

AGREEMENT

Between the

NORTH COW CREEK SCHOOL DISTRICT

and the

NORTH COW CREEK TEACHERS UNIT

OF

AGREEMENT

**NORTH COW CREEK EDUCATORS' ASSOCIATION
TEACHERS' UNIT**

Effective: July 1, 2020- June 30, 2023

IN WITNESS WHEREOF, the parties have executed this Agreement effective July 1, 2020 through June 30, 2023.

**NORTH COW CREEK
SCHOOL DISTRICT**

**NORTH COW CREEK
CERTIFICATED UNIT**



President, Board of Trustees

2/23/21
Date



President

2/23/21
Date



Superintendent/Principal

2/23/21
Date



Association Representative

2/23/21
Date

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AGREEMENT

This is an AGREEMENT, made and entered into July 1, 2020 by and between the NORTH COW CREEK SCHOOL DISTRICT (hereinafter referred to as "District") and the NORTH COW CREEK TEACHERS UNIT OF SHASTA COUNTY TEACHERS ASSOCIATION, CTA/NEA (hereinafter referred to as "Association").

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the District, Association and the general public may benefit there from, and to establish fair and equitable wages, hours and other terms and conditions of employment for certain hereinafter designated employees of District,

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE 1 **PREAMBLE**

- 1.1 The parties acknowledge the provisions of Chapter 10 (Sections 3540 et seq) of Division 4 of Title 1 of the Government Code of the State of California.
- 1.2 The District is engaged in rendering services to the public, and the District and the Association recognize their mutual obligation for the continuous rendition and availability of such services.
- 1.3 District's unit members shall continue to perform loyal and efficient work and service for the District and shall use their influence and best efforts to protect the properties of the District and its service to the public and shall cooperate in promoting and advancing the welfare of the District.

ARTICLE 2 **RECOGNITION**

- 2.1 The District confirms its April 4, 1976, voluntary recognition of the North Cow Creek Teacher's Association, CTA/NEA as the exclusive representative of that unit of Certificated Unit Members. The unit excludes all other employees such as management, supervisory, confidential, substitute and classified employees.
- 2.2 This Agreement applies only to District unit members in the above representation unit.

ARTICLE 3
DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law. Further, it is agreed by the parties that District Rights include the following: (a) the full and exclusive control of the management of the District. (b) The supervision of all operations, and means of performing any and all work. (c) The control of the property and the composition, assignment, direction and determination of the size and the work hours of its working forces except as otherwise provided by this Agreement. (d) The right to determine the work to be done by unit members. (e) The right to introduce new or improved operations, methods, means or facilities. (f) The right to establish budget procedures and financial allocations. (g) The right to hire, schedule, promote, transfer, evaluate, lay off and increase the work hours of part-time unit members. (h) The right to suspend, discipline and discharge unit members. (i) The right to contract out work to be done or services to be rendered, consistent with past practices. (j) The right to transfer work into or out of the bargaining unit, consistent with past practices. (k) The right to establish educational policies, goals and objectives. (l) The right to otherwise maintain an orderly, effective and efficient operation. The foregoing shall be limited only by the explicit and expressed provisions of this Agreement.
- 3.2 The District's exercise of its powers, rights, authority, duties and responsibilities; the adoption of policies, rules and regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4
GRIEVANCE PROCEDURE

- 4.1 Any grievance which may arise between a grievant and the District with respect to the interpretation or application of any of the terms of this Agreement, except as otherwise provided in this Agreement, shall be determined by the provisions of this Article. "Grievant" as used in this Agreement is defined as a unit member of the District.
- 4.2 Step One: The initial step in the adjustment of a grievance shall be a discussion between the Grievant or his/her representative and the Superintendent/Principal who will answer within ten (10) calendar days. This step shall be started within thirty (30) calendar days of the date of the action complained of, or the date the Grievant became aware of the incident which is the basis for the grievance.
- 4.3 Step Two: If a grievance is not resolved in the first step, the second step shall be the presentation of the grievance in writing, by either the Grievant or his/her representative to the Superintendent/Principal, who shall answer, in writing, within twenty (20) calendar days. The second step shall be taken within ten (10) calendar days of the date of the

answer in Step One. The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of the Agreement alleged to be violated and the specific remedy sought.

- 4.4 Step Three: If a grievance is not resolved in the second step, the third step shall be referral by the Association to mediation within twenty (20) calendar days of the answer in Step Two. Whenever a grievance is referred to mediation, either party shall request that the California State Mediation and Conciliation service refer a State Mediator. The State Mediator shall assist the parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of interest disputes. Referral to Step Four shall not occur until the Mediator has released the parties from the mediation process.
- 4.5(a) Step Four: If a grievance is not resolved in the third step, the fourth step shall be referral by the Association to arbitration within twenty (20) calendar days of the conclusion of the mediation process.
- 4.5(b) An Arbitrator shall be appointed on each occasion that a grievance is submitted to arbitration. In the event the District and the Association are unable to agree on the selection of the Arbitrator, they shall request the State of California Mediation and Conciliation Service to nominate five (5) persons to be the Arbitrator. The District and the Association each will alternatively challenge two (2) of the nominees, the party having the first challenge to be determined by lot. The remaining nominee shall be accepted as the Arbitrator and his/her compensation and expenses shall be borne equally by the District and the Association. The District and the Association shall pay the compensation and expenses of their respective appointees and witnesses. At the Association request and expense, the District shall release unit members from duty to participate in arbitration proceedings. Other expense items such as court reporters, transcripts, or room rent, shall be borne equally by the parties.
- 4.5(c) An Arbitrator shall hold such hearings and shall consider such evidence as to the Arbitrator appears necessary and proper. The recommendation of the Arbitrator shall be final and binding on the District, the Association and the Grievant, and shall not in any way add to, disregard or modify any of the provisions of this Agreement.
- 4.6 Failure by the Grievant or the Association to meet any of the aforementioned time limits will result in forfeiture of the grievance, except, however, that the aforementioned time limits may be extended by written mutual agreement.
- 4.7 Any unit member may present grievances in accordance with this Article without the intervention of the Association, so long as the adjustment is reached prior to arbitration and is not inconsistent with the terms and conditions of this Agreement, and further provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- 4.8 A grievance shall in no way interfere with the right of the District to proceed in carrying out its management responsibilities subject to a final decision on the grievance. In the event the grievance involved an order, requirement or other directive, the Grievant shall fulfill or carry out such order, requirements or directives, pending the final decision on the grievance.
- 4.9 All documents resulting from the processing of a grievance shall be filed in a separate grievance file and shall not be placed in any employee's personnel file.

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1 The District and Association recognize the right of unit members to form, join and participate in lawful activities of unit member organizations, and the equal alternative right of unit members to refuse to form, join and participate in unit member's organization activities.
- 5.2 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. If the Association certifies that it has and will maintain individual unit member authorizations, neither the unit member nor the Association shall be required to submit a copy of the written authorization in order for payroll deductions to be effective, unless a dispute arises about the existence or terms of the written authorization.
- 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. This District will promptly forward Association dues to the Association and may deduct from the amount transmitted to the Association the actual reasonable costs of making the deduction. Unit members requests to cancel or change authorizations for payroll deductions shall be directed to the Association, and the Association shall be responsible for processing these requests. The District shall rely on information provided by the Association regarding whether deductions were properly canceled or changed.
- 5.3 The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members during a staff meeting and/or new employee orientation at the start of each school year. Such time shall not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration shall not be present during this Association time, unless the Association requests the administrators remain present. If a new employee orientation occurs after the start of the school year, the Association will be notified ten (10) days in advance of the meeting and will be given thirty (30) minutes of uninterrupted time to communicate with bargaining unit members without the presence of District administration.
- 5.4 The Association has the right under the Educational Employment Relations Act to represent unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights

- 5.5 This provision guarantees to the Association the right to use inter-site and intra-site electronic and regular mail facilities. For the purposes of this section, electronic mail shall be called "E-mail." The right to use the District electronic and regular mail system is critical to effective communications between the Association and its members. This right is also guaranteed to the Association by the Government Code Section 3543.1(b). The Association agrees the use of electronic and regular District mail is subject to reasonable regulation.
- 5.6 The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities.
- 5.7 Appointment to District and Joint Committees
- a. The Association shall select Unit Member representatives to all District committees.
 - b. The Association shall select Unit Member representatives to all Association/District joint committees

ARTICLE 6

HOURS OF EMPLOYMENT

- All full-time unit members shall be scheduled to work one hundred eighty-six (186) days per school year, which includes one hundred eighty (180) instructional days, three (3) orientation/preparation days and three (3) staff development days.
- 6.2 The normal work day of all full-time unit members shall consist of eight (8) hours. The work day shall begin at least thirty (30) minutes prior to the class beginning time. The District and the Association recognize that a unit member is a professional person and that the professional task of certificated unit members involves considerably more than class instruction. The District and the Association recognize the importance of study and research to keep abreast of new knowledge and techniques of evaluation of students' work, and such key activities as lesson planning and preparation, record keeping, assisting and/or conferring with students, parents, staff and Superintendent/Principal, and completing assigned duties. Therefore, except as otherwise provided by this Agreement, each individual unit member may establish their own actual work starting and ending times on a relatively regular basis, subject to the knowledge of the Superintendent/Principal.
- 6.3 During the time pupils are in attendance, unit members may be assigned duties in the supervision of children, at the discretion of the Superintendent/Principal. Such duties shall, wherever possible, be equitably distributed.

6.4 Minimum annual instructional minutes shall be as follows:

Kindergarten	36,000 minutes per year
Grades 1 – 3	50,400 minutes per year
Grades 4 - 8	54,000 minutes per year

The annual instructional minutes as set forth above shall not be reduced in the future. The District Superintendent/Principal shall establish the actual class schedule including starting and ending times as well as recesses and lunch periods after consultation with the Association.

6.5 All unit members shall be provided a forty-five (45) minute lunch period during each eight-hour day.

6.6 On work days of non-student attendance, Unit Members shall report for duty as designated by the Superintendent/Principal.

6.7 Certificated unit members are expected to participate in prearranged activities outside of the above work hours/days, including Back-to-School Night, Open House and school-wide or whole class activities or performances. Unit members are encouraged to attend after school activities and performances. Unit members shall be notified of any scheduled staff meetings at least one (1) day in advance of such meetings. Absences from the above duties require mutual agreement of the unit members and the Superintendent / Principal.

6.8 Minimum school days shall be established by mutual agreement between the parties as part of the annual school calendar. The parties shall accordingly meet and negotiate prior to April 1 of each year. The minimum days shall be consistent with the provisions of Section 6.4, above, and other applicable provisions of law, and shall total seven (7) unless otherwise mutually agreed.

6.9 Upon the prior approval of the Superintendent/Principal, each unit member may be granted paid released time to visit and discuss classes in other area public school districts. The District shall provide a substitute to cover the classes of unit members granted such visitation time.

In any event, subject to class coverage, each unit member shall have the right to at least one (1) day of paid released time for verified visitation.

6.10 The District shall, contingent upon adequate financial resources, provide unit members preparation time. K-3 teachers will receive an average minimum of 30 minutes, 4-8 grade teachers will receive an average minimum of 40 minutes per regular school day, as the schedule allows. In the event that the District does not believe it has adequate financial resources to provide teacher preparation time, the District will provide documentation of the financial concern, and the parties will meet and consult on changes.

ARTICLE 7
UNIT MEMBER EVALUATION PROCEDURES

PHILOSOPHY

The philosophy underlying these evaluation procedures is embodied in the following basic concepts:

- The purpose of a unit member's evaluation is to improve the educational program in the North Cow Creek Elementary School District and to advance toward attainment of the District's stated educational goals.
- The evaluation of unit members is viewed as a positive process, which is program and performance oriented, and not personally centered.
- The evaluation of unit members, in all its facets, is seen as a cooperative effort and a shared responsibility between evaluatee and evaluator. Final responsibility for performing evaluative judgment and for signing evaluation forms rests with site administration, or designated administrator with direct oversight responsibilities of the evaluatee's program.
- The unit member's evaluator shall take affirmative action to help the unit members to correct any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendation, and/or released time for the unit member to visit and observe other similar classes in other schools.
- Unit members shall not be required to participate in the evaluation and/or observation of other unit members.
- If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, at the evaluatee's request, the evaluation(s) citing such deficiencies shall be removed from the evaluatee's file after a period of thirty-eight (38) months following the completion of the remediation.
- All unit members to be evaluated will be notified by October 1 of each school year. A list will be maintained by the District.
- The summary evaluation of a unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

In the event that laws or regulations including, but not limited to, those which impact funding require the District to modify the first sentence in this section (7.1) the language shall be removed or modified to be in compliance with law or regulation and any modification will be negotiated only to the extent specifically required by said law or

regulation. Nothing in this section (7.1) shall prohibit unit members and administrators from having professional discussions about test scores including discussions about the scores of the students currently or previously taught by the unit member.

DEFINITION OF TERMS

- Evaluation: A process that is composed of at least three parts. Those are:
 - The written goals and objectives
 - Observation(s), formal/informal
 - A summary written evaluation
- Evaluator: An evaluator shall be the site administrator with direct oversight responsibility of the evaluatee's program.
- Goals and Objectives: A goal is an individualized plan that states what a unit member strives to achieve as related to their instructional position during the school year. An objective is the method(s) to be used by the unit member to achieve the goals that have been established.
- Observation: Observation is the basis for the summary evaluation as written by the site administrator. All other observations and supervision activities performed by other than the evaluator are not to be a part, either directly or indirectly, of the summary evaluation without the written permission of the evaluatee.
- Informal Classroom Observation: Shall be a classroom visit of an unspecified period of time, with or without prior notification of the visit.
- Formal Classroom Observation: Shall be at least 30 minutes to one (1) period in duration. Shall be preceded and followed by conferences between evaluator and evaluatee.

EVALUATION OF PERMANENT UNIT MEMBERS

- Permanent unit members shall be evaluated once every other year. When a permanent unit member has received a needs improvement or an unsatisfactory summary evaluation, the unit member will be evaluated annually by his or her current evaluator until the unit member receives a positive evaluation or is separated from the District.
- By October 15, the evaluator shall confer with all permanent unit members being evaluated that year to establish in writing goals and objectives and may review site goals and the summary evaluation process.
- During the year a unit member is being evaluated, the evaluator may conduct one formal observation to occur no later than April 30. Additional Formal

observations may be scheduled if the evaluator and evaluatee agree or the evaluator indicates areas for improvement.

- Not later than April 30 of the year that the permanent unit member is to be evaluated, the evaluator shall meet with the unit member and discuss his/her summary evaluation.
- Unit members with permanent status and who have been employed at least ten (10) years with the school district, are highly qualified, as defined in 20 USC Sec. 7801, and whose previous evaluation rated the unit member as meeting or exceeding standards, may be evaluated every five (5) years if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time. If the parties do not mutually agree, the process reverts back to C1 of this article.

EVALUATION OF PROBATIONARY UNIT MEMBERS

- All probationary unit members shall be evaluated every year.
- By October 15, the evaluator shall confer with all probationary unit members being evaluated that year to establish in writing goals and objectives and may review site goals and the summary evaluation process.
- At least two (2) formal observations shall be conducted each year prior to February 1 of the current school year.
- Not later than May 15 of the year that the probationary unit member is evaluated, the evaluator shall meet with the unit member and discuss his/her summary evaluation.

EVALUATION OF TEMPORARY UNIT MEMBERS

- All temporary unit members may be evaluated every year.
- The evaluator shall confer with all temporary unit members being evaluated that year to establish in writing goals and objectives and may review site goals and the summary evaluation process.
- At least two (2) formal observations shall be conducted each year prior to April 30 of the current school year.
- Not later than May 15 of the year that the temporary unit member is evaluated, the evaluator shall meet with the unit member and discuss his/her summary evaluation.

- A determination that any temporary unit member has received a needs improvement or an unsatisfactory evaluation shall be recorded on the temporary unit member's evaluation form.

FORMAL CLASSROOM OBSERVATION

- The provisions of this Article do not preclude other methods of evaluation and observation by the evaluator. Evaluators and evaluatees may suggest other methods of evaluation and observation which, if mutually agreed upon, will be utilized in the individual's process.
 - A formal classroom observation shall be arranged by the evaluator and the evaluatee at least two (2) days in advance of the observation. This requirement may be waived at the discretion of the evaluatee.
 - The classroom observation shall be preceded and followed by a conference during which evaluator and evaluatee shall discuss data relevant to the observation. The evaluator's observation shall be put in writing (Appendix B).
- Formal classroom observations may be waived by mutual agreement of the evaluator and evaluatee.

WRITTEN SUMMARY EVALUATION

- The summary evaluation may include at least one (1) formal classroom observation for permanent unit members and shall include at least two (2) formal classroom observations for probationary unit members.
- The summary evaluation shall not be based solely on classroom observations.
- The summary evaluation shall include recommendations or requirements, if necessary, as to areas of improvement in the performance of the unit member.
- A copy of the written summary evaluation shall be presented to a permanent unit member by April 30 and to a probationary unit member by February 15.
- Within thirty (30) days, the evaluatee may attach a written response to the summary evaluation before such evaluation is placed in the evaluatee's personnel file.
- The written summary evaluation, goals and objectives, and observation forms will be jointly developed by the Association and the district and no other forms may be used for the purpose of observation and evaluation without mutual consent of the Association and District.

ALTERNATIVE EVALUATION FORM

- Notwithstanding the above procedures, by October 15, the site administrator and permanent status unit member who is meeting or exceeding district standards may agree to utilize one of the following alternative evaluation procedures. The alternative evaluation procedure is intended to be a collaborative undertaking between the evaluatee and the evaluator based upon innovation and creativity to meet individual needs. Therefore, the following options are only examples (details of evaluation options will be provided to unit members). A specific plan for the option selected shall be developed by the evaluatee and the site administrator.
 - Visitation/Co-Visitation: visitation may include observation of other unit members' classroom approaches, techniques, training, and/or in-service activity within or outside the District.
 - Peer Observation/Coaching: All communications regarding the actual observation/coaching, including the results thereof, shall be exclusively between the peers.
 - Feedback/Survey: The design of any instrument shall be agreed upon by the evaluatee and the evaluator. The results of the survey shall be available exclusively to the unit member.
 - Analysis of student Work Over Specified Time: The purpose and design of the analysis shall be agreed upon by the evaluatee and the evaluator. The results of the analysis shall be available exclusively to the unit member.
 - Video Training: All video materials shall remain in the exclusive custody of the unit members.
 - Other: Other activities may be performed as part of the evaluation process as mutually agreed upon by the evaluatee and the evaluator.

7.9 Personnel Files

- 7.91 A unit member may inspect material in their own personnel file, except materials which:
1. were obtained prior to employment;
 2. were prepared by identifiable examination committee members;
 3. were obtained in connection with a promotional examination.
- 7.92 A unit member may inspect materials in their own personnel file, with the exception of the above specified items, during the normal business hours of the District's Office, at times other than when the unit member is required to render

service. Such inspection may take place under the supervision of the Superintendent/Principal or designee.

- 7.93 No adverse comments, except the above specified items, may be placed in an unit member's personnel file without allowing the unit members an opportunity to review and comment thereon. The review and comment upon materials of an adverse nature shall take place during the normal business hours of the District's Office and at a time when the unit member can be spared from duty, as determined by the Superintendent/Principal. The unit member shall submit a request in advance to the Superintendent/Principal to leave the normal place of work during assigned duty times for such review and comment. Written comments from the unit member regarding adverse materials are to be submitted for inclusion in the personnel file within thirty (30) working days of the initial review.
- 7.94 All derogatory material placed in a unit member's personnel file shall be dated and signed by the person who contributed the material.
- 7.95 With written authorization from the involved unit member, their representatives may inspect that unit member's personnel file.

ARTICLE 8

LEAVES

8.1 Sick Leave

- 8.11 Unit members employed five (5) full days per week shall be entitled to ten (10) work days leave of absence for illness or injury with full pay, for each school year of service. Unit members employed less than five (5) full days per week shall be entitled to a proportionate amount of Sick Leave.
- 8.12 Unit members may accumulate unused Sick Leave without limitation.
- 8.13 The District may require a doctor's verification as a condition of payment of Sick Leave after an absence of five (5) consecutive days.
- 8.14 After all earned Sick Leave is exhausted, additional leave shall be available for a period not to exceed five (5) school months pursuant to EdCode 44977. The amount deducted during this leave shall be the amount actually paid a substitute employed to fill the position during the leave, or, if no substitute is employed, the amount which would have been paid to a substitute. A unit member shall not be provided more than one five-month period per each illness or accident. However, if a school year terminates before the five-month period is exhausted; the

employee may take the balance of the five-month period in the subsequent school year.

- 8.15 When a unit member's employment terminates and more Sick Leave has been used than earned, the amount used but not earned shall be deducted from the final pay warrant.
- 8.16 During any school year, unit members are entitled to use their available sick leave to attend to an illness of a family member of the unit member. An additional five (5) days may be granted upon written request and approval by the Superintendent/Principal. A family member shall be defined as a mother, stepmother, mother-in-law, father, stepfather, father-in-law, spouse, son, stepson, daughter, stepdaughter, son-in-law, daughter-in-law, brother, stepbrother, sister, stepsister, grandmother, step-grandmother, grandfather, step-grandfather, and/or foster and adopted children of the teacher or of the spouse of the teacher, nephew or niece, aunt or uncle of the teacher or other relatives living in the immediate household of the teacher.

8.2 Pregnancy Disability Leave

Any unit member may utilize accumulated Sick Leave for the purpose of a disability related to pregnancy, miscarriage, childbirth and the recovery there from. The length of Sick Leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician or nurse practitioner, provided that such verification demonstrates to the District that such leave is for disability purposes. Such Pregnancy Disability Leave with pay shall be granted and administered in the same manner as other temporary disability for illness or injury.

8.3 Parental Leave

- 8.31 Qualified unit members may choose to take up to 12 workweeks of parental leave pursuant to EdCode 44977.5. Sick leave will be applied towards the 12 workweeks of parental leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave for the balance of the period up to 12 workweeks and shall be compensated at no less than fifty (50) percent of his or her regular salary. Parental leave is in addition to pregnancy disability leave and does not run concurrently.
- 8.32 Request for such leave must be made at least thirty (30) work days prior to the requested beginning date, unless there is a change in circumstances or a medical emergency, in which case notice must be given as soon as practicable.

8.4 Industrial Injury and Illness Leaves

- 8.41 Unit members shall be eligible for leave of absence because of work related injury or illness.
- 8.42 Allowable leaves shall be for not more than sixty (60) service days in any one (1) fiscal year for the same accident and shall commence with the first (1st) day of absence.
- 8.43 Leave of absence under this provision shall not be accumulated from year to year. When the Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due the employee for the same illness or injury.
- 8.44 Unit members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of no more than their full salaries.
- 8.45 Leave of absence applied for under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award to the unit member.
- 8.46 Industrial Illness and Accident Leave is to be used in lieu of Sick Leave. When entitlement to Industrial Illness and Accident Leave has been exhausted, entitlement to Sick Leave shall then be used. If a unit member is receiving a temporary disability indemnity, the unit member shall be entitled to utilize only so much of the unit member's Sick Leave and vacation leave, which, when added to temporary disability indemnity, will result in a payment to the unit member of not more than a full day's wage. The District in turn shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- 8.47 The District must require a written statement from a physician verifying a unit member's absence under this leave and ability to return to work.

8.5 Bereavement Leave

- 8.51 A unit member shall be entitled to a maximum of three (3) days (or up to five (5) days if out-of-state travel or one-way travel in excess of 350 miles from Redding) leave of absence without loss of salary for the death of any member of the unit member's family, as defined in 8.16.

8.6 Jury Duty

- 8.61 Unit members are entitled to paid leave to serve on a jury.
- 8.62 Unit members receiving notice to appear for jury duty will notify the Superintendent/Principal by the next business day.
- 8.63 When a unit member is granted leave for jury duty, the unit member shall endorse any juror's fees, excluding mileage and meal allowance, to the District.

8.7 Personal Necessity Leave

- 8.71 Unit members may use a maximum of seven (7) days of Sick Leave in any school year for Personal Necessity.
- 8.72 All requests for Personal Necessity Leave shall be submitted on the Absence from Duty form and presented to the Superintendent/Principal as far in advance as possible to ensure that arrangements for substitutes may be made. The unit member need not state a reason for the absence. Such requests shall state the period of time to be absent and indicate that steps have been taken to ensure an adequate instructional program during the unit member's absence.
- 8.73 Unit members shall not be required to secure advance permission for leave taken for:
 - a. Death or serious illness of a member of the family;
 - b. Accident involving the unit member's person or the unit member's property, or the person or property of a member of the unit member's immediate family.

8.8 Family and Medical Leave (Unpaid)

- 8.81 Unit members who have been employed by the District for at least twelve (12) months are eligible for unpaid Family and Medical Care Leave, pursuant to applicable State and Federal law and Board policies.
- 8.82 Current law provides for unpaid leave of up to twelve (12) weeks which may be used for a unit member's serious health condition; the birth, adoption or foster placement of a child of the unit member and to care for a newborn; or the care of the unit member's child, spouse or parent with a serious health condition.
- 8.83 During this unpaid leave, the District will continue its regular payment of group insurance premiums.

8.9 Leave of Absence Without Pay

- 8.91 Unpaid leave of absence may be approved at the discretion of the District for periods of up to two years.
- 8.92 Advance approval is required. Requests are to be made on the appropriate form at least thirty (30) calendar days prior to the requested leave, except in the event of unforeseen circumstances. Leave taken without approval shall be considered unauthorized leave. A written request must be filed with the District prior to January 30 of the first year of the leave to extend it for an additional year.
- 8.93 Requests for leaves of up to twenty (20) working days may be approved by the Superintendent/Principal. Leave requests for greater than twenty (20) working days require the approval of the Governing Board.
- 8.94 One full day's pay shall be deducted from the unit member's salary for each day of such leave if less than a contract year based on daily rate of annual pay. Unit members who take a leave without pay of greater than thirty (30) working days may continue their District insurance coverage at their own expense, subject to the procedures and requirements of the District and the group insurance carrier or administrator.

ARTICLE 9 **COMPENSATION**

9.1 Wages

In placing a new unit member on the salary schedule, credit for prior teaching experience will be granted for each year of service requiring a teaching credential in the general field of employment, up to a maximum of five (5) years' experience during the preceding ten (10) years. To be recognized, each such year must consist of at least one hundred thirty-five (135) days of paid teaching service.

- Insurance Benefits

- 9.21 Full-time unit members are eligible to receive a District insurance premium contribution to be applied to the current District group medical, dental and vision insurance coverages for eligible employees and covered dependents and the current District group life insurance coverage for eligible employees. Effective July 1, 2020 the amount of such District insurance premium contribution shall be \$10,100, and will be applied to the annual premium payment for the eligible unit member.

- 9.22 Part-time unit members who are regularly assigned to work at least half-time (20 hours per week) are eligible to receive a prorated District insurance premium contribution, subject to insurance carrier/administrator approval. Unit members who are regularly assigned to work less than half time are not eligible to receive any District insurance coverage or premium contribution.
- 9.23 Any premium costs not covered by the District contribution shall be borne by the unit member by payroll deduction.
- 9.24 By mutual agreement of the District and Association, insurance providers, coverages, and carriers for the above plans may be modified at any time to one of lesser total costs to the District.
- 9.25 Eligible unit members not electing to be covered by certain benefit programs shall not receive any monetary remuneration in lieu of the District-paid insurance premium.
- 9.3 Whenever the District requires a unit member to use his/her personal automobile in the performance of duties, the District shall reimburse the unit member at the current IRS rate for each mile the vehicle is used in the service of the District.
- 9.4 Unit members with an earned Masters Degree from an accredited institution shall be compensated an additional twelve hundred and fifty dollars (\$1,250) per year.
- 9.5 In order for a unit member to receive credit for salary schedule advancement for related graduate course college units or approved Lower Division or in-service training, the unit member must receive advance approval from the Professional Growth Committee which shall consist of the Principal / Superintendent and an Association representative. The committee will meet in April of each year. To be eligible for salary schedule credit, units and in-service training must be paid for by the unit member and completed on non-paid work time.

Transcripts, official grade cards, or verification of completion of courses shall be submitted to the District Office prior to September 15.

- 9.6 Unit members shall be paid the following for extra duty assignments:

Athletic Director	\$2,000
Football	\$1,000
Volleyball A	\$1,200
Volleyball B	\$1,000
Basketball Girls A	\$1,200
Basketball Girls B	\$1,000
Basketball Boys A	\$1,200
Basketball Boys B	\$1,000
Softball	\$1,000

Track	\$1,000
Baseball	\$1,000
4/5 Boys Basketball	\$600
4/5 Girls Basketball	\$600
Cross Country	\$600
WES Camp	\$800
Music/Choir	\$900
Eighth Grade Advisor	\$1,200
Teacher in Charge	\$1,800
Yearbook	\$900
Student Council	\$1,200
Spelling Bee	\$0
SBAC Coordinator	\$1,250
Ski Club	\$300
STEM (2 positions)	\$600

The parties may meet and discuss concerns that might arise during the school year about additional assigned academic related responsibilities.

ARTICLE 10
REASSIGNMENT

- 10.1 Every reasonable effort shall be made to minimize the number of involuntary reassignments. However, the District reserves its rights and authority to reassign unit members as necessary in order to best meet the needs of the District.
- 10.2 Prior to the decision to reassign any unit member to another grade level, the Superintendent/ Principal shall meet with the affected unit member to discuss the proposed reassignment. The Superintendent / Principal shall make every effort to provide each unit member with a teaching assignment by the end of the school year. However, if a grade level reassignment is necessary after that date, the Superintendent / Principal shall notify the unit member in a reasonable and timely manner. Upon request of the unit member, the District shall provide in writing the reasons for the grade level reassignment. The Board's decision on any grade level reassignment shall be final and binding on all parties.
- 10.21 Unit members who are notified that they are required to make a grade level change during the school year will receive three release days or, if notified at the end of the school year, three days of pay at their current daily rate, or three comp days to be scheduled during the upcoming school year.

- 10.3 Unit members are encouraged to make known to the District Administration their desire for voluntary changes of assignment. Requests for reassignment shall be considered by the District whenever a vacancy occurs.
- 10.4 If a vacancy occurs during the summer recess, the District shall notify each District unit member in writing through email or via phone call.
- 10.5 Unit members who are notified that they are required to move involuntarily into another classroom during the school year will receive three release days or, if notified at the end of the school year, three compensating days.

ARTICLE 11 **INTERNSHIP**

- 11.1 When a unit member has the opportunity to earn an additional credential or certification from an accredited university that requires direct work with students or programs to satisfy a requirement for the credential or certification, the District will participate as a sponsor for the internship requirements provided:
- The unit member is a permanent employee of the District;
 - The unit member fulfills their current assignment;
 - There shall be no additional cost to the District, including no substitute, temporary or release time. This does not limit the use of personal necessity leave as covered in section 8.7;
 - The internship does not displace other unit members;
 - The unit member must first hold the appropriate degree and credential for their current assignment;
 - The unit member and district will develop a mutually agreed upon contract for the terms and conditions of the internship;
 - The Association shall approve the contract (#6) prior to implementing the internship.

ARTICLE 12
JOB SHARING

- 12.1 Unit members involved must hold a California teaching credential and be permanent unit members.
- 12.2 The permanent job share candidates shall apply for and be granted “Leave-of-Absences without Pay” for the time period or the percentage of the position proposed to be “shared” with the “job sharing team partner.” The percentage of full-time service provided by each job sharer shall be equal to the percentage of a full-time salary and benefits position.
- 12.3 Job share assignments shall be granted for a maximum of one school year at a time.
- 12.4 Prior to March 1st of the year preceding the change, the unit members involved, must present a comprehensive proposal to the principal. The proposal must include consideration of the following factors:
- 12.41 Compatibility of the unit members involved including educational philosophy, areas of effectiveness and experience;
- 12.42 Specifics as to the division of time, i.e., three days/two days; a.m./p.m., one half year, etc.:
- 12.43 Unit members will provide a:
- 12.431 Description of who will be responsible for teaching what subject areas;
- 12.432 Description of plans to deal with adjunct duty requirements, including school celebrations/programs, field trips, North Cow Creek Education Foundation meetings, Back-to-School Night, Open House, etc.;
- 12.433 Plans for dealing with attendance at faculty meetings, parent conferences, in-service training, etc.;
- 12.434 Agreement on the basic rules for classroom behavior;
- 12.435 In the event of absence, each partner shall fill in for the other by trading days or hours whenever possible. The absent partner shall then work an equal number of days for the partner who filled in. If one partner cannot fulfill his/her contract, the other shall complete the contract at his/her FTE salary calculated rate.
- 12.5 The unit members and the administrator shall collaborate on the proposal to ensure the needs of the unit members, the district and the students are met.

- 12.6 The proposal shall be completed and mutually agreed upon by the unit members and the administrator by April 1st.
- 12.7 The board shall make the final decision to approve or deny.
- 12.8 Salary schedule and seniority credit for a participant will be the same as that earned by a regular, full-time unit member provided the participant serves on a 50% (fifty percent) or more basis.
- 12.9 The combined salary and benefits for both participants shall not exceed the salary and benefits for a full-time unit member, unless one or both unit members are participating in the Reduction Workload Program, Education Code section 44922.
- 12.10 Specifically, salary and benefits will be prorated based upon the portion of the working day spent by each participant.
- 12.11 Each participant shall be eligible for insurance benefits on a prorated basis and in accordance with insurance company regulations.
- 12.111 The participants shall have the option of mutually agreeing to the method and percentage of the proration of the insurance benefit package. The proration does not have to equal the proration of the work performed.
- 12.112 In the event the unit members cannot come to an agreement on the sharing of the insurance benefit package; the percentage of full time service provided by each job sharer shall be equal to the percentage of full time salary and benefits received by the job sharer.
- 12.113 In no case shall the combined percentage of service provided by the job sharing participants exceed 100%.
- 12.114 The members will pay the additional cost of insurance benefits beyond their proportional share paid by the District
- 12.12 A written request must be submitted by February 1st specifying the unit member's preference for the following school year, regarding a job share assignment or a full-time assignment.
- 12.13 The District will provide full time assignments if the appropriate number of full time vacancies exist.

ARTICLE 13
LAYOFF

- 13.1 The parties acknowledge the District's right to lay off certificated unit members based upon the needs of the District as determined by law. The following provisions constitute complete agreement on all items within the scope of negotiations relative to layoff of certificated unit members. It is agreed and understood that no further negotiation relative to layoff shall be required.
- 13.2 Upon request of the unit member, a unit member who is laid off shall be eligible to continue existing District paid group insurance for a period of three (3) calendar months after termination of employment, with the approval of the carriers or until the unit member is covered by another insurance plan, whichever is the shorter period. Thereafter, the unit member may, if she/he chooses, continue to pay the necessary premiums on a monthly basis as provided by COBRA.
- 13.3 Offers of re-employment (other than on a substitute basis) shall be either personally served or made via U.S. First Class Mail addressed to the last known address and shall include details of the vacancy offered, and a mechanism for acceptance or refusal of the offer of re-employment within the prescribed time limit, and a place for the unit member's signature. Failure to so reply within ten (10) calendar days from service of the offer of re-employment shall be deemed a refusal of the offer of re-employment. It is the responsibility of each unit member with re-employment rights to file with the District's Office a current mailing address.
- 13.4 Refusal of two (2) such offers of re-employment shall cause loss of re-employment rights, except laid off unit members may waive their right to re-employment for up to one (1) year without loss of re-employment rights. However, declining an offer of re-employment of fewer hours of employment held at time of layoff shall not constitute a refusal of re-employment.
- 13.5 A unit member who is laid off and subsequently rehired during the period of re-employment rights shall have the accrued Sick Leave balance as of the date of layoff reinstated.
- 13.6 Whenever two (2) or more unit members have the same first date of paid service, such ties in seniority shall be broken by applying the criteria below (Education Code 44955).

CERTIFICATED SENIORITY TIE BREAKER CRITERIA

CREDENTIALS HELD:

Intern	1
Preliminary	2
Professional Clear	3

ADDITIONAL UNITS, DEGREES CREDENTIALS OR CERTIFICATES

CLAD	2
BA + 30	1
BA + 45	2
BA + 60	3
Masters	4

PREVIOUS FULL TIME K-8 TEACHING EXPERIENCE

2 points per year for up to 5 years

CA SUBJECT MATTER PROJECTS (I.E. READING or MATH PROJECTS)

Successful completion 2 points for each subject

In the event that common first date of paid service unit members have an equal number of total points, the tie will then be broken by a single flip of a coin. Criteria and coin flip (if necessary) to reach agreement on seniority will be applied with the participation of the district and the North Cow Creek Education Association.

All points must be earned and documented with the district by October 15 of the school year when layoffs will be applied.

- 13.7 Laid off unit members shall have first priority for filling any future vacancies which occur for up to thirty-nine (39) months following the effective date of the employee's layoff.
- 13.8 Whenever any vacancy occurs (including temporary and substitute vacancies), the District shall offer the position to the most senior laid-off unit member with a credential qualifying the unit member to perform the service required by the vacant position.

ARTICLE 14
UNIT MEMBER DISCIPLINE

- 14.1 The District continues to reserve the right to take any reasonable disciplinary action against any unit member for just cause.
- 14.2 Prior to imposing disciplinary action, the unit member shall be provided with the pre-disciplinary right to receive a written notice of the charges, to receive copies of all documents or evidence proposed to be used against the unit member, to respond to the charges, and to be represented by the Association.

- 14.3 Discipline shall be comprised of progressive discipline, a program in which the penalties become progressively more severe in accordance with progressive seriousness of the infraction(s).
- 14.4 Disciplinary action shall be comprised of the following progressive disciplinary procedures, applied sequentially: letter(s) of reprimand to suspensions with or without pay to the ultimate penalty of discharge. In some cases, where the violation is especially egregious or dangerous, suspension or discharge is justifiable, even on a first offense.
- 14.5 For the purposes of this Article, "Disciplinary Action" shall mean a letter of reprimand, suspension with or without pay, or dismissal.
- 14.6 Non-disciplinary, preventative, or corrective measures include, but are not limited to, verbal counseling, conferencing, conferencing memos, and verbal or written warnings. Non-disciplinary written communication will not be placed into a unit member's personnel file, unless attached as supporting documentation in a disciplinary action.
- 14.7 Unit members may invoke their right to union representation at any time during a disciplinary action.
- 14.8 Nothing within this Article shall be construed to limit in any way the existing rights of the District to discipline unit members or to take action to dismiss employees as set forth in the California State Education Code.

ARTICLE 15
CLASS SIZE

- 15.1 The District and the Association agree that class size should not exceed twenty-four (24) students per class in grades K - 3, and twenty-eight (28) students per class in grades 4 - 8.

If any of the stated class sizes are exceeded for 10 consecutive or non-consecutive school days, the affected unit member may request that the Superintendent/Principal meet and explore alternatives, such as the distribution of resources. The Superintendent/Principal shall meet upon written request within 10 school days.

The District and the Association agree that this is a collectively bargained alternative class size arrangement pursuant to the Local Control Funding Formula.

- 15.2 Staffing shall be based on the following teacher-pupil ratios:

Grade	Ratio
TK-3	25
4-8	29

- 15.3 Effective as of the 1997/98 school year, regular classroom unit members whose K-8 class roster exceeds the above listed ratio shall be compensated at the rate of \$2.50 per enrolled day - per student above the ratio, paid on a semi-annual basis.
- 15.4 In each school year, each teacher shall be credited with three hundred dollars (\$300) for art and enrichment supplies and materials.

ARTICLE 16
PUBLIC CHARGES

- 16.1 The Board and the administration place trust in its unit members and desire to support their actions in such a manner that unit members are freed from unnecessary spiteful or negative criticism and complaints.
- 16.2 All charges or complaints against a unit member shall be presented to the Superintendent/Principal and shall be processed according to the appropriate Board Policy and Administrative Procedures.
- 16.3 If it appears necessary, the Trustees, the Administration, the person who made the complaint and the unit member involved may request a closed session of the Board subject to compliance with the Brown Act for the purpose of a more complete study on the matter. The person making the complaint, the administrator and unit member, and if so requested by the unit member, an Association representative shall be asked to attend such a meeting for the purpose of presenting additional facts. In making further explanations and clarifying the issues, hearsay, rumor and emotional feelings shall be disregarded. Only the facts related to this decision shall be entertained by the Trustees.

ARTICLE 17
SAFETY CONDITIONS OF EMPLOYMENT

- 17.1 In the event that a student enters the school with a history of violent, criminal, or harassing behavior, unit members will be informed of that history. If a currently enrolled student engages in violent, criminal or harassing behavior, unit members will be informed of the behavior and of the action taken.
- 17.2 The District shall act promptly to correct any noted safety hazards and/or deficiencies.
- 17.3 Unit members will not be required to provide medical treatment other than basic first aid.

ARTICLE 18
SAVINGS PROVISIONS

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or held to be outside the scope of negotiations, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 19
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, to the extent of a conflict, and over State laws, to the extent permitted by State law.

ARTICLE 20
EMERGENCY CLOSURE

Nothing in this Agreement shall require the District to keep the school open in the event of inclement weather, a natural disaster, or public power shutoffs. When school is closed to students, due to the above conditions, and a unit member is required to report to work related duties and the closure day is required to be made up, the unit member shall be compensated at their daily rate. If the State requires that days the school is closed for emergencies be made up, unit members will be required to report to their job assignments for those make up days with no additional compensation.

ARTICLE 21
CONCERTED ACTIVITIES

- 21.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, illegal picketing, refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 21.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward encouraging all unit members to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to take necessary steps to encourage those unit members to cease such action.
- 21.3 It is agreed and understood that any unit member violating this Article may be subject to discipline.

ARTICLE 22
ENTIRE AGREEMENT

This Agreement shall remain in full force and in effect from July 1, 2020 – June 30, 2023; and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than October 31, of its request to modify and amend the Agreement and until modified by a successor agreement.

The parties agree to renumber articles and sections in the contract as necessary to incorporate the agreement.

ARTICLE 23
TERM

- 23.1 For the 2020/2021 school year, negotiations are closed except for early retirement incentives and/or both parties mutually agree to amend any portion of this agreement.
- 23.2 For the 2021/2022 school year, either party may open negotiations on salary and benefits and one additional article for negotiations.
- 23.3 For the 2022/2023 school year, either party may open negotiations on salary and benefits and the parties will exchange successor agreements and sunshine proposals no later than October 31, 2022.
- 23.4 The parties agree to sunshine for reopeners, and successor contract negotiations including compensation and articles to be negotiated, no later than October 31 of each year.

APPENDIX A

North Cow Creek Elementary School District 2019/2020 Certificated Salary Schedule Effective July 1, 2019

	1 Intern	A 30+	B 39+	C 48+	D 57+	E 66+	F 75+
1	41,903	45,547	46,913	48,321	49,770	51,264	52,801
2	43,580	47,368	48,790	50,254	51,761	53,314	54,914
3		49,264	50,742	52,264	53,832	55,447	57,110
4		51,234	52,771	54,354	55,985	57,665	59,394
5		53,284	54,882	56,529	58,224	59,971	61,770
6		55,415	57,077	58,790	60,553	62,370	64,241
7		57,077	58,790	60,553	62,370	64,241	66,168
8		58,790	60,553	62,370	64,241	66,168	68,153
9		60,553	62,370	64,241	66,168	68,153	70,198
10		62,370	64,241	66,168	68,153	70,198	72,304
11		62,370	64,241	66,168	68,153	71,251	73,388
12		62,370	64,241	66,168	68,153	72,320	74,489
13		62,370	64,241	66,168	68,153	73,404	75,607
14		62,370	64,241	66,168	68,153	74,506	76,741
15		62,370	64,241	66,168	68,153	75,623	77,892
16		62,370	64,241	66,168	68,153	76,531	78,826
17		62,370	64,241	66,168	68,153	77,449	79,772
18		62,370	64,241	66,168	68,153	78,378	80,730
19		62,370	64,241	66,168	68,153	78,378	81,698
20		62,370	64,241	66,168	68,153	78,378	82,679
21		62,370	64,241	66,168	68,153	78,378	83,671
22		62,370	64,241	66,168	68,153	78,378	84,675
23		62,370	64,241	66,168	68,153	78,378	85,691
24		62,370	64,241	66,168	68,153	78,378	86,719

Unit members who have reached step 10 or above of Column F shall be compensated \$50 per year for each college unit above 75 units beyond the Bachelors Degree. In no event shall such unit compensation exceed a total of 100 units. In order for employees to receive credit for units earned prior to September 15 of any school year, the employee must have previously provided evidence of such units to the District.

Master Stipend: \$1,250

District Provided Health Insurance Cap: \$10,100

**North Cow Creek Elementary School District
2020/2021 Certificated Salary Schedule
Effective July 1, 2020**

	1 Intern	A 30+	B 39+	C 48+	D 57+	E 66+	F 75+
1	42,951	46,686	48,086	49,529	51,015	52,546	54,122
2	44,670	48,553	50,010	51,510	53,056	54,647	56,287
3		50,496	52,010	53,571	55,178	56,833	58,538
4		52,516	54,091	55,714	57,385	59,107	60,880
5		54,617	56,254	57,942	59,680	61,471	63,315
6		56,801	58,505	60,260	62,068	63,930	65,848
7		58,505	60,260	62,068	63,930	65,848	67,823
8		60,260	62,068	63,930	65,848	67,823	69,858
9		62,068	63,930	65,848	67,823	69,858	71,953
10		63,930	65,848	67,823	69,858	71,953	74,112
11		63,930	65,848	67,823	69,858	73,033	75,224
12		63,930	65,848	67,823	69,858	74,128	76,352
13		63,930	65,848	67,823	69,858	75,240	77,497
14		63,930	65,848	67,823	69,858	76,369	78,660
15		63,930	65,848	67,823	69,858	77,514	79,840
16		63,930	65,848	67,823	69,858	78,444	80,798
17		63,930	65,848	67,823	69,858	79,386	81,767
18		63,930	65,848	67,823	69,858	80,338	82,749
19		63,930	65,848	67,823	69,858	80,338	83,741
20		63,930	65,848	67,823	69,858	80,338	84,746
21		63,930	65,848	67,823	69,858	80,338	85,763
22		63,930	65,848	67,823	69,858	80,338	86,792
23		63,930	65,848	67,823	69,858	80,338	87,834
24		63,930	65,848	67,823	69,858	80,338	88,888

Unit members who have reached step 10 or above of Column F shall be compensated \$50 per year for each college unit above 75 units beyond the Bachelors Degree. In no event shall such unit compensation exceed a total of 100 units. In order for employees to receive credit for units earned prior to September 15 of any school year, the employee must have previously provided evidence of such units to the District.

Master Stipend: \$1,250

District Provided Health Insurance Cap: \$10,100

Appendix B

NORTH COW CREEK SCHOOL DISTRICT TIMELINE FOR CERTIFICATED EMPLOYEES EVALUATION

**NORTH COW CREEK SCHOOL DISTRICT
TIMELINE FOR
CERTIFICATED EMPLOYEES EVALUATION**

NOTIFICATION

By October 1st

Notification of teachers to be evaluated during the school year

GOAL SETTING CONFERENCE

By October 15th

Attend Goal Setting Conference and evaluation process meeting

PRE-OBSERVATION CONFERENCE

At least two (2) working days before the observation (unless agreed upon by both parties)

Complete pre-observation form and meet with evaluator prior to lesson to preview lesson using

OBSERVATION BY EVALUATOR

Collection of evidence based on California Standards for the Teaching Profession using the Classroom Observation Form

POST-OBSERVATION CONFERENCE

Within five (5) working days of observation (unless agreed upon by both parties)

Evaluatee and evaluator review evidence and discuss the Observation

WRITTEN OBSERVATION NOTIFICATION

Within five (5) working days of the Post-Observation conference

Evaluator completes the Classroom Observation Form and gives to the evaluatee

PROBATIONARY

SUMMARY EVALUATION CONFERENCE

By February 15

Discuss Self-Evaluation form/Summary Evaluation

PERMANENT

SUMMARY EVALUATION CONFERENCE

By April 30

Discuss Self-Evaluation form/Summary Evaluation

PERSONNEL FILE

After each evaluation the Formal Classroom Observation Form and the Summary Evaluation Report will be placed in the evaluatee's Personnel File. Within thirty (30) days, the employee may attach a written response to the summary evaluation before such evaluation is placed in the evaluatee's personnel file.

NORTH COW CREEK SCHOOL DISTRICT

Pre-Observation Conference Form

Please complete this form and bring it with you to the pre-observation conference for discussion

Teacher: _____ Pre-Observation Conference Date/Time: _____

Evaluator: _____ Classroom Observation Date/Time: _____

1. What specific content standards and goals/objectives have you set for the lesson to be observed?

--

2. What information have students learned just prior to this lesson?

--

3. How will you engage and support all students in learning?

--

4. How will you create and maintain an effective environment for student learning?

--

5. How will you organize subject matter, plan instruction and design experiences for student learning?

--

6. How will you assess students for learning?

--

NORTH COW CREEK SCHOOL DISTRICT
Classroom Observation Form
(Page 1)

Teacher: _____ Evaluator: _____ School Year: _____

Date: _____ Time of Observation (Min 30 minutes): _____

Employment Status: Permanent Probationary Temporary Other: _____

		Observed	Not Observed
ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING			
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 students learning and adjusting instruction while teaching		
Comments:			

		Observed	Not Observed
CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING			
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 maintain learning environments that are physically, intellectually, and emotionally safe		
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students		
2.5	Developing, communicating, and maintaining high standards for individual and group behavior		
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn		
2.7	Using instructional time to optimize learning		
Comments:			

NORTH COW CREEK SCHOOL DISTRICT
Classroom Observation Form
(Page2)

Teacher: _____ Evaluator: _____ School Year: _____

		Observed	Not Observed
UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING			
3.1	Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks		
3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter		
3.3	Organizing curriculum to facilitate student understanding of the subject matter		
3.4	Utilizing instructional strategies that are appropriate to the subject matter		
3.5	Using and adapting resources, technologies, and standards-aligned instructional materials 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:			

		Observed	Not Observed
PLANNING INSTRUCTION AND DESIGNING LEARNING ACTIVITIES FOR ALL STUDENTS			
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:			

NORTH COW CREEK SCHOOL DISTRICT
Classroom Observation Form
(Page3)

Teacher: _____ Evaluator: _____ School Year: _____

		Observed	Not Observed
ASSESSING STUDENT LEARNING			
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:			

Practices you should continue to use:

Areas of future growth:

Evaluator

Date

Evaluatee

Date

The teacher's signature does not constitute an endorsement of the evaluator's notations, but is an acknowledgment that the document has been received. Teachers have the right to submit an additional written response for inclusion in this report.

ATTACHMENTS: Yes (Signed and dated by both parties) Submitted by _____
 No

**NORTH COW CREEK ELEMENTARY SCHOOL
CERTIFICATED EVALUATION PURPOSE**

PURPOSE

The purpose of teacher evaluation is to improve the educational program in the North Cow Creek Elementary School District and to advance toward attainment of the District's stated educational goals.

The criteria to be used for evaluation relate specifically to the California Standards for the Teaching Profession:

Standard One: Engaging and Supporting All Students in Learning

- 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

Standard Two: Creating and Maintaining Effective Environments for Student Learning

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

Standard Three: Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials 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

Standard Four: Planning Instruction and Designing Learning Experiences for All Students

- 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

Standard Five: Assessing Students for Learning

- 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

Standard Six: Developing as a Professional Educator

- 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

CERTIFICATED EVALUATION RUBRIC NORTH COW CREEK School District

This rubric will be used as a basis for the Summary Evaluation

	Does Not Meet the California Standards for the Teaching Profession (1)	Infrequently Meets the California Standards for the Teaching Profession (2)	Meets the California Standards for the Teaching Profession (3)	Consistently Exceeds the California Standards for the Teaching Profession (4)
STANDARD ONE: Engaging and Supporting All Students in Learning	<p>Teacher confines instruction to materials in text and uses a limited range of instructional strategies. Skills may be presented in isolation and with little opportunity to assess prior knowledge or apply new learning to problem solving situations.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher occasionally builds on prior knowledge and life experiences in designing lessons. Multiple learning strategies may be used to engage students in thinking within and across subject areas. Students begin to apply few new skills to real life problems.</p>	<p>Teacher routinely assesses background knowledge and designs activities to build or correct inaccurate knowledge. Learning activities are selected from a wide range of experiences to meet the learning styles of groups within the class. Students are encouraged to ask critical questions and view problems from different perspectives when problem solving. Students take an active part in correcting and reviewing their work, with some opportunities for peer evaluation.</p>	<p>Teacher regularly designs motivational openings for lessons that engage, assess, and build background knowledge, and continues to assess throughout instruction. In addition to having well planned lessons, the teacher is able to take advantage of unexpected events or to modify the lesson effectively when students are not succeeding. Students pose relevant questions and consider other viewpoints when reflecting and evaluating content in meaningful contexts that encourage application of skills. A variety of activities are planned that help students make decisions about managing time, materials, and learning activities, leading toward autonomous learning.</p>
STANDARD TWO: Creating and Maintaining Effective Environment for Student Learning	<p>Teacher demonstrates limited skill in establishing and maintaining a safe learning environment in which all students are treated fairly.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher maintains a safe learning environment. Teacher institutes some routines and procedures that promote interactions between teacher and students and among students.</p>	<p>Teacher creates a safe physical environment that engages all students and promotes the effective use of instructional time. Teacher institutes and models procedures and routines that are consistent and clearly understood by all. Classroom environment and climate promote social development and group responsibility as well as support student learning.</p>	<p>Teacher facilitates multiple learning opportunities in which students take responsibility for creating a safe environment that is conducive to learning. Teacher ensures constructive interaction, students working independently and collaboratively. Teacher maximizes effective use of time and resources.</p>
STANDARD THREE: Understanding and Organizing Subject Matter for Student Learning	<p>Teacher exhibits limited working knowledge of subject matter and student development.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher uses some subject matter knowledge and student development knowledge to organize curriculum to facilitate students' understanding of the basic central themes, concepts, and skills.</p>	<p>Teacher uses a good understanding of subject matter and student development to interrelate ideas and information within and across subject areas to extend student's understanding.</p>	<p>Teacher uses a strong knowledge of subject matter, student development, instructional resources, and teaching strategies to make subject matter accessible to all students and to help students understand the central themes, concepts, and skills within the subject area and across subject areas.</p>
STANDARD FOUR: Planning Instruction and Designing Learning Experiences for All Students	<p>Teacher rarely sequences curriculum and designs long and short term plans.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher generally plans instruction without drawing upon students' backgrounds. Occasionally establishes class goals with regard for student experience, language development, and home and school expectations.</p>	<p>Teacher's plans incorporate related subject matter knowledge, reflect grade-level curriculum expectations, and effectively use a variety of instructional strategies to promote learning goals and connect with student experiences and interests. Teacher routinely assesses student progress and modifies instructional plans to adjust for student needs.</p>	<p>Teacher creates long and short term plans and helps students take ownership of challenging goals that are enriched by student background and experiences, guided by state and local standards and grade level expectations. Teacher modifies and adjusts plans and goals according to student achievement, as measured by ongoing assessment and student interests.</p>
STANDARD FIVE: Assessing Student Learning	<p>Teacher collects information about student performance from a single or limited source.</p> <p>Other components of this standard are not evidenced.</p>	<p>Teacher collects information from a variety of sources, including formal and informal assessments without consistently utilizing the results to adjust instruction.</p>	<p>Teacher uses a variety of sources to assess students and involves students in assessing and setting goals based on an examination of their own work. Teacher uses available District tools to assist in assessment, analysis, and communication of student learning in a timely manner. Teacher adjusts instruction and learning activities based on assessment.</p>	<p>Using a variety of sources and available District tools (including students' assessment of own work) and based on clearly articulated goals, teacher assesses student achievement and communicates results with parents, support staff, and students. Teacher (sometimes teacher and students collaboratively) continually adjusts instruction and learning opportunities to more closely fit student needs. Teacher guides students in setting and adjusting independent learning goals based on collaborative examination of students' work.</p>
STANDARD SIX: Developing as a Professional Educator	<p>Teacher minimally collaborates with colleagues or the broader professional community to support student learning. Teacher does not work collaboratively with families to support student learning. Teacher manages professional responsibilities marginally.</p> <p>Other components of this standard not evidenced</p>	<p>Teacher occasionally collaborates with colleagues or the broader professional community to support student learning. At times, teacher works collaboratively with families to support student learning. Teacher manages professional responsibilities occasionally.</p>	<p>Teacher reflects on personal teaching practices and actively engages in planning personal goals for professional development. Teacher demonstrates effective interpersonal communication skills within the school and larger community. Teacher manages professional duties proficiently. Teacher works effectively with families to support student learning.</p>	<p>Teacher has leadership role in creating professional working relationships with staff and in the larger school community. Teacher seeks learning opportunities and professional contacts to enhance classroom practice and school goals and to expand and deepen personal repertoire of skills and strategies. Teacher positively manages challenging situations that may involve conflicts with families and colleagues.</p>

ARTICLE VII

CERTIFICATED PERSONNEL EVALUATION

A. PHILOSOPHY

The philosophy underlying these evaluation procedures is embodied in the following basic concepts:

1. The purpose of teacher evaluation is to improve the educational program in the North Cow Creek Elementary School District and to advance toward attainment of the District's stated educational goals.
2. The evaluation of teachers is viewed as a positive process, which is program and performance oriented, and not personally centered.
3. The evaluation of teachers, in all its facets, is seen as a cooperative effort and a shared responsibility between evaluatee and evaluator. Final responsibility for performing evaluative judgment and for signing evaluation forms rests with site administration, or designated administrator with direct oversight responsibilities of the evaluatee's program.
4. The teacher's evaluator shall take affirmative action to help the employee to correct any cited deficiencies. Such action shall include specific recommendations for improvement, direct assistance in implementing such recommendation, and/or released time for the teacher to visit and observe other similar classes in other schools.
5. Teachers shall not be required to participate in the evaluation and/or observation of other teachers. Teachers who are assigned as half-time teachers and half-time administrators shall participate in the evaluation and/or formal observation of other teachers.
6. If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, at the evaluatee's request, the evaluation(s) citing such deficiencies shall be removed from the evaluatee's file after a period of thirty-eight (38) months following the completion of the remediation.
7. All teachers to be evaluated will be notified by October 1 of each school year. A list will be maintained by the District.
8. The summary evaluation of a unit member's performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

In the event that laws or regulations including, but not limited to, those which impact funding require the District to modify the first sentence in this section (A8) the language shall be removed or modified to be in compliance with law or regulation and any modification will be negotiated only to the extent specifically required by said law or regulation. Nothing in this section (A8) shall prohibit teachers and administrators from having professional discussions about test scores including discussions about the scores of the students currently or previously taught by the teacher.

B. DEFINITION OF TERMS

1. Evaluation: A process that is composed of at least three parts. Those are:
 - a. The written goals and objectives
 - b. Observation(s), formal/informal

c. A summary written evaluation

2. Evaluator: An evaluator shall be the site administrator with direct oversight responsibility of the evaluatee's program.
3. Goals and Objectives: A goal is an individualized plan that states what a unit member will strive to achieve as related to their instructional position during the school year. An objective is the method(s) to be used by the unit member to achieve the goals that have been established.
4. Observation: Observation is the basis for the summary evaluation as written by the site administrator. All other observations and supervision activities performed by other than the evaluator are not to be a part, either directly or indirectly, of the summary evaluation without the written permission of the evaluatee.
5. Informal Classroom Observation: Shall be a classroom visit of an unspecified period of time, with or without prior notification of the visit.
6. Formal Classroom Observation: Shall be at least 30 minutes to one (1) period in duration. Shall be preceded and followed by conferences between evaluator and evaluatee.

C. EVALUATION OF PERMANENT TEACHERS

1. Permanent teachers shall be evaluated once every other year. When a permanent employee has received a needs improvement or an unsatisfactory summary evaluation, the employee will be evaluated annually by his or her current evaluator until the employee receives a positive evaluation or is separated from the District.
2. By October 15, the evaluator shall confer with all permanent teachers being evaluated that year to establish in writing goals and objectives and may review site goals and the summary evaluation process.
3. During the year a teacher is being evaluated, the evaluator may conduct one formal observation to occur no later than April 30. Additional Formal observations may be scheduled if the evaluator and evaluatee agree or the evaluator indicates areas for improvement.
4. Not later than May 1 of the year that the permanent teacher is to be evaluated, the evaluator shall meet with the unit member and discuss his/her summary evaluation.
5. Unit members with permanent status and who have been employed at least ten (10) years with the school district, are highly qualified, as defined in 20 USC Sec. 7801, and whose previous evaluation rated the unit member as meeting or exceeding standards, may be evaluated every five (5) years if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time. If the parties do not mutually agree, the process reverts back to C1 of this article.

D. EVALUATION OF PROBATIONARY TEACHERS

1. All probationary teachers shall be evaluated every year.
2. By October 15, the evaluator shall confer with all probationary teachers being evaluated that year to establish in writing goals and objectives and may review site goals and the summary evaluation process.
3. At least two (2) formal observations shall be conducted each year prior to February 1 of the current school year.

4. Not later than May 15 of the year that the probationary teacher is evaluated, the evaluator shall meet with the unit member and discuss his/her summary evaluation.

E. EVALUATION OF TEMPORARY TEACHERS

1. All temporary teachers may be evaluated every year.
2. The evaluator shall confer with all temporary teachers being evaluated that year to establish in writing goals and objectives and may review site goals and the summary evaluation process.
3. At least two (2) formal observations shall be conducted each year prior to April 30 of the current school year.
4. Not later than May 15 of the year that the temporary teacher is evaluated, the evaluator shall meet with the unit member and discuss his/her summary evaluation.
5. A determination that any temporary teacher has received a needs improvement or an unsatisfactory evaluation shall be recorded on the temporary teacher's evaluation form.

F. FORMAL CLASSROOM OBSERVATION

1. The provisions of this Article do not preclude other methods of evaluation and observation by the evaluator. Evaluators and evaluatees may suggest other methods of evaluation and observation which, if mutually agreed upon, will be utilized in the individual's process.
 - a. A formal classroom observation shall be arranged by the evaluator and the evaluatee at least two (2) days in advance of the observation. This requirement may be waived at the discretion of the evaluatee.
 - b. The classroom observation shall be preceded and followed by a conference during which evaluator and evaluatee shall discuss data relevant to the observation. The evaluator's observation shall be put in writing (Appendix B).
2. Formal classroom observations may be waived by mutual agreement of the evaluator and evaluatee.

G. WRITTEN SUMMARY EVALUATION

1. The summary evaluation may include at least one (1) formal classroom observation for permanent teachers and shall include at least two (2) formal classroom observations for probationary teachers.
2. The summary evaluation shall not be based solely on classroom observations.
3. The summary evaluation shall include recommendations or requirements, if necessary, as to areas of improvement in the performance of the teacher.
4. A copy of the written summary evaluation shall be presented to a permanent teacher by April 30 and to a probationary teacher by February 15.
5. Within thirty (30) days, the evaluatee may attach a written response to the summary evaluation before such evaluation is placed in the evaluatee's personnel file.

6. The written summary evaluation, goals and objectives, and observation forms will be jointly developed by the Association and the district and no other forms may be used for the purpose of observation and evaluation without mutual consent of the Association and District.

H. ALTERNATIVE EVALUATION FORM

1. Notwithstanding the above procedures, by October 15, the site administrator and permanent status teacher who is meeting or exceeding district standards may agree to utilize one of the following alternative evaluation procedures. The alternative evaluation procedure is intended to be a collaborative undertaking between the evaluatee and the evaluator based upon innovation and creativity to meet individual needs. Therefore, the following options are only examples (details of evaluation options will be provided to unit members). A specific plan for the option selected shall be developed by the evaluatee and the site administrator.
 - a. Visitation/Co-Visitation: visitation may include observation of other teachers' classroom approaches, techniques, training, and/or in-service activity within or outside the District.
 - b. Peer Observation/Coaching: All communications regarding the actual observation/coaching, including the results thereof, shall be exclusively between the peers.
 - c. Feedback/Survey: The design of any instrument shall be agreed upon by the evaluatee and the evaluator. The results of the survey shall be available exclusively to the unit member.
 - d. Analysis of student Work Over Specified Time: The purpose and design of the analysis shall be agreed upon by the evaluatee and the evaluator. The results of the analysis shall be available exclusively to the unit member.
 - e. Video Training: All video materials shall remain in the exclusive custody of the unit member.
 - f. Other: Other activities may be performed as part of the evaluation process as mutually agreed upon by the evaluatee and the evaluator.