional days included in the calendared teacher work year.

## **ARTICLE 17: PRE-RETIREMENT EMPLOYMENT PROGRAMS**

Unit members may apply to participate in either of the two pre-retirement programs described in this article, but may not participate in both programs.

### **17.1 Part-Time Teaching With Full Retirement Credit**

#### **17.1.1 Qualifications**

Unit members on the regular certificated salary schedule who have been employed by the District for at least ten (10) years in positions requiring certification, including the immediately preceding five (5) years in full-time employment may, upon request, be granted permission by the Board to reduce their workload from full-time to part-time (a minimum of 50%) and maintain full-time status for retirement purposes if they reach the age of fifty-five (55) before the reduction in workload and are not older than the age of seventy (70). Unit members in the program who reach the age of seventy (70) during the school year may continue through that year.

#### **17.1.2 Limitations**

- 17.1.2.1 This section of the Agreement is subject to the California Education Code provisions pertaining to part-time teaching with full retirement credit (Sections 22713 and 44922), and if those Education Code provisions are repealed during the term of the Agreement, this section shall become inoperative. Participating unit members must meet all requirements of Education Code Sections 22713 and 44922.
- 17.1.2.2 If the District determines that this program fails to meet the District's interests, it may cancel the program effective the following school year if it provides notice to the Association of the cancellation on or before March 15.
- 17.1.2.3 Individual participation in the program is limited to a period of five (5) years (or until the unit member reaches age seventy (70)).

- 17.1.2.4 The District has the final discretion to determine the form and amount of part-time employment, but shall not allow part-time employment under this program for less than fifty percent (50%) time.
- 17.1.2.5 As long as the District has not cancelled the program, the option of part-time employment shall be exercised at the request of the unit member. Part-time employment under this program can be revoked only with the mutual consent of the District and the unit member.
- 17.1.2.6 The agreement or contract for part-time service shall be executed by the unit member and District, in writing, prior to the period of reduced service, at the beginning of the school year or before the beginning of the second half of the school year.

#### 17.1.3 Program Participation

A unit member who is interested in participating in this program shall notify the Superintendent no later than March 1. The Superintendent or designee shall schedule a meeting with the unit member to discuss a mutually agreeable program. The unit member shall be notified by June 1 if the unit member has been accepted into this program, and the terms of the program.

#### 17.1.4 Salary

The unit member's salary shall be the pro rata share of the salary the unit member would be earning had the unit member not elected to exercise the option of part-time employment. Unit members participating in the program shall advance on the salary schedule in the same manner as if they had been working full-time.

#### 17.1.5 Benefits

The participating unit member's health and welfare benefits shall be the same as if the unit member was working full-time.

#### 17.1.6 Retirement

- 17.1.1.1 Participating unit members and the District shall contribute to STRS as if the participating unit members were full-time. Full-time retirement credit for part-time work shall not exceed five (5) years.
- 17.1.1.2 Unit members who terminate before the end of the school term or the school year will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued. Retirement contributions for

services not actually performed will be returned to the unit member and the District.

#### 17.1.7 Sick Leave

If a unit member works part time under this program, the amount of sick leave earned will be proportional to the amount that would have been earned in full-time employment. A unit member working part time who uses sick leave will reduce earned sick leave on the same basis as the unit member's employment.

### 17.2 Pre-Retirement Employment Program

After ten (10) years of full-time satisfactory service or the equivalent of ten (10) years of full-time satisfactory service in the Woodside School District and achievement of age fifty-five (55), a unit member becomes eligible for this program.

17.2.1 Persons opting for this program would be required to serve thirty (30) school days each year at activities or services and times established by the District in consultation with the unit member. Once a unit member moves from a percentage to the R-5 phase of his/her option, his/her days of required service shall be reduced from thirty (30) to twenty (20). In unusual circumstances, the Superintendent may waive the service requirement.

17.2.2 Unit members opting for this program would be assured of annual renewal for the full length of the option selected or age sixty-five (65), whichever comes first. Once electing to participate in the program, a unit member may not return to regular employment in the District.

17.2.3 A contract would be signed indicating the highest annual salary (actually earned) as well as the percentage of that salary the unit member will receive for each year of the option selected which has a percentage attached to it. Once a unit member has entered into the program, the unit member may drop his/her participation at any time; the unit member may not, however, change options, reenter or take a leave of absence from the program.

17.2.4 A unit member who participates in a percentage phase of the program shall contribute to the State Teachers' Retirement System and receive service credit in the ratio of 30 divided by 183 or 16.4%. The District also makes contributions to the State Teachers' Retirement System. Unit members on the R-5.\* phrase do not continue contributions into the State Teachers' Retirement System. Each year's participation must be for the full fiscal year (July 1 through June 30).

17.2.5 The District will continue the same fringe benefit contributions as though the staff member were on a full-time salary.

17.2.6 Participation in the program is subject to Board approval.

OPTIONS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
A	30%	30%	30%	30%	30%
B	30%	30%	30%	30%	R-5
C	35%	35%	35%	35%	-
D	35%	35%	35%	35%	R-5
E	40%	40%	40%	R-5	-
F	45%	45%	R-5	R-5	-
G	50%	R-5	R-5	R-5	R-5
H	R-5	R-5	R-5	R-5	R-5

\*R-5 unit member is drawing STRS benefits; there to be supplemented by District contribution of \$5,000.

#### **ARTICLE 18: SOLE AND ENTIRE AGREEMENT**

- 18.1 This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto, and expresses all obligations and restrictions imposed on each of the respective parties during its term.
- 18.2 The District and the Association acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### **ARTICLE 19: WAIVERS**

The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

## **ARTICLE 20: SAVINGS**

- 20.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members 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.
- 20.2 It is further agreed that within ten (10) school days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

## **ATTACHMENT A: STIPENDS AND COMPENSATION**

POSITION	STIPEND	COMMENT
Overnight field trip coordinators: 4 <sup>th</sup> , 6 <sup>th</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> grades Coordinators get both the coordinator and chaperone stipends	\$275 per night per trip	<ul style="list-style-type: none"><li>• Weekend hours of five or more result in an additional per diem hourly pay per weekend day. Multiple people can split stipend.</li><li>• When returning from an overnight field trip after 6 p.m., the per diem hourly</li></ul>



		<p>rate will be used to determine compensation for additional time up to 5 hours maximum.</p> <ul style="list-style-type: none"> <li>When the day begins on the East Coast, the East Coast time will be used to determine the return time.</li> </ul>
Overnight field trip chaperones	\$275 per night per trip	<ul style="list-style-type: none"> <li>Weekend hours of five or more result in an additional per diem hourly pay per weekend day. Multiple people can split stipend.</li> <li>When returning from an overnight field trip after 6 p.m., the per diem hourly rate will be used to determine compensation for additional time up to 5 hours maximum.</li> <li>When the day begins on the East Coast, the East Coast time will be used to determine the return time.</li> </ul>
Athletic Directors	(1) Flag Football - \$2,750 (1) Volleyball - \$2,750 (2) Basketball - \$2,750 (1) Tennis - \$1,500 (1) Track - \$1,000	<ul style="list-style-type: none"> <li>(6) positions advertised and paid by season</li> <li>Non-contract time</li> </ul>
Primary Basketball Coordinator	\$1,750 per school year	<ul style="list-style-type: none"> <li>One position: grades 1-2</li> <li>Non-contract time</li> </ul>
After-school Coaches	\$1,200 per team/sport	<ul style="list-style-type: none"> <li>Non-contract time</li> </ul>
Recess Supervisor	\$8,840 per school year	<ul style="list-style-type: none"> <li>Two positions</li> <li>5 days per week for recess and lunch supervision for 180 school days</li> <li>Non-contract time</li> <li>Pro-rated based on days</li> </ul>
DELAC Committee (4) teachers Admin Lead	\$1,040 per school year	
SEL Committee (includes DEI & Behavior Management (7) teachers: (1) TK; (2) grades 1-4; (2) grades 5-8; (3) specialists Admin Leads	\$1,750 per school year	

Primary Literacy/Phonics Support	\$5,500 per school year	
Garden Program Lead (1) teacher	\$5,500 per school year	
Grade Level and/or Subject Coordinator	\$1,050 per school year	<ul style="list-style-type: none"> <li>• Meet weekly with mentees</li> </ul>
STEM Fair/Science Showcase (2) stipends	\$1,050 per school year	
SST/IEP Meetings	\$55.00 per hour	<ul style="list-style-type: none"> <li>• Non-contract time</li> </ul>
Site Council Meetings, one per month (4) teachers Admin Leads	\$55.00 per hour	<ul style="list-style-type: none"> <li>• Non-contract time</li> </ul>
Tech Committee (3) teachers	\$55.00 per hour	<ul style="list-style-type: none"> <li>• Non-contract time</li> </ul>
Classroom re-assignment by administration	\$500	<ul style="list-style-type: none"> <li>• For classroom prep</li> </ul>
Negotiations excuses an employee from before school supervision		
NOTE: Additional committee stipends created for 2024-2025 will pay \$1,050 per school year		

## **ATTACHMENT B: CERTIFICATED TEACHER SALARY SCHEDULE**

WOODSIDE ELEMENTARY SCHOOL DISTRICT  
**TK-8 Certificated Teachers Salary Schedule**  
July 1, 2024 to June 30, 2025

	A	B	C	D	E
	AB (1-44 Units)	AB (45-59 Units)	AB (60-74 Units)	AB (75-89 Units)	AB (90+ Units)
1	77,411	84,007	92,250	100,488	105,563
2	77,411	84,007	92,250	100,488	105,563
3	79,884	84,829	93,073	102,963	107,822
4	82,359	87,302	95,542	105,436	110,363
5	84,829	89,775	98,017	107,907	112,768
6	87,302	92,250	100,488	110,378	115,168
7	89,775	94,720	103,001	112,850	117,568
8	92,219	97,191	105,436	115,325	119,967
9	94,720	99,666	107,907	117,796	122,367
10	97,191	102,138	110,378	120,267	124,768
11	99,666	103,962	112,852	122,744	127,168
12	102,138	107,080	115,325	125,217	129,568
13	104,610	109,557	117,796	127,688	131,972
14		112,027	120,267	130,160	134,373
15		114,502	122,744	132,635	136,772
16			125,217	135,106	139,173
17			127,688	137,577	141,569
18				140,050	143,971
19				142,521	146,373
20					148,772
21					151,176
22					153,575

Salaries are based on 186 day work year.

District contributes up to \$13,000 for health & welfare benefits (pro-rated per FTE).

Add-ons:

Master's Degree: \$2,500 per school year (limit 2)

Doctoral Degree: \$2,500 per school year (limit 1)

National Board Certification: \$2,500 per certification

BLCAD certification: \$2,500 per school year.

Hourly rate for approved additional work: \$55

Revised: 07/25/2024

Board Approved: 08/27/2024

**ATTACHMENT C:**  
**PSYCHOLOGIST SALARY SCHEDULE**

WOODSIDE SCHOOL DISTRICT  
**Psychologist Salary Schedule**  
July 1, 2024 to June 30, 2025

Step	Annual
1	111,829
2	114,615
3	117,473
4	120,401
5	123,403
6	126,482
7	129,634
8	132,866
9	136,179
10	139,576
11	143,057
12	146,625
13	150,284
14	154,033
15	157,875
16	161,813
17	165,850
18	169,991

Salaries based on 196 day work year.

District contributes up to \$13,000 for health & welfare,  
stipends, and other compensation - pro-rated per FTE.

Master's Degree: \$2,500 per school year (limit 2)

Doctoral Degree: \$2,500 per school year (limit 1)

Revised: 07/25/2024

Board Approved: 08/27/2024

---

**ATTACHMENT D:**  
**SPEECH PATHOLOGIST SALARY SCHEDULE**

WOODSIDE ELEMENTARY SCHOOL DISTRICT  
**Speech Pathologist Salary Schedule**  
July 1, 2024 to June 30, 2025

	A	B	C	D	E
	AB (1-44 Units)	AB (45-59 Units)	AB (60-74 Units)	AB (75-89 Units)	AB (90+ Units)
1	82,834	89,892	98,712	107,527	112,958
2	82,834	89,892	98,712	107,527	112,958
3	85,480	90,771	99,592	110,175	115,375
4	88,128	93,417	102,234	112,822	118,094
5	90,771	96,063	104,883	115,466	120,668
6	93,417	98,712	107,527	118,110	123,235
7	96,063	101,355	110,216	120,755	125,804
8	98,678	103,999	112,822	123,404	128,371
9	101,355	106,648	115,466	126,048	130,938
10	103,999	109,293	118,110	128,692	133,508
11	106,648	111,245	120,757	131,342	136,076
12	109,293	114,581	123,404	133,988	138,645
13	111,938	117,231	126,048	136,632	141,217
14		119,874	128,692	139,277	143,785
15		122,522	131,342	141,926	146,353
16			133,988	144,570	148,922
17			136,632	147,214	151,486
18				149,861	154,056
19				152,505	156,626
20					159,194
21					161,766
22					164,332

Salaries are based on 205 day work year.

District contributes up to \$13,000 for health & welfare benefits (pro-rated per FTE).

Add-ons:

Master's Degree: \$2,500 per school year (limit 2)

Doctoral Degree: \$2,500 per school year (limit 1)

National Board Certification (American Speech Language Hearing Association): \$2,500 per certification

BLCAD certification: \$2,500 per school year.

Hourly rate for approved additional work: \$55

Revised: 07/25/2024

Board Approved: 08/27/2024

## **ATTACHMENT E: PEER ASSISTANCE AND REVIEW PROGRAM**

### **1. Purpose**

- 1.1 The Peer Assistance and Review Program (“Program”) allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.
- 1.2 The extent of the Program’s assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has received an unsatisfactory evaluation. The Program’s assistance shall be provided through Consulting Teachers as described in detail in Sections 4.2 and 4.3 of this document. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article X of the Agreement, the Teacher Evaluation Handbook, and Education Code 44660, et seq., except for making available to the evaluator the results of some unit members’ participation in the Program.
- 1.3 The Joint Panel shall annually determine funding priorities pursuant to Section 4.1.7 of this document. The Joint Panel shall allocate program resources in the following priority order: first, for serving Participating Teachers with an Unsatisfactory Evaluation; second, for serving Beginning Teachers; and third, for serving Voluntary Participating Teachers and for other uses authorized by law. This Peer Program is to be closely coordinated with other District programs for training and assisting beginning teachers, including the Marian Bergeson Beginning Teacher Support and Assessment System as set forth in Education Code Section 44279.1 et seq.

### **2. Definitions For Purposes Of This Document**

#### **2.1 “Classroom Teacher” or “Teacher”**

Any member of the certificated bargaining unit who is covered by the certificated evaluation, under the Teacher Evaluation Handbook.

#### **2.2 “Participating Teacher”**

A unit member who is a classroom teacher who either volunteers or is required by this Agreement to participate in the Program.

#### **2.3 “Consulting Teacher”**

An exemplary teacher meeting the requirements of Section 4.2.1 who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.

#### **2.4 “Beginning Teacher”**

Any unit member having probationary or temporary status, or any District teaching intern participating in a program established according to Education Code Sections 44305, et seq. and 44325, et seq.

2.5 “Voluntary Participating Teacher”

Any permanent teacher wanting to engage in a professional growth activity utilizing a Consulting Teacher or other assistance provided through the Peer Assistance and Review Program.

2.6 “Participating Teacher With An Unsatisfactory Evaluation”

A unit member with permanent status who is evaluated under the Teacher Evaluation Handbook, and whose most recent performance evaluation contained an average score of two (2) or less in any one of Sections A-D on the Certificated Employee Evaluation Form.

2.7 “Principal” or “Evaluating Principal”

The certificated administrator appointed by the District to evaluate a certificated teacher.

3. Program Outline

3.1 For Participating Teachers with An Unsatisfactory Evaluation

3.1.1 Any permanent teacher with an unsatisfactory evaluation as specified in Section 2.6 must participate in the Program.

3.1.2 The Consulting Teacher’s assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher’s evaluator after the Participating Teacher receives the unsatisfactory rating. (See Form 1.).

3.1.2.1 These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).

3.1.2.2 The evaluating Principal is responsible for the remediation procedures required by Education Code Section 44664 and the Teacher Evaluation Handbook. The assistance provided by the Consulting Teacher under the Program shall supplement the remediation efforts required by Education Code Section 44664 and the Teacher

Evaluation Handbook, including but not limited to the required Development Action Plan.

- 3.1.2.3 The Principal, the Consulting Teacher assigned to the Participating Teacher, and the Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Teacher.
- 3.1.2.4 The Consulting Teacher and the evaluating Principal are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Participating Teacher.
- 3.1.2.5 The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance set forth in Section 4.3, which shall also involve conducting multiple classroom observations of the Participating Teacher.
- 3.1.3 Before April 1 of each year, the Consulting Teacher shall complete a written report regarding the teacher's participation in the Program consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the implementation of the assistance in the targeted areas. (See Form 2.) This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Principal. The Participating Teacher may submit a written response to the Consulting Teacher's report within one week of receipt of the report. Any written response submitted within this timeline will be attached to the report.
- 3.1.4 The results of the teacher's participation in the Program shall be made available for the Participating Teacher's annual evaluation. The evaluating Principal shall have the discretion as to whether and how to use the results in the annual evaluation.
- 3.1.5 After receiving the report required by Section 3.1.3, the Joint Panel shall determine whether the Participating Teacher will benefit from continued participation in the Program.
- 3.1.6 The teacher will continue participating in the Program until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The



District has the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement.

- 3.1.7 The Consulting Teacher shall conduct multiple classroom observations of each Participating Teacher.
- 3.1.8 The Consulting Teacher's report on the participation in the Program, as defined in Section 3.1.3 above, shall be made available for placement in the Participating Teacher's personnel file.
- 3.1.9 The Joint Panel will make an annual report to the Governing Board and the Association regarding the Program's impact and improvements to be made in the Program. The report also shall forward the names of the permanent teachers with unsatisfactory evaluations who, after sustained assistance, are unable to demonstrate satisfactory improvement.

## 3.2 For Beginning Teachers

- 3.2.1 The Joint Panel annually will determine what level of funding will be available under the Program to serve Beginning Teachers. Based on its funding decisions, the Joint Panel annually will determine the type and level of assistance that will be made available to Beginning Teachers under the Program.
- 3.2.2 The Joint Panel will assign a Consulting Teacher to each Beginning Teacher to provide assistance. In the first year, the Consulting Teacher shall concentrate the assistance in the area of the District's Teaching Standards. In the second year, the Consulting Teacher will focus the assistance in the areas listed by the evaluating Principal as needing improvement and/or assistance.
- 3.2.3 The Consulting Teacher and the evaluating Principal shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teachers.
- 3.2.4 Because Beginning Teacher participation in the Program is not legally mandated, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to the Governing Board the names of individual Beginning Teachers who participated in the Program. The Consulting Teacher shall provide an annual assessment of the Program's overall effectiveness and specific areas for improvement in the Program to the Joint Panel. The Joint Panel will annually report to the Governing Board and the Association on the overall effectiveness of the Program for Beginning Teachers.

### 3.3 For Voluntary Participating Teachers

- 3.3.1 The Joint Panel annually will determine what level of funding will be available under the Program to serve Voluntary Participating Teachers. Based on its decisions regarding funding availability, the Joint Panel annually will determine the type and level of assistance that will be provided to these voluntary programs.
- 3.3.2 Voluntary Participating Teachers may request the services of a Consulting Teacher or other assistance from the Program. The Joint Panel shall determine the procedures Voluntary Participating Teachers shall follow to request Program assistance.
- 3.3.3 Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, neither the Consulting Teacher nor the Joint Panel will forward to the Governing Board the names of volunteer teacher participants. Any reports to the Governing Board or the Joint Panel will be made only as required by the individual plan.

## 4. Governance And Program Structure

### 4.1 Joint Panel

- 4.1.1 The Peer Assistance and Review Program will be administered by a Joint Panel consisting of three members, and two alternates. Two of the members and an alternate teacher shall be certificated classroom teachers selected by the certificated classroom teachers as set forth in Section 4.1.2, and one member and one alternate administrator shall be administrators appointed by the District. The alternate teacher or alternate administrator shall act as a full voting member in the event of the absence of a regular teacher member or administrator member, respectively.
- 4.1.2 Qualifications for the teacher representatives shall be the same as those for Consulting Teachers as set forth in Section 4.2.1, and teacher representatives on the Joint Panel shall be elected by secret ballot in an election conducted by the Association in which all members of the bargaining unit are eligible to vote.
- 4.1.3 A Joint Panel member's term shall be two years, and members may be re-appointed to successive terms without limit. The initial terms of the teacher members shall be staggered to ease the transitions in panel membership. The first terms of the teacher members will be one one-year term and one two-year term.
- 4.1.4 The Joint Panel will make all decisions through consensus, including decisions in the areas of appointments, reports, and recommendations to the Governing Board, and Program plan and

budget. Failing a consensus, decisions will be made by majority vote. Three members will be necessary to constitute a quorum for purposes of meeting and conducting business.

- 4.1.5 Teacher members of the Joint Panel shall receive a stipend of \$4,000 for their work on the Joint Panel during the first year of this Program, beginning on July 1, 2000. Teacher members of the Joint Panel shall receive hourly pay for work on the Joint Panel before June 30, 2000, at a rate of \$30 per hour. The question of whether and how much pay Joint Panel members will receive in future years will be determined by the negotiating parties. The Joint Panel shall recommend pay levels for future years to the negotiating parties.
- 4.1.6 The Joint Panel's primary responsibilities involve establishing the annual Program and budget, and selecting and overseeing the Consulting Teachers. In addition the Joint Panel is responsible for:
- submitting to the Governing Board and the Association an annual evaluation of the Program's impact, including forwarding the names of any Participating Teachers with unsatisfactory evaluations who, after sustained assistance, are unable to demonstrate satisfactory improvement;
  - selecting and assigning the consulting teachers;
  - publicizing the availability of Consulting Teacher positions, and soliciting applicants for those positions;
  - reviewing Consulting Teachers' reports on Participating Teachers with permanent status referred to the Program because of unsatisfactory evaluations;
  - determining the effectiveness of the Consulting Teachers in the role of Consulting Teacher;
  - coordinating with the District to provide training for Consulting Teachers, for Joint Panel members, and where appropriate, for Participating Teachers;
  - forwarding to the Personnel Office at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records, except as set forth in Sections 3.1.4 and 3.1.8 in this document;
  - establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this document, including a procedure for selecting the Joint Panel's chair; and

- cooperating with other school districts operating peer assistance and review programs to improve the assistance provided through the Program.

4.1.7 The Joint Panel shall use the following procedure for establishing the annual Program plan and budget:

- (a) By May 21 of each fiscal year, the Joint Panel will establish a Program and budget for the succeeding year.
- (b) The Joint Panel shall ensure that the Program and budget provide sufficient resources to serve any Participating Teachers With An Unsatisfactory Evaluation. The Joint Panel's second priority shall be for serving Beginning Teachers. The third priority shall be for serving Voluntary Participating Teachers and for other purposes listed in (d).
- © The Joint Panel annually shall establish the level of funding available to serve Beginning Teachers and Voluntary Participating Teachers, and for the purposes listed in (d).
- (d) The Joint Panel annually may allocate Program funds for any of the following purposes:
  - the Marian Bergeson Beginning Teacher Support and Assessment System as set forth in Education Code Section 44279.1, et seq;
  - the California Pre-Internship Teaching Program as set forth in Education Code Section 44305, et seq;
  - a District intern program as set forth in Education Code Section 44325, et seq;
  - professional development or other educational activities previously provided by the Mentor Teacher Program (Education Code Section 44490, et seq.); and
  - any program that supports the training and development of new teachers.
- (e) In establishing the Program and budget, the Joint Panel annually will consider:
  - the estimated state revenues for the Program;
  - the estimated expenditures, involving:
    - projected number of Participating Teachers:

- projected number of Consulting Teachers needed to service the projected need;
  - released time for the Joint Panel and Consulting Teachers;
  - pay for Joint Panel members as determined pursuant to Section 4.1.5;
  - pay for Consulting Teachers; and
  - projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.
- (f) By June 1, the Joint Panel will submit the Program plan/budget to the Association and the District for approval. If both parties do not approve the plan/budget, they may modify it by mutual agreement. By July 1, if the parties cannot reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be implemented as submitted by the Joint Panel.

## 4.2 Consulting Teachers

### 4.2.1 Minimum Qualifications for Consulting Teachers

- a credentialed classroom teacher with permanent status and substantial recent teaching experience;
- demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and commitment to District curricular goals and standards, and mastery of a range of teaching strategies necessary to meet students' needs in different contexts;
- ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or District committees.

4.2.2 Consulting Teacher positions shall be filled by the District posting the position. All applications will be treated with confidentiality and will not be disclosed except as required by law. The Joint Panel will make the selection, which will be forwarded to the Superintendent. The Joint Panel's procedures for selecting Consulting Teachers shall include provisions for classroom observation of Consulting Teacher candidates. The Joint Panel may select teachers who are employed outside the District to serve as consulting teachers. No one may serve simultaneously as member of the Joint Panel and as a Consulting Teacher.

4.2.3 The Joint Panel will assign Consulting Teachers. Within the first six weeks of the regular school year, either the Consulting Teacher or the Participating

Teacher may petition the Joint Panel for an assignment change for good reasons. The Participating Teacher shall be allowed only one change per year.

4.2.4 A Consulting Teacher's term will be two years. The Joint Panel may re-appoint Consulting Teachers to successive terms without limit.

4.3 Consulting Teachers shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to, the following activities:

- (a) providing consultative assistance to improve in the specific areas targeted by the evaluating Principal or the District Teaching Standards;
- (b) meeting and consulting with the Principal or designee regarding the nature of the assistance being provided;
- © observations of the Participating Teacher during periods of classroom instruction;
- (d) allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;
- (e) enabling the Consulting Teacher to attend specific training in specified teaching techniques or in designated subject matter;
- (f) demonstrating good practices to the Participating Teacher; and
- (g) maintaining appropriate records of each Participating Teacher's activities and progress

## 5. Other Provisions

5.1 Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).

5.2 Unit members who perform functions as Consulting Teachers or Joint Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

### 5.3 Records

5.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation

of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

- 5.3.2 All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.
- 5.3.3 All the documents for the Program will be filed by the personnel office separately from the individual personnel records, except as set forth in Sections 3.1.4 and 3.1.8 above.

This Agreement between the Board of Trustees of the Woodside School District and the Woodside Teachers Association shall be effective July 1, 2024 and shall remain in full force and effect through June 30, 2027.

During the term of this Agreement, the Association and District shall not be obligated to meet and negotiate with respect to any subject or matter covered by this Agreement.

Negotiations on future contracts shall take place at mutually agreeable times and places on a regular school day, and at such other times as may be mutually agreed to.

For the District:

---

Jenny Hayden, Board President

---

Steven Frank, Superintendent

For Woodside Teachers' Association:

---

Kathy McAdams, President



## **ATTACHMENT E: CERTIFICATED EVALUATION FORMS**

Certificated Performance Goals

Pre-Observation Conference Form

Formal Classroom Observation Form

Post-Observation Conference Form

Certificated Employee Summative Evaluation

**Woodside School District  
Certificated Performance Goals  
Year:**



Woodside, CA 94062

Phone: 650.851.1571

Fax: 650.851.5577

Website: <http://www.woodsideschool.us>

**Employee's Name:**

**Date:**

**Position:**

**Evaluator:**

*Directions: Develop goals with proposed activities that are aligned to the District Strategic Plan, the School Plan, and/or recommendations in the previous year's evaluation. These goals must be mutually agreed upon with the evaluator.*

**GOAL 1:**

**1. Goal Statement:**

**2. Action Plan: How will you accomplish your goal?**

**3. Documentation: How will you show attainment of the goal?**

*Evaluator's Signature*

**Date:** \_\_\_\_\_

*Employee's Signature*

**Date:** \_\_\_\_\_



**Employee's Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Position:** \_\_\_\_\_ **Evaluator:** \_\_\_\_\_

**GOAL II:**

**1. Goal Statement:**

**2. Action Plan: How will you accomplish your goal?**

**3. Documentation: How will you show attainment of the goal?**

_____ <i>Evaluator's Signature</i>	_____ <i>Employee's Signature</i>
Date: _____	Date: _____

**Woodside Elementary School District  
Certificated Evaluation  
Pre-Observation Conference Form**



Woodside, CA 94062

Phone: 650.851.1571

Fax: 650.851.5577

Website: <http://www.woodsideschool.es>

---

**Teacher's Name:**

**Date:**

**Time:**

**Evaluator:**

**Status of Teacher: (Circle One)**

**Temporary**

**Probationary**

**Permanent**

**Other:**

\_\_\_\_\_

**Lesson/Focus/Activity:**

**Grade/Subject:**

**Content Standard Addressed:**

**Date/Time of Lesson:**

**Date/Time of Post-Observation Conference:**

---

**Part I: Review of Lesson Plan**

**Part II:**

**1. What is your goal for this lesson?**

**2. Which standards for the teaching profession do you hope to illustrate mastery of in this lesson?|**

**3. Additional comments/notes:**

# Woodside Elementary School District

## Formal Classroom Observation Form



Phone: 650.851.1571

Fax: 650.851.5577

Website: <http://www.woodsideschool.us>

Teacher's Name: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Status of Teacher: (Circle One) Temporary Probationary Permanent Other: \_\_\_\_\_

Lesson/Focus/Activity: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_ Observer: \_\_\_\_\_

Content Standard Addressed: \_\_\_\_\_

Date of Post-Observation Conference: \_\_\_\_\_

### STANDARD I – Engaging and Supporting All Students in Learning

Observed Evidence of: (Check box(es) which apply)

- ☐ 1•1 Using knowledge of students to engage them in learning
- ☐ 1•2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- ☐ 1•3 Connecting subject matter to meaningful, real-life contexts
- ☐ 1•4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- ☐ 1•5 Promoting critical thinking through inquiry, problem solving, and reflection
- ☐ 1•6 Monitoring student learning and adjusting instruction while teaching

Comments

### STANDARD II – Creating and Maintaining Effective Environments for Student Learning

Observed Evidence of: (Check box(es) which apply)

- ☐ 2•1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- ☐ 2•2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- ☐ 2•3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- ☐ 2•4 Create a rigorous learning environment with high expectations and appropriate support for all students
- ☐ 2•5 Developing, communicating, and maintaining high standards for individual and group behavior
- ☐ 2•6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- ☐ 2•7 Using instructional time to optimize learning

Comments

Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Evaluator: \_\_\_\_\_

### STANDARD III – Understanding & Organizing Subject Matter for Student Learning

**Observed Evidence of: (Check box(es) which apply)**

- ☐ 3•1 Demonstrating knowledge of subject matter academic content standards
- ☐ 3•2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- ☐ 3•3 Organizing curriculum to facilitate student understanding of the subject matter
- ☐ 3•4 Utilizing instructional strategies that are appropriate to the subject matter
- ☐ 3•5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- ☐ 3•6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content

**Comments**

### STANDARD IV – Planning Instruction and Designing Learning Experiences for All Students

**Observed Evidence of: (Check box(es) which apply)**

- ☐ 4•1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- ☐ 4•2 Establishing and articulating goals for student learning
- ☐ 4•3 Developing and sequencing long-term and short-term instructional plans to support student learning
- ☐ 4•4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- ☐ 4•5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

**Comments**

### STANDARD V – Assessing Students for Learning

**Observed Evidence of: (Check box(es) which apply)**

- ☐ 5•1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- ☐ 5•2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- ☐ 5•3 Reviewing data, both individually and with colleagues, to monitor student learning
- ☐ 5•4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- ☐ 5•5 Involving all students in self-assessment, goal setting, and monitoring progress
- ☐ 5•6 Using available technologies to assist in assessment, analysis, and communication of student learning
- ☐ 5•7 Using assessment information to share timely and comprehensible feedback with students and their families

**Comments**

Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Evaluator: \_\_\_\_\_

**STANDARD VI – Developing as a Professional Educator**

**Observed Evidence of: (Check box(es) which apply)**

- ☐ 6•1 Reflecting on teaching practice in support of student learning
- ☐ 6•2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- ☐ 6•3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- ☐ 6•4 Working with families to support student learning
- ☐ 6•5 Engaging local communities in support of the instructional program
- ☐ 6•6 Managing professional responsibilities to maintain motivation and commitment to all students
- ☐ 6•7 Demonstrating professional responsibility, integrity, and ethical conduct

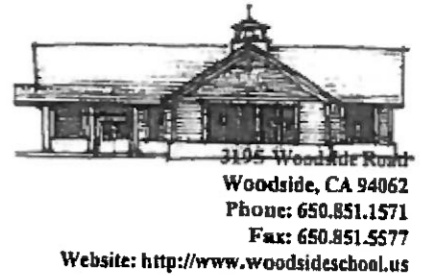
**Comments**

*\*Standard VI is not to be included as part of the formal observation, but may be discussed as part of the post-observation conference.*





**Woodside Elementary School District  
Certificated Evaluation  
Post-Observation Conference Form**



Teacher's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Status of Teacher: *(Circle One)* Temporary Probationary Permanent Other: \_\_\_\_\_

Lesson/Focus/Activity: Grade/Subject: \_\_\_\_\_

Observer: \_\_\_\_\_

Content Standard Addressed: \_\_\_\_\_

Date/Time of Lesson: \_\_\_\_\_

Date/Time of Pre-Observation Conference: \_\_\_\_\_

**Write a short-reflective piece about your own work and the process. What was successful? What would you have done differently, how would you modify your teaching practices, what adjustments would you make?**

**Woodside Elementary School District**

**Certificated Employee Standards**



Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Assignment: \_\_\_\_\_

Status of Teacher: *(Circle One)* Temporary Probationary Permanent Other: \_\_\_\_\_

**Assessment Rankings:**

• **Commendable**

Employee appears to have internalized the behavior and has it as a regular part of his/her professional repertory. A level of development in which the teacher is fully skilled and able to integrate complex elements of instruction, curriculum, and professional development into that practice. The teacher is consistently innovating and creating in all areas of teaching and professional development.

• **Meets Expectation**

Employee's performance meets expectations but does not exceed. A level of development in which the teacher is able to teach independently, internalize and





Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Evaluator: \_\_\_\_\_

### STANDARD II – Creating and Maintaining Effective Environments for Student Learning

#### Observed Evidence of:

- ☐ 2•1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- ☐ 2•2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- ☐ 2•3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- ☐ 2•4 Create a rigorous learning environment with high expectations and appropriate support for all students
- ☐ 2•5 Developing, communicating, and maintaining high standards for individual and group behavior
- ☐ 2•6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- ☐ 2•7 Using instructional time to optimize learning

Commendable	Meets Expectations	Needs Improvement	Unsatisfactory

#### Summary Evaluation of Standard:

### STANDARD III – Understanding & Organizing Subject Matter for Student Learning

#### Observed Evidence of:

- ☐ 3•1 Demonstrating knowledge of subject matter academic content standards
- ☐ 3•2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- ☐ 3•3 Organizing curriculum to facilitate student understanding of the subject matter
- ☐ 3•4 Utilizing instructional strategies that are appropriate to the subject matter
- ☐ 3•5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- ☐ 3•6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content

Commendable	Meets Expectations	Needs Improvement	Unsatisfactory

#### Summary Evaluation of Standard:

Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Evaluator: \_\_\_\_\_

### STANDARD IV – Planning Instruction & Designing Learning Experiences for All Students

#### Observed Evidence of:

- ☐ 4•1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- ☐ 4•2 Establishing and articulating goals for student learning
- ☐ 4•3 Developing and sequencing long-term and short-term instructional plans to support student learning
- ☐ 4•4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- ☐ 4•5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

Commendable	Meets Expectations	Needs Improvement	Unsatisfactory

#### Summary Evaluation of Standard:

### STANDARD V – Assessing Students for Learning

#### Observed Evidence of:

- ☐ 5•1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- ☐ 5•2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- ☐ 5•3 Reviewing data, both individually and with colleagues, to monitor student learning
- ☐ 5•4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- ☐ 5•5 Involving all students in self-assessment, goal setting, and monitoring progress
- ☐ 5•6 Using available technologies to assist in assessment, analysis, and communication of student learning
- ☐ 5•7 Using assessment information to share timely and comprehensible feedback with students and their families

Commendable	Meets Expectations	Needs Improvement	Unsatisfactory

#### Summary Evaluation of Standard:

# Woodside Elementary School District

## Certificated Employee Standards



Phone: 650.851.5571

Fax: 650.851.5577  
Website: <http://www.woodsideschool.us>

Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Assignment: \_\_\_\_\_

Status of Teacher: (Circle One) Temporary Probationary Permanent Other: \_\_\_\_\_

### Assessment Rankings:

- **Commendable** Employee appears to have internalized the behavior and has it as a regular part of his/her professional repertory. A level of development in which the teacher is fully skilled and able to integrate complex elements of instruction, curriculum, and professional development into that practice. The teacher is consistently innovating and creating in all areas of teaching and professional development.
- **Meets Expectation** Employee's performance meets expectations but does not exceed. A level of development in which the teacher is able to teach independently, internalizes and easily applies what she or he has learned about teaching.
- **Needs Improvement** Employee needs to be reminded about expectations. A level of development in which the teacher still relies on support but is moving toward becoming more self-directed and independent in her or his practice. The teacher is attempting to internalize and apply what she or he has learned about teaching.
- **Unsatisfactory** Employee's performance does not meet expectations.

*Summary Evaluation Standard is based on the sub-items under each standard.*

STANDARD 1 - Engaging and Supporting All Students in Learning				
Observed Evidence of:	Commendable	Meets Expectations	Needs Improvement	Unsatisfactory
<input type="checkbox"/> 1•1 Using knowledge of students to engage them in learning <input type="checkbox"/> 1•2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests <input type="checkbox"/> 1•3 Connecting subject matter to meaningful, real-life contexts <input type="checkbox"/> 1•4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs <input type="checkbox"/> 1•5 Promoting critical thinking through inquiry, problem solving, and reflection <input type="checkbox"/> 1•6 Monitoring student learning and adjusting instruction while teaching				
Summary Evaluation of Standard:				