

AGREEMENT BETWEEN THE GOLD OAK UNION SCHOOL DISTRICT AND THE GOLD OAK TEACHERS ASSOCIATION

Effective through June 30, 2028

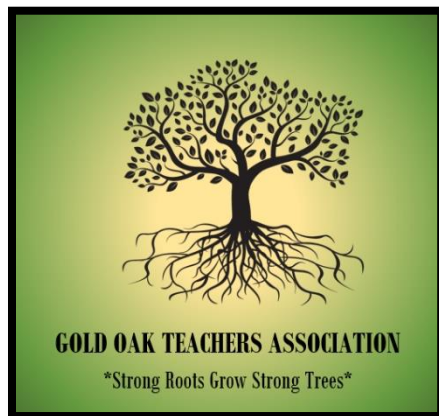


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Article I: Agreement

1. Agreement

The Articles and agreements contained herein constitute a bilateral and binding agreement (hereafter Agreement) by and between the Governing Board of the GOLD OAK UNION SCHOOL DISTRICT (hereafter District) and the GOLD OAK TEACHERS ASSOCIATION, CTA/NEA, an employee organization (hereafter Association). This agreement is entered into pursuant to Government Code section 3540 and following.

Article II: Recognition

1. Recognition

- a. The District recognizes the Gold Oak Teachers Association as the exclusive representative of all temporary, probationary and permanent certificated employees of the District, excluding substitute, management, confidential and supervisory employees.
- b. The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above shall be performed only by unit members unless there are no unit members who are qualified and/or interested in performing the work, in which case the District may utilize non-bargaining unit personnel.

2. Coverage

This Agreement applies only to unit members in the Teachers Unit described above.

Article III: Definitions

1. Immediate Family

“Immediate Family” as used in this agreement means the parent, child, sibling of the employee, or of the employee’s spouse or registered domestic partner (includes, grand, step, foster of previously mentioned family members). This also includes any relative living in the immediate household of the employee, or family members as allowed under the Family and Medical Leave Act (FMLA), or loco parentis or designated persons as allowed under the California Family Rights Act (CFRA).

Article IV: Negotiations Procedure

1. Association Proposals

The parties will make every effort to submit its initial proposals for a successor Agreement to the Board of Education, no later than March of the calendar year in which this Agreement expires. With at least 30 calendar day notice of Association's intent to sunshine, the District shall sunshine at the same Board of Education meeting.

2. Commencement of Negotiations

The parties shall initially meet and negotiate in good faith on negotiable items for a successor agreement on a mutually agreeable date following fulfillment of the sunshine requirements. Any agreement reached between the parties shall be in writing and signed by each and every negotiator.

No more than four (4) representatives of the District or Association will sit at the table, unless mutually agreed upon. Attorneys and/or CTA employees are not included in this total. The District shall provide the Association representatives with release time for the purpose of negotiating. The parties agree to minimize interruption to the instructional program.

- a. Both parties agree to annually reopen Article XVII- Health and Welfare Benefits, Article XVIII-Salaries, and Article XXII-Work Year, unless mutually agreed upon under a multi-year settlement.

Both parties agree to annually reopen two additional articles each, unless mutually agreed upon under a multi-year settlement.

- b. The parties agree to open all Articles in the contract for language updates every three (3) years starting in the 2027-2028 school year.

Under unforeseen circumstances, the parties may reopen any Article of the agreement by mutual consent.

Article V: Maintenance of the Agreement

1. Supersedes Policy, Etc.

This Agreement shall supersede any rules, regulations or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.

2. Interpretation of Agreement

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

Article VI: Non-Discrimination

1. Non-Discrimination

The Board shall not discriminate against any unit member on any matter within the scope of representation on the basis of race, color, religion, creed, age, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), gender identity, gender expression national origin, political affiliation, domicile, marital status, sexual orientation, ancestry, mental and physical disability, medical condition, denial of medical and family care leave, pregnancy disability leave, military and veteran status, membership in an employee organization, or participation in the activities of an employee organization or retaliate based on any of these protected categories.

2. Application Procedures

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

Article VII: Savings

1. Effect of Invalidity

If any provision of this Agreement or any application of this Agreement to any unit member or the Association is held by a court of this state or by a federal court or an administrative tribunal to be contrary to law then such provision or application will be deemed invalid to the extent required by such court or administrative tribunal decision, but all other provisions or applications shall continue in full force and effect.

Should a provision or application be deemed invalid, as described above, the Board shall seek to re-institute any such benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet no later than thirty (30) calendar days after such court decision to re-negotiate the provision or provisions affected.

Article VIII: Statutory Changes

1. Incorporation in Agreement

Improvements in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement in a timely fashion if the benefit is required to be included.

Article IX: Grievance Procedure

1. Definitions

- a. A “grievance” is a claim by the Association or one or more unit member(s) that there has been a violation, misinterpretation or misapplication of a provision of this agreement.
- b. The “aggrieved party” is the person or persons making the claim.
- c. A “day” is any day in which unit members are required to render services to the District.

2. Purpose

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

3. Pre-Grievance Conference

- a. Prior to the filing of any Level 1 grievance form, the unit member shall, within ten (10) days after the occurrence, or when the grievant knew or should have known of the occurrence, schedule a conference with the appropriate administrator to discuss the problem that could precipitate a grievance.
- b. The administrator shall have five (5) days to consider the problem, schedule a conference, and present a written response.

4. Timely Filing

The grievance shall be filed in writing no later than thirty (30) days after the occurrence occasioning the grievance, or when the grievant knew or should have known of the occurrence.

5. Level 1: Administrator

- a. A grievance shall be presented in writing to the administrator using the grievance form. The administrator shall meet with the aggrieved party and/or the grievant’s representative.
- b. The administrator shall render a reasoned written decision within ten (10) days of the presentation of the grievance at Level 1.

- c. If the unit member is not satisfied with the decision at Level 1 the unit member may appeal the grievance to Level 2 within ten (10) days of the receipt of the Level 1 grievance decision.

6. Level 2: Superintendent

- a. The unit member shall file the appeal to the Superintendent or, if the Superintendent is the Administrator, shall start the grievance at Level 2.
- b. The Superintendent or his/her designee shall meet with the unit member appealing the Level 1 decision and shall render a reasoned written decision within ten (10) days of presentation at Level 2.
- c. If the unit member is not satisfied with the decision at Level 2, the unit member may appeal the grievance to Level 3 within ten (10) days of the receipt of the Level 2 grievance decision.

7. Level 3: Mediation

- a. Within ten (10) days after a decision by the Superintendent, if the matter is not resolved, the Association shall notify the Superintendent in writing that they will request the services of a State Mediator or mutually agreed facilitator to mediate a resolution.
- b. The mediator shall be presented with the positions of both sides and attempt to resolve the grievance. The mediator will have no power to add to, subtract from, or modify the terms of this Agreement.
- c. If mutual agreement is reached by the parties, that Agreement shall be recorded and signed as final and binding. If no agreement is reached, the Association may proceed to Level 4.
- d. If no agreement is reached, the discussions during mediation shall remain confidential and are non-binding.

8. Level 4: Board of Trustees

- a. If the Association is not satisfied with the disposition of his/her grievance at Level
- b. 3, the Association may, within ten (10) days after receipt of Level 3 decision, submit his/her grievance to Level 4.
- c. The Superintendent shall schedule a hearing on the appeal at the next available board meeting, or later, per the Association's request. The hearing shall be held in

open session unless the hearing would tend to disclose information personal to a pupil or information pertaining to an employee of the district the disclosure of which would constitute an unwarranted invasion of privacy.

- d. If the Board fails to render a decision within ten (10) days of the meeting, the Association may, within ten (10) days after the expiration of the ten (10) day period after the meeting, submit his/her grievance to Level 5.

9. Level 5: Arbitration

- a. If the Association determines that the grievance merits further hearings, it may, by written notice to the Superintendent or his/her designee, within fifteen (15) days after the receipt of the request from the grievant, submit the grievance to arbitration.
- b. The parties shall attempt to select a mutually acceptable impartial arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days, a request for a list of seven (7) arbitrators shall be made to the State Mediation and Conciliation Services by either party, and the parties shall flip a coin to determine who shall start the process of alternately striking names from the list until they select the final name as the arbitrator in the case.
- c. The parties shall attempt to mutually agree upon the issue or issues for the selected arbitrator. If the parties cannot agree upon the submission statement, each party may submit its own arbitrator's submission statement, and the arbitrator shall then determine the issue or issues, by referring to the grievance and the answers thereto at each step.
- d. The arbitrator so selected will confer with the representatives of the District and the Association and will schedule hearings to be held promptly. The arbitrator's award will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue or issues submitted. The arbitrator will be without power or authority to add to, subtract from, or modify the express terms of this Agreement.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses, and the costs of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them.
- f. Final Determination. The decision of the arbitrator shall be binding on all parties to this Agreement.

10. Time Limits

- a. Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.
- b. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort

should be made to expedite the process. The time limits may, however, be extended by mutual written agreement.

- c. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practical.
- d. If a timely response is not presented, the grievant may appeal to the next level.

11. Rights of Representation

An Association designated representative shall be present at all steps of the grievance process, regardless of whether a unit member alleging a grievance chooses to be represented.

12. No Reprisals

No reprisals of any kind will be taken by the District against anyone by reason of participation in the grievance.

13. Separate File

All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

14. Waiver of Step

By written mutual agreement, any step of the grievance procedure may be waived.

15. Resolution of Grievance

A unit member may at any time present grievances to the District and have such grievance adjusted without intervention of the Association. When the grievant is not represented by the Association, no resolution of the grievance shall be finally approved until that resolution is stated in writing and a copy sent to the Association which shall be allowed ten (10) days in which to file a response.

16. Attendance at Hearings

When it is necessary for a grievance representative(s) designated by the Association to attend a grievance hearing during the day, he or she will be released without loss of pay in order to permit participation in the hearing. Any unit member who is requested to appear at such hearings as a witness will be accorded the same right.

Article X: Association Rights

1. Mail Facilities

The Association shall have the right to use the District mail and email service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer. Such items will be signed by the Association President or authorized designee.

2. Bulletin Boards

The Association shall have the right to post notices of activities and matters of concern on Association bulletin boards placed in lunchrooms. Items posted shall be signed by the Association President or a member of the Association's executive board as designated by the Association President.

3. Use of Buildings and Equipment

The Association shall have the right to use school facilities and equipment, including computer and software, during all reasonable hours for meetings and other Association activities with prior notice to the District and when the facilities and equipment are not otherwise in use. Any extra cost for custodial services, protection, supplies and other added expenses shall be borne by the Association.

4. Association Access

The Association shall have the right of access at reasonable times to areas in which employees work. This shall be understood not to permit interruption of classroom instruction, supervision or other assigned duties.

5. Access to Information

The District agrees to furnish to the Association all agendas and minutes of Board meetings and all attachments thereto at the time of distribution to the Board. The District shall also provide all financial reports and audits. Upon request by the Association, the District will provide to the Association other non-confidential documents within five (5) days, if the document is available. If not, a reasonable time will be agreed upon.

6. Appointment to District Committee

To the extent permitted by law, the Association shall select unit member representatives on committees to develop standards of proficiency; unit member representatives on any committee developing staff development programs; and unit member representatives on any school-based program coordination committee. In addition, the Association shall appoint unit member representatives to any ad hoc committee established by the District or any other committee established under the Education Code and which require unit member participation.

7. Bargaining Unit Member List

The District shall supply the Association with a list at the start of each school year or upon request, the following information in digital Excel format for all bargaining unit members:

- a. Name
- b. Home Address
- c. Phone Numbers – work, home, and cellular that employers has on file
- d. Personal (non-employer) email addresses that employer has on file
- e. Grade Level/Assignment
- f. Date of Hire
- g. Seniority List
- h. Full Time Equivalent (FTE) Status
- i. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
- j. Type of Credential (i.e., Clear, Preliminary, Short-term Staff Permit, Provisional Internship Permit “PIP” or College Internship. Etc.)
- k. Indication of any Unit Member on Leave of Absence
- l. An indication of whether the Employer is deducting dues for membership

8. New Bargaining Unit Member Orientation

The District shall inform new bargaining unit employees of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire. New bargaining unit members shall be paid their contractual extra pay for extra duty rate, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

9. Scheduling of Orientation

The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association President and Vice President no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the

employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

10. Association Orientation Time Provided

The Association shall be provided no more than thirty (30) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientation/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests it be placed at the end of the agenda. Employer administration will excuse themselves during Association time.

- a. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientation/onboarding meetings and will have access to District audio visual equipment for Association presentations.
- b. The Association shall have District-paid release time to attend and participate in new bargaining unit member orientation/onboarding meetings for up to one (1) bargaining unit members, selected by the Association, if any orientation/onboarding meeting is held during the contractual work hours.

11. New Bargaining Unit Member Information

The following new bargaining unit member information shall be delivered to the Association president in digital Excel format and hard copy, sorted by seniority date, no later than 30 days after the date of hire:

- a. Name
- b. Home Address
- c. Phone Numbers – work, home and cellular (that employer has on file)
- d. Personal (non-Employer) Email Address (that employer has on file)
- e. School Site
- f. Grade Level/Assignment
- g. Date of Hire
- h. Seniority List
- i. Full time Equivalent (FTE) status
- j. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
- k. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "IP" or College Internship, etc.)

12. Appointment to Employer and Joint Committees

Should the District form a committee which could affect the Association, the District will request Association participation for such committee. The Association shall select up to two unit member(s) to act as a representative(s).

13. Notice of, and Opportunity to Oppose, Third-Party Requests for Members' Information

The District will not share member information with third parties. The District shall notify the Association President of any third-party request for unit members' contact information at the time of the District's response to the request. This includes, but not limited to, California Public Records Acts request for unit member disciplinary, evaluative, or other personnel-record information.

This District shall not disclose to a third-party personal unit member information such as home addresses, personal email addresses, home phone or cell phone numbers, birthdates, family member names, etc.

14. Respectful Workplace

Quality of teaching is the most influential factor in student learning. Nothing matters more to raising student achievement than the knowledge and effectiveness of teachers and those who support them. The District and Association are committed to building a lasting labor management relationship based on respect, collaboration and open communication and free from harassment and intimidation.

15. Waivers of Law, Regulation, and Policy

When seeking any waiver of state or federal law, regulations or school board policy for the District or a particular worksite; at the time of submitting the waiver(s) for board agenda, the District shall provide a copy of the waiver to the Association President. When legally required, the District shall seek approval of the Association. Barring such approval, the District shall not seek the waiver.

Article XI: Assignments

1. Definitions

- a. "Involuntary reassignment" is one initiated by the District.
- b. "Reassignment" is a work assignment designated by the Principal that is more than one grade level different from the original, past year, past semester or initial assignment at the beginning of the present school year or semester work assignment or involves a change of school sites.
- c. "Vacancy" is a certificated position in the bargaining unit not filled by a temporary, probationary or permanent employee.
- d. "Voluntary reassignment" is one initiated by the employee.
- e. Seniority shall be defined as the unit member's first date of paid service in the district with the following provisions:

To determine which one or more of several certificated employees with the same first date of paid service is to be laid off or rehired following a layoff, the decision shall be based on (a) analysis of the programs and student needs involved and (b) rating of all employees with the same first date of paid service, on specific criteria related to the student needs involved.

The criteria to be used in rating employees for this purpose shall be:

(1) Credentialing - included but not limited to:

- a. Legal requirements for each program versus credentials held.
- b. Specialties specified within each credential held.
- c. Variety and breadth of credentials held.

(2) Experience - including but not limited to:

- a. Length of experience here and elsewhere.
- b. Nature of experience here and elsewhere.
- c. Relation of experience to positions to be filled.

(3) Education - including but not limited to:

- a. Degrees earned and dates.

- b. Majors and minors in all post-high school studies.
- c. Courses completed since employed in this office.
- d. Other in-service experiences.

(4) Performance - including but not limited to:

- a. Attendance.
- b. Evaluation documents on file.
- c. Specific job-related skills (such as signing) as measured in employment screening.

The above data should be verified by the employee prior to rating. The rating of each employee shall be completed by the administration and verified by the teachers' association.

2. Voluntary Reassignment

- a. The principal shall consider present unit members' written requests for reassignment but shall reserve the right to fill vacancies based upon the Principal's opinion of the needs of the District and the best interest of the students.
- b. If a unit member's request for a voluntary reassignment is denied, the unit member shall be granted, upon request, a conference with the Administrator to discuss the reasons for denial. The unit member may request and shall receive written reasons for the denial following said meeting.

3. Involuntary Reassignment

The District will consider the requests of present staff before making an involuntary reassignment. A District administrator shall discuss and consider the reassignment with the teacher before making an involuntary reassignment. This latter requirement shall not apply during any time when the teacher is not available. Seniority shall be considered before and during any time when the teacher is not available. Seniority shall be considered before a District administrator finalizes the assignment but may not be the sole determining factor.

- a. Involuntary reassignments shall be made only after efforts have been made to make the reassignment voluntary.
- b. An involuntary reassignment will be made only after a meeting has occurred between the teacher(s) and administrator(s) involved unless the teacher is not available.

- 1) At such meeting, the necessity and rationale for the reassignment shall be discussed and explained.
 - 2) The unit member may request and shall receive written reasons for the involuntary reassignment following said meeting.
 - 3) If the employee objects to the reassignment, the unit member may request to meet with the Superintendent who shall meet with the unit member in an effort to resolve the objection.
- c. Seniority shall be a primary criteria considered before a District administrator finalizes a reassignment but may not be the sole determining factor. Other factors include the best interests of the students.
 - d. In the event seniority is not the determining criterion, the unit member shall receive the reasons(s) and rationale for utilizing another criterion, in writing if requested.
 - e. Notice of an involuntary reassignment will be given to an employee as soon as practical. The District will make every effort to give three (3) weeks notice prior to the effective date of the involuntary reassignment. Notification will be given by all phone numbers on file and personal and work emails.
 - f. A list of vacancies will be made available upon request to any employee being involuntarily reassigned.
 - g. In no case shall an involuntary reassignment be made for any disciplinary reason or to punish, reprimand, or deprive an employee for any past, present, or future actions or lack of action by said employee.
 - h. The parties agree that moving more than two (2) grade levels is not considered optimal and therefore, every reasonable attempt shall be made to avoid an involuntary reassignment of more than two (2) grade levels.

4. Confidentiality of Request

The District agrees to keep requests for reassignment confidential if requested to do so.

5. Released Time

If the involuntary reassignment is made, released time or extra duty pay equal to no greater than seven (7) hours per day for preparation shall be allowed, as necessary, to a maximum of three (3) days. Timesheet(s) must be turned in by the last day of each month and will not be accepted later than the first working day of the following month.

6. Moving Assistance

Assistance in the form of a substitute (during the school year) or extra duty pay rate equal to no greater than seven (7) hours per day during off days shall be given to the unit member to change classrooms. Timesheet(s) must be turned in by the last day of each month and will not be accepted later than the first working day of the following month. Custodial staff will also be offered in assistance. A maximum of two days may be used in this manner. Moving supplies (including District vehicle, if applicable) will be supplied by the District and custodial and/or other manual labor costs shall be covered.

7. Posting

- a. Vacancies shall be posted. The District shall deliver to the Association, email to all bargaining unit employees, and post in all school buildings a list of all vacancies which will be available during a regular school year or summer school. The list shall contain the following:
 - 1) A closing date which is at least ten (10) calendar days (not including weekends or school/national holidays) following the posting date; inside and outside postings will run concurrently with priority given to current employees.
 - 2) A job description.
 - 3) Qualifications necessary to meet the requirements of the position.
- b. When a vacancy is to be filled, the administration will allow a current employee to claim that job providing they meet the necessary qualifications. If two or more employees apply for a position and all other criteria are equal, then seniority within the District shall apply. If the administration deems that the employee claiming the position does not appropriately meet the best interest of the district, the administration will schedule a meeting with the employee. The employee may request GOTA representation.
- c. The District may temporarily fill any vacancies until the above process takes place. Temporarily filled vacancies may include the time necessary for a search and interview.
- d. Vacancies arising fifteen (15) days before or any time after the school year has already begun will be posted for no less than (5) five calendar days (not including weekends or school/national holidays) before the position is filled, unless otherwise agreed upon between the District and the Association.

8. Notification of Assignment

- a. Each unit member shall be given written notice of the next year's assignment no later than one week before the Reflection Day. Such notice shall specify the building, grade level and subject area to which the unit member will be assigned.
- b. The assignment may be changed only as a result of unanticipated circumstances, including, but not limited to: resignation, increased enrollment, or decreased enrollment that results in staffing changes. Any assignment change will be considered a reassignment.

9. Notice of Vacancies

The District shall notify unit members during the summer recess or periods of leave of any posted vacancies or opportunities for Extra Pay for Extra Duty which may arise. This notification shall be through the unit member's personal email, if provided or through their school email site if no personal email is provided.

Article XII: Evaluation

1. Frequency of Evaluation

All evaluations shall utilize the current California Standards for Teaching Profession in effect at the start of the school year.

Probationary, interns, and temporary unit members shall be formally evaluated at least each school year. Permanent (tenured) unit members shall be evaluated at least every other year. If a unit member is scheduled to be evaluated during a particular school year but is granted a leave of absence for one semester or longer, such evaluation shall take place during the first year of return to duty. After five consecutive satisfactory evaluations, the unit member and the district may mutually agree in writing that the unit member be evaluated on a four-year work cycle. This four-year cycle may be discontinued after two years by either party with written notification. Upon notification, either party may request a meeting to discuss the reasons for the notification. Informal evaluations may take place any time but not more than three times per year. An informal evaluation is for the purpose of an administrator to give suggestions and/or praise to the employees. The informal evaluations will not be placed into the employee's permanent file.

2. Evaluation Responsibilities

Unit members to be formally evaluated during a particular school year shall be furnished a copy of the Summary Performance Evaluation Report evaluation procedures.

3. Evaluation Procedures

By August 31, all teachers will receive a copy of the evaluation materials, Appendix E.

Intern/Non-Credentialed Teacher

By mid-October, the principal will initiate a meeting with each intern/non-credentialed teacher to complete the Evaluation-Goal Setting Conference Form including the following:

- a. Intern/non-credentialed teacher shall be provided a mentor in the first 10 days of their contracted workday, and no later than 30 days.
- b. The teacher will select at least one (1) standard. From that standard, the teacher will select at least two (2) elements in the selected standard to be the area of evaluation. The principal, in collaboration with the teacher, shall approve the standard selected. The teacher shall only be evaluated on the selected standard and elements.
- c. Determine procedures for growth and support. For intern/non-credentialed teacher shall be observed at least once a trimester by his/her mentor teacher, observe at least two teachers in his/her subject and/or grade level per trimester, and be observed twice a year by a principal.

- d. Establish plans for interaction/support. These may include meetings with administrators, peers, mentors, etc. to discuss issues germane to the components selected.
- e. Establish approximate dates for twice a year observations and follow up conferences with the principal and once a trimester observations/follow up conferences with mentor teacher. The teacher being evaluated will report the results of these observations, what he/she hoped to learn, what he/she learned, what he/she will try in the classroom based upon these observations and conferences, on the Teacher Observation Summary Form. The mentor will only share information about the observations with the intern/non-credentialed teacher. The first observation/conference and peer observation/report must be completed by non-tenured credentialed teacher timelines, even if they are non-reelected.

During the month of January, a mid-year conference will be scheduled with the principal (and the mentor teacher at the intern/non-credentialed teacher's option) to review progress toward goals and overall performance. An Action Plan form will be completed at this time. The unit member will be notified if they are to be recommended for continued employment or not. By March 1st, teacher completes a self-assessment of their goals, prior to evaluation meeting with principal (see Self Assessment on Goals in Appendix E). Principal and teacher discuss the self-assessment at the evaluation meeting, the principal completes the Summary Performance Evaluation Report following the evaluation meeting, the document is signed by March 10th and the teacher receives a copy.

Tenured Credential Teacher

By mid-September, the principal will initiate a meeting with each tenured teacher to complete the Evaluation Goal-Setting Conference Form including the following:

- a. The teacher will select at least one (1) standard. From that standard, the teacher will select at least two (2) elements in the selected standard to be the area of evaluation. The principal, in collaboration with the teacher, shall approve the standard selected. The teacher shall only be evaluated on the selected standard and elements
- b. Determine procedures for growth. These may include a commitment by the teacher to take college courses, training, work with a mentor teacher, visit other classrooms, review lesson plans, maintain a self-reflection journal, etc.
- c. Establish plans for interaction. These may include meetings with administrators, peers, mentors, etc. to discuss issues germane to the components selected.
- d. Establish approximate dates for observations and feedback. These may be:
 - 1) Two observation/conferences by the administrator, or

- 2) One observation/conference by the administrator and a report on one observation/conference of or by a peer, or
- 3) One observation/conference by the administrator and a meeting to present evidence of work related to the components (e.g. portfolios of student work, videotape, portfolio of teacher work, newsletters, etc.).
- e. Complete first observation/conference by December 10, second by March 15.
- f. A mid-year conference may be scheduled by principal and/or teacher.

By April 15th, tenured teachers shall complete a self-assessment of their goals (see Self Assessment on Goals in Appendix E). The principal and teacher will meet for the evaluation conference at which time the Summary Performance Evaluation Report will be presented to the teacher. This document must be signed by May 10th.

Non-Tenured Credentialed Teacher

By mid-October, the principal will initiate a meeting with each non-tenured teacher to complete the Evaluation-Goal Setting Conference Form including the following:

- a. Determine at least three (3) elements in at least one (1) standard which will be the areas of focus for the teacher. The principal will make the final determination.
- b. Determine procedures for growth and support. These may include a commitment by the teacher to take college courses, training, work with the mentor teacher, visit other classrooms, review lesson plans, maintain a self-reflection journal, etc.
- c. Establish plans for interaction/support. These may include meetings with administrators, peers, mentors, etc. to discuss issues germane to the components selected.
- d. Establish approximate dates for two observations and follow up conferences with the principal and two observations and follow up conferences by another teacher. The teacher being evaluated will report the results of these observations, what he/she hoped to learn, what he/she learned, what he/she will try in the classroom based upon these observations and conferences, on the Teacher Observation Summary Form. The cooperating colleague will only share information about the observations with the probationary teacher. The first observation/conference and peer observation/report must be completed by December 10, the second by February 20.
- e. During the month of January, a mid-year conference will be scheduled with the principal to review progress toward goals and overall performance. An Action Plan

form will be completed at this time. The unit member will be notified if they are to be recommended for continued employment or not.

- f. The teacher will select at least one (1) standard. From that standard, the teacher will select at least two (2) elements in the selected standard to be the area of evaluation. The principal, in collaboration with the teacher, shall approve the standard selected. The teacher shall only be evaluated on the selected standard and elements.

By March 1st, teacher completes a self-assessment of their goals, prior to evaluation meeting with principal (see Self Assessment on Goals in Appendix E). Principal and teacher discuss the self-assessment at the evaluation meeting, the principal completes the Summary Performance Evaluation Report following the evaluation meeting, the document is signed by March 10th and the teacher receives a copy.

4. Resolution of Certain Disagreements

In the event of a disagreement over the components and/or evaluation schedule, the unit member and the evaluator shall do the following:

- a. Make a good faith effort to resolve the difference themselves.
- b. If the disagreement persists, the parties may invite the superintendent to assist in resolving the differences. The Superintendent shall recommend alternatives to the unit member and evaluator.
- c. If either the unit member or the evaluator reject the proposed alternatives, each shall have the opportunity to state their position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.
- d. The unit member shall have the right to identify any constraints which may inhibit his or her ability to address the components established.
- e. The process shall be completed no later than October 30th.

5. Interim Modification

During the course of the evaluation period, circumstances may change which require modification of the original components selected. The unit member may initiate a change of these components in the manner prescribed in the foregoing paragraph but shall continue with the approved plan until modified.

6. Evaluation Activities

Classroom observations, either by the principal, or by a colleague, shall last at least thirty (30) minutes, shall be arranged at least two (2) days prior to their occurrence, and shall be followed by a conference or reported on the Teacher Observation Summary Form within five (5) days of the observation.

7. Additional Observations

If a member receives an objectionable written observation report, he or she shall be entitled to not less than one additional observation and conference other than those provided elsewhere in this term. Within five (5) working days of receiving the initial written observation report, the member may request, in writing, the additional observation and conference. The evaluator shall make a reasonable effort to conduct the additional observation and conference within ten (10) working days after receiving said request from the member. Such entitlement includes a pre-observation conference.

8. Special Support

In the case of negative observations/evaluation (s), the evaluator shall take positive action to support the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following as appropriate:

- a. Specific recommendations for improvement will be documented in the 30 Day Performance Improvement Plan in appendix E;
- b. Provide support to implement such recommendations, if necessary or requested
- c. If needed, may provide additional resources to be utilized to support with improvement at no cost to the unit member;
- d. Techniques to measure improvement;
- e. Time schedule to monitor progress.
- f. Courses or trainings required by the administrator shall be paid by the district.

9. Evaluation Form

The Summary Performance Evaluation Report Form shall be used for formal evaluation of each member being evaluated.

10. Elements Evaluated

- a. A member's evaluation shall be based on the member's performance of instructional duties and other responsibilities within the scope of the unit member's professional assignment. In preparing the evaluation for placement in

the unit member's personnel file, the evaluator shall rely, primarily, upon data collected through classroom observations and evaluation conferences.

- b. A member shall not be held accountable for any aspect of the education program or factors over which he or she has no authority or control.
- c. If a member is evaluated in an area outside of his or her teaching credential, the evaluation form shall so state.
- d. As appropriate, the member's evaluator shall make specific recommendations as to how to correct any deficiencies noted in the Summary Performance Evaluation Report Form.
- e. Failure of students to meet educational objectives shall not be determinative of whether the unit member is performing adequately.
- f. The evaluation of unit members, pursuant to this Article shall not include or be based upon the following unless agreed to by both parties:
 - 1) Standardized achievement test results;
 - 2) Results of any tests utilized for the purpose of a School Improvement Plan;
 - 3) The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

11. Summary Performance Evaluation Report

An evaluation conference between the unit member and evaluator shall be held to discuss the content of the Summary Performance Evaluation Report Form no later than March 1st for non-tenured teachers and April 15th for tenured teachers.

A completed copy of the Summary Performance Evaluation Report Form shall be given to non-tenured teachers by March 10th and to tenured teachers by May 1st. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated in the final evaluation.

12. Evaluation by Unit Members

Unit members shall not be required to participate in the evaluation(s) or observation of other unit members, except for mentors of an intern/non-credentialed teacher, which shall not be shared with administration.

Article XIII: Personnel/Health Files

1. Separate Personnel/Health Files

There shall be a separate personnel file and a separate health file for each unit member. Personnel and health files shall be kept in the central administrative office of the District. Insurance plan selection forms, which is a payroll deduction authorization, is not HIPAA protected private information and shall be kept in unit member's personnel file.

2. Inspection of File

Materials in the personnel file of a unit member shall be made available for inspection by the unit member involved. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his or her review of the file. No material may be excluded from inspection.

3. Copies of Materials

Unit members shall have the right, upon request, to inspect and obtain a copy of personnel file.

4. Placing Material in File

Information of a derogatory nature shall not be entered or filed unless and until the unit member is given ten (10) days to review and comment thereon.

Unsubstantiated information/allegation shall be placed in a personnel file along with District documentation deeming the information/allegation as unsubstantiated.

Members will sign the information provided under this section as confirmation of receipt of, but not necessarily agreement with, the information contained in the document. A unit member shall have the right to enter and have attached to any such derogatory/unsubstantiated statement his or her own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the unit member shall be released from duty up to one day for this purpose without salary reduction. This section does not supersede the public and parent complaint procedures as outlined in this contract.

5. Miscellaneous

Material placed in a personnel file shall include its source. The contents of all personnel files shall be kept in confidence and a log shall be attached to each file to document who has opened and reviewed, added documentation, and removed information.

Article XIV: Teaching Hours and Additional Duties

1. Site Time

- a. Site time will be 7 hours per day. Teachers must arrive at least fifteen (15) minutes before the first bell. The administrator may require teachers to adjust the schedule (within the 7-hour maximum) by giving prior day notice of a meeting which requires their participation.
- b. On a rotating basis, two teachers at Pleasant Valley will provide bus duty and three teachers at Gold Oak will yard duty supervision before class. Duty assignments will be determined at each site.
- c. All full-time teachers shall have a preparation period of no less than one-hundred and fifty minutes (150) per work week, scheduled within the student school day of their assigned work site. Preparation time shall be as equitable as possible between all teachers at the school site. The schedule of prep will be determined by site administrator who shall seek input from an Association appointed representative from each grade level span and prep periods shall be rotated as practical.
 - 1) Teachers shall be compensated at a rate of \$50.00 per day for losing their prep period. Regardless of the portion of prep period lost per day, the payment shall be \$50.00 per day. Teachers shall submit an extra pay for extra duty timesheet.
- d. ADDITIONAL DUTIES: Each teacher shall be assigned the following additional duties which are related to their responsibilities as a teacher (unless released by the site principal):
 - 1) Faculty meetings will be scheduled on a District or School Level meeting day as referenced in Article XXII, 3.
 - 2) Open House - once each year.
 - 3) Back-to-School night - once each year.
 - 4) Parent and student conferences (the date and time determined by the teacher with approval of the principal). All will be held within the scheduled weeks as per the district annual school calendar.

2. Extra Pay for Extra Duties/Stipends

- a. Extra duty shall be compensated at the rate of fifty dollars (\$50.00) per hour. This excludes stipend paid positions as listed in Appendix K.

b. Extra duty for which a teacher may be compensated is:

- 1) ongoing (multiple days and multiple hours including prep time leading up to an event such as 8th grade graduation),
- 2) and performed outside of the regular workday,
- 3) and not solely related to nor exclusive to the teacher's responsibilities to his/her own class.
- 4) Additional meetings outside of the workday requiring staff attendance, prep, and input (including but not limited to IEP, SST, and 504).
 - a) The District shall make reasonable efforts to schedule meetings during the school day under the following circumstances:
 - i. When large clusters of meetings can be scheduled; and
 - ii. For complex meetings involving several unit members
 - b) When meetings cannot be scheduled as set forth in XIV 2.b.iv.a above, unit members shall be compensated for the meeting time beginning after the regular workday in XIV.1.a, at the rate of \$50 per hour (paid in ¼ hour increments).
 - i. Teachers must submit a timesheet for extra duty pay,
 - ii. Receiving a coordinator stipend does not exclude a teacher from receiving extra pay for extra duty.

c. Extra Duty Compensation for Evening Event

Certificated staff shall be compensated for required participation at up to one (1) evening event annually such as Promotion ceremonies. The specific event and length may vary between elementary and middle school levels and shall be mutually agreed upon each year between the District and the Association. Coordinators are compensated via Appendix K in addition to the hours worked at the actual event.

- 1) Compensation for this event shall be provided at the established extra duty hourly rate, based on hours worked, and paid on a timesheet basis in accordance with district payroll procedures.
- 2) Participation in these events is expected as part of professional responsibilities, and compensation acknowledges the additional time commitment beyond the regular duty day.

d. Mandated Training Compensation

Certificated staff shall be compensated for completing required annual mandated trainings outside of their regular duty hours. Each certificated employee shall receive up

to three (3) hours of extra duty pay at the established extra duty rate, to be paid on a timesheet basis. The district will make the best effort to make the trainings available as soon as possible after July 1, notifying staff as soon as they are available.

- 1) To receive compensation, certificated staff must complete all required mandated trainings by the last business day of August each year and submit a completed timesheet in accordance with district payroll procedures.
 - 2) Failure to complete the mandated trainings by the deadline may result in non-compensation and potential compliance-related consequences as determined by the District.
- e. Teachers shall be allowed one (1) hour per student with an Individualized Education Program (IEP) prior to the start of the school year to prepare for the student(s) in their classroom, at the teacher's discretion. This compensation shall apply only to students whose IEP includes specific academic or behavioral supports requiring accommodations, modifications, or interventions as recommended by and in collaboration with the case manager. Preparation time shall not apply to students receiving only related services that do not require direct classroom instructional adjustments.
- f. In addition, extra duty for which a teacher may be compensated shall include grade level duties requiring more than one teacher. (i.e., benchmark scoring instructional materials and/or other curriculum related activities).
- g. Principals shall post Extra Pay for Extra Duty positions as per Article XI.7.
- 1) The administrator shall solicit staff input of the number of hours the duty is anticipated to take before any teacher volunteers to take the duty.
 - 2) The anticipated hours will be recorded and initialed by both parties.
 - 3) The teacher will record work hours on a time sheet.
 - 4) If the teacher finds that the duty will take more than the agreed upon hours total, he/she must reach written agreement on a new total with the administrator, before working those hours beyond the initial agreement.
 - 5) Committees which involve parents or other community members may be held at a time convenient to the parents. Teachers who volunteer to participate on such committees will not be compensated.
 - 6) Duties excluded from this article include those duties included in Article XIV of this contract.

- h. All stipends, in Appendix K, will be paid in the month(s) services have been provided. Stipends will not be paid at an hourly rate.
- i. Stipends in appendix K.1 shall be offered exclusively to the bargaining unit. If there are no qualified unit members to fill a position after the posting period is complete, the district can post the position outside the bargaining unit.
- j. Stipends in appendix K.2, which do not require a credential, will be posted to all existing certificated and classified staff, with first preference for qualified bargaining unit members. If there are no qualified internal candidates, the position shall be posted externally.

3. Class Assignments & Procedures

Teacher assignments will reflect an equitable distribution of student populations (GATE, resource program students, general education students, gender, latest results of standardized tests, etc.), whenever possible. The District shall ensure there shall be an equitable distribution of students with an Individualized Education Program (IEP) or 504 Plan requiring specific academic or behavioral supports that necessitate classroom accommodations, modifications, or interventions. This effort is intended to promote an effective learning environment and equitable distribution of student needs among classrooms.

This guideline does not apply to students receiving only related services, such as speech therapy for articulation or other services that do not require direct classroom instructional adjustments.

Additionally, the District will make every effort to provide appropriate support in classrooms with special education clusters to assist teachers in meeting the needs of students requiring accommodations and interventions.

Any teachers affected shall have the right to be involved in the making of class assignments.

- a. Teachers will be notified of their projected assignment for the upcoming year at least one week before the May “Reflection Day”. At PVS, a tentative master schedule showing site teacher assignments, Appendix L, will accompany this notification.
- b. Teachers will work together on the Early Release Day designated in May to recommend students for classes in the upcoming year. Teachers shall meet with their grade level teams and solicit input from the RSP team and all prep and/or intervention teachers to make these recommendations. Teachers will separate their current students into recommended classes for the upcoming school year and submit that list, along with the Equity Cards, to the principal by the Friday following the designated day in May.

- c. For any grade levels affected by class configuration changes, the administrator shall invite those grade level teachers to attend a meeting on a business day prior to the first school teacher work day of the District Calendar in August to place students into appropriate classes using the information and tentative lists made at the end of the previous school year. Teachers who attend will receive an hourly stipend (\$50.00 per hour) for attendance, not to exceed two (2) hours. “Class configuration changes” is defined as a substantial class change (such as a combination class to a straight grade level, a straight grade level to a combination class, an addition of a new class or the collapse of a class). If Special Education students or students on a 504 are moved, the Special Education teacher(s) shall be invited to attend the summer meeting. For PVS, teachers can change a student’s schedule as necessary, with Administrator approval, in order to balance classes to maintain the equitable distribution of student population, as defined above.
- d. For PVS, teachers can change a student’s schedule as necessary, with Administrator approval, in order to balance classes to maintain the equitable distribution of student population, as defined above.
- e. Final class lists will be distributed no later than the first workday of the new school year. At PVS, the final master schedule of site teacher assignments and a final chart showing the demographic matrix of the classes will accompany the class lists.

4. Class Size and Class Combination Classes

This article reflects the District’s and the Teachers’ Association belief that large class sizes and combination classes are not optimal. The District will make every attempt to avoid combination classes and have all classes, with the exception of PE and Electives classes, with the following class sizes:

TK-3 24 students per class or less, not to exceed 30 students (includes $\frac{3}{4}$ combination class)

4-8 30 students per class

PE and Elective classes over 30 students shall be guaranteed at least one additional district employee (not the teacher on prep, unless mutually agreed) to be present to assist with the class, which shall not include aides present in a 1:1 situation with students in the class.

The District may go over these totals. If a class size exceeds the size limit target, the affected teacher will receive \$1,000 per year for each student over the limit. Class size

stipends will be paid monthly and calculated in the following manner: the daily rate of \$5.55 ($\$1,000 \text{ stipend} / 180 \text{ school days} = \5.55) times the number of students over 24:1 in grades TK-3, or 30:1 in grades 4-8, times the number of school days within each calendar month.

Example: At the end of the month Teacher A has a class size average of 25.125. This number, less 24 ($25.125 - 24.0 = 1.125$) is then multiplied by $\$5.55 \times 16$ days in the calendar month = \$99.90 ($\$5.55 \times 1.125 \times 16 \text{ days}$). Reports will be run from AERIES, or the current Student Information System, at the end of each calendar month to determine the average class size enrollment. Stipends will be paid by the 10th of the following month (supplemental pay period).

Example: Teachers in grades 6-8 currently teach 5 class sections each day. Each section is equivalent to 20% of day. At the end of month, teacher A has a class section average of 31.5. This number, less 30 ($31.5 - 30.0 = 1.5$) is then multiplied by $\$5.55 \times 16$ days in the calendar month = \$133.20 ($\$5.55 \times 1.5 \times 16 \text{ days}$). This number is then multiplied by 20% for each section over 30:1 ($\$133.20 \times .20 = \26.64).

A teacher of a combination class will receive \$2,000 per year, to be paid in 10 equal payments, by the 10th of the following month (supplemental pay period). This does not include PE or Elective classes.

5. Additional Sections/Preparation Period Service

Should the District determine that the Master Schedule needs to be adjusted to accommodate unanticipated enrollment changes, the District will put out an all call to the teachers to check their email. The District will inform employees of changes to job assignments including master schedule and timing of their preps.

For clarification purpose(s), schedule adjustment is defined as:

- a. Internal “juggling”- no additional section(s) needed, i.e., change in teacher’s previously assigned “prep” period that does not result in a change to the teacher’s actual teaching assignment.
 - b. Additional section(s) needed.
 - c. Both a and b.
- 1) Should the District determine that an additional section is necessary, any teacher selected to do so during his/her preparation period shall be paid an additional 1/6 of his/her regular daily pay for each section (preparation period) so assigned.

- 2) The District will post opportunities for preparation period service pursuant to Article XI, Section 7, a., and will select the most qualified candidate pursuant to Section 1.
- 3) This section shall not apply to ad hoc period substitution for absent teachers or other emergency situations and shall only apply to classes or services assigned by the District under Section 3a.

6. Emergency Substitute Coverage

Should the need arise, every effort shall be made by the District to provide a substitute, administrator, or other certificated personnel to cover a class. Teachers may be assigned to cover for a missing teacher during their prep period and is subject to Article XIV 1.c.i. Such assignment will be determined on a fair and equitable basis whenever possible based upon a volunteer list established by each site. When a certificated substitute teacher cannot be obtained and the class is split amongst the other classes, the receiving teachers will split the compensation that would have been paid to a substitute teacher. Involuntarily assigning students to a teacher during their prep period shall be the last option. If no volunteers are available, teachers shall be assigned on a fair and equitable basis. The administration reserves the right to develop alternative arrangements to protect the integrity of both classroom and preparation period instructors' programs.

7. Overnight Trips

Overnight trips may be offered to students with the approval of the administration, with participation on a voluntary basis for teachers. Teachers participating in overnight trips shall receive an Overnight Chaperone Stipend, per Appendix K. A Special Event Coordinator stipend, per Appendix K, shall be paid to the teacher coordinating the 4–5 day educational camp trip.

8. Summer/Anytime Employment

- a. Unit members may be hired during the summer to teach summer school or develop curriculum, or voluntarily attend a training requested by the district.
- b. Summer work is voluntary.
- c. The employee shall be paid at their regular hourly rate or no less than fifty dollars (\$50.00) per hour when teaching summer school. The employee will be paid fifty dollars (\$50.00) per hour when attending the voluntary district requested training or developing curriculum.
- d. See Article XI, contract sections 7 and 9 for notification requirements.

9. Teacher-in-Charge

The Teacher-in-Charge is a bargaining unit member who covers for the principal in cases of brief absences of half-day or longer. It is the parties' intent that for multiple consecutive day absences, the District will make other arrangements to cover for administrators. The Teacher-in-Charge must have a teaching credential with at least five (5) years of teaching experience.

- a. Selection of Teacher-in-Charge: The principal will, prior to the planned absence, ask for volunteers. Selection from the list of volunteers will be at the principal's discretion. The Teacher-in-Charge must be a permanent, full time bargaining unit member, or shared by permanent bargaining unit members. In the event of having no volunteers available as listed above, the principal may request the principal may:
 - i. request the principal from the alternate Gold Oak District site to be on-call; or
 - ii. If the on-call administrator is unavailable, a teacher on preparation period may be asked to address emergency situations; or
 - iii. as a last resort, if the Teacher-in-Charge is a non-tenured teacher, there shall be no adverse employment action taken against the teacher for reasonable duties and decisions resulting from the teacher's time as a Teacher-in-Charge.
- b. Job Description: The Teacher-in-Charge is responsible for the entire school site in the absence for the principal and is expected to handle problems or situations that need immediate attentions such as:
 - 1) Emergencies
 - 2) Immediate student discipline
 - 3) Deescalate parent conflicts and refer parents to the administrator
 - 4) Parking lot, bus, or yard duty as needed

Each Teacher-in-Charge will have a designated District Office or administrative person to contact in case the principal cannot be reached. The school site office staff will take direction from, and work closely with, the teacher-in-charge.
- c. Teachers-in-Charge shall not be assigned any of the following duties:
 - 1) Conducting staff evaluations
 - 2) Handling personnel issues
 - 3) Acting as a permanent principal designee at meetings

- 4) Serve as the Administrator in IEP and 504 meetings without mutual agreement
- 5) Student suspension unless expressly directed to do so by the administrator
- d. Substitute for Teacher-in-Charge: Upon mutual agreement, a substitute teacher may be hired to substitute for the Teacher-in-Charge if the administrator is out for a half day or more.
- e. Compensation: The cost of the substitute for the Teacher-in-Charge shall not be deducted from Teacher's-in-Charge salary. The Teacher-in-Charge will be paid for their missed prep period, per Article 14.6. In addition, if the unit member is Teacher-in-Charge for at least three (3) hours in one day, the unit member shall be paid one hundred and fifty dollars (\$150).
- f. Orientation: All Teachers-in-Charge and alternates will be selected and receive orientation prior to August 31st or as needed. Each Principal will then meet with their Teacher-in-Charge and the alternates to clarify duties and responsibilities for the individual site. If orientation takes place outside of the regular workday or during a preparation period, teachers shall be paid fifty dollars (\$50.00) per hour rate for time spent in orientation.
- g. Communication: The principal will notify the teacher-in-charge or alternates at least twenty-four (24) hours in advance, if possible or necessary, any time the principal leaves the campus for an extended period of time. The principal will do this directly or through the school secretaries.

10. Emergency Closure Days

a. Definitions:

- 1. "Emergency Closure Days" are days on which the District schools and work sites are closed by the Superintendent, or a designee, due to circumstances beyond the control of the District. Emergency Closure Days will be called for the safety of staff and students.
- 2. "Compensation" for this Article shall mean a unit member's per diem wage, not including fringe benefits.
- 3. "Emergency Closure Makeup Days" are days that are calendared, in advance, and utilized as student contact days in the event of Emergency Closure Days.

b. Every effort will be made by the Superintendent, or a designee, to determine Emergency Closure Days as far in advance as the District has information. In the event that an Emergency Closure Day is required and notice to unit members is delivered within 60 minutes of the start of school or after school has started, unit members will be paid at their hourly rate for hours worked, with a 2-hour minimum. When an Emergency Closure Day has been called, the District has

determined conditions to be unsafe for students and employees. As such, employees may not work on Emergency Closure Days.

c. In the event there are more Emergency Closure Days than the District has Emergency Closure Makeup Days built into the adopted calendar, the following procedures shall be followed:

- a) In the event there are more Emergency Closure Days than the District has Closure Makeup Days built into the adopted calendar, the District shall apply for a California Department of Education waiver to adjust the minimum student contact days for the number of Emergency Closure Days in excess of calendared Closure Makeup Days. However, unit members may be able to complete any make up work in excess of the calendared Make Up Days in accordance with this section. Teachers can start to track and “bank” hours for Makeup Days one week prior to the first contractual work day of the school year and no later than June 30 of the current school year.
- b) In the event that a California Department of Education waiver is approved, certificated staff will be required to work, take leave, or any combination of both at the unit member’s discretion, equal to the number of Emergency Closure Days. Plans for completing Emergency Closure Day work will be developed cooperatively with the site administrator. If the waiver is granted, unit members may make up three (3) hours of a job-related work for each Emergency School Closure day. For members who choose not to bank hours, leave will be deducted at three (3) hour increments for each Emergency School Closure day.
- c) Unit members shall complete and return a form documenting the time worked and the duties completed. If there are no Emergency Closure Days or a unit member works in excess of any Make-Up Days, any time worked to fulfill Make-Up Days shall not be compensated or applied to any Emergency Closure Days in another school year.

Article: XV Safety

1. Safe Working Conditions

Unit members shall not be required to work in unsafe conditions or to perform tasks that they sincerely believe endanger their health or safety. Whether a condition endangers health and safety shall be determined through Cal OSHA and the District shall abide by that decision.

2. Student Discipline

A unit member may suspend a student from his or her class for good cause for two days (the day of the suspension and the day following). Ed Code §48910. The unit member shall notify the student of the offending conduct and advise the principal of the event. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent/teacher conference regarding the suspension.

- i. Ed Code §32211: Any person who is asked to leave a public school or grounds by the principal or designee shall promptly depart and not return for at least 48 hours. Failure to do so is a misdemeanor and punishable under Penal Code §626.8.
- ii. Ed Code §44014: Any employee assaulted by a student is required to report it to the appropriate authorities. Any employee who knows of such an assault is required to report it. Anyone who tries to stop such a report from being made is subject to a fine. No actions may be taken against an individual for filing a report of this kind.
- iii. Ed Code §44807: Certificated district employees may exercise physical control over a student to maintain order, protect property or the health and safety of pupils. This applies to students going to and from school, on the playground, and during recess.
- iv. Ed Code §48904: The principal or designee of a school is required to notify the appropriate law enforcement agency if a student violates Penal Code §245 (e.g. assault with a deadly weapon). An individual willfully failing to make this report is subject to a fine.
- v. Ed Code §49079: A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in suspendable or expellable offenses, particularly anything of a violent nature.

3. Unit Member Responsibility

The unit member shall review the packet of materials given parents and students, including the Student/Parent Handbook, to determine the unit member's rights and responsibilities in respect to student discipline and safety.

4. Personal Property Loss Reimbursement

The District shall reimburse any unit member for the loss, destruction or damage to personal property; used in the programs under its jurisdiction. Reimbursement for property other than personal articles of ordinary value, such as clothing and glasses, shall be made only for those articles for which prior written approval to bring on school property has been given by the unit member's administrator. The loss shall be reimbursed only to the extent that the unit member's loss is not recoverable from his or her own insurance. Per Ed Code §48905, any certificated employee whose person or property is injured or damaged by the willful misconduct of a pupil while on campus or during a school activity can request the school district to pursue legal action on a pupil who caused injury or damage.

5. Certain Reimbursement Limitations

No reimbursement pursuant to Section 4 shall be made for mysterious disappearance. Further, accidental damage or any other loss suffered because of lack of proper care or supervision by the owner shall not be reimbursed.

Article XVI: Leaves

1. General Terms Governing Leave

- a. Unit members on a paid leave of absence shall continue to receive health and welfare benefits, and retirement credit as allowed by law. Those unit members on an unpaid leave of absence, during any monthly pay period shall receive their health and welfare benefits for the balance of that period. Thereafter, they shall be allowed continued benefits at their own expense.
- b. A unit member taking leave during a school year and returning during the same school year shall be placed in the same position/assignment he/she had prior to the leave.
- c. A unit member taking leave during a school year and not returning the same year will not be guaranteed the same assignment, other than be assigned to the same school to which he/she was assigned prior to the leave. That teacher will return to the position they left if it is filled by a temporary teacher and still exists.
 - 1) This provision shall not apply if returning the unit member to the same job site would cause another teacher to be involuntarily reassigned.
 - 2) If there is no available position at the same school site, then the unit member shall be placed in a position as determined by the district.
- d. The District reserves the right to require reasonable verification of any leave.

2. General Leave of Absence

Leave of absence, not otherwise addressed in this contract, not to exceed one (1) year at a time may be granted upon request. It is a condition of the annual leave that the employee must notify the District, by February 15th, whether or not the employee intends to return the following school year. If the employee does not intend to return, the employee must apply for another leave. If no such application is received by the District, the employee shall be considered returning to service. Notification shall be either by certified mail, return receipt requested, OR by email with the District requested to acknowledge receipt within 48 hours.

- a. Unit members who wish to request an unpaid leave of absence during the work year must submit the request as soon as it is known to be of interest to the member. The request should be submitted with as much advanced notice as possible for timely and appropriate action to be taken by the Board of Trustees prior to the commencement of the desired leave.

3. Illness/Injury Leave

- a. Unit members employed on a full-time basis shall be entitled to accumulate ten days per school year of illness/injury leave available to the unit member from the first workday of each year. Illness/injury leave which is not used shall accumulate from year to year without limit. An employee working the summer school assignment shall earn a day of leave for illness or injury.
- b. Unit members who work less than full-time and/or who work during summer session shall be entitled to accumulate and use illness/injury leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment.
- c. In addition to all illness/injury leave entitlement that a unit member may accumulate within the District, he or she shall also be entitled to all unused illness/injury leave which may have been accumulated while employed in another school district in a position requiring certification qualifications. Earned unused sick leave may be counted in a proportionate amount to service credit for computing retirement in accordance with the Education Code.
- d. Upon exhaustion of all accumulated illness/injury leave credit, a unit member shall receive, for up to one hundred days, the difference between his or her pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute, or fifty (50%) percent pay, whichever is greater.
- e. Unit members may use accumulated illness/injury leave and extended illness leave as set forth in this Article and need not accrue the leave prior to taking it. The length of such disability leave, including the date on which the leave is to begin and the date on which the duties are to be resumed shall be determined by the unit member and her medical provider. A written statement from the medical provider giving these dates shall be secured by the unit member and given to the District upon request.

4. Family and Medical Leave Act (FMLA) Leave and California Family Rights Act (CFRA) Leave

- a. Entitlement to Leave:
 - 1) Unit members are eligible for FMLA/CFRA if they have worked for at least 1250 hours in the last 12 months, which need not all be contracted hours (Reference 29 CFR Part 825.110(c.3)).

- 2) Unit members may use FMLA/CFRA to care for a serious medical condition for themselves, and immediate family as defined in Article III. Unit members may also use FMLA/CFRA for the birth, adoption, placement for adoption or foster care of a child.
- 3) Unit members will be reinstated to the position held when the leave began or to a comparable position without decrease in rate of compensation or loss of promotional opportunities.
- 4) Eligible members may use up to 12 weeks of time off under FMLA/CFRA. Leave may be taken in a block (e.g. 10 full weeks at one time), intermittent (e.g. periodically), or on a reduced work schedule.
- 5) Intermittent FMLA usage shall be calculated in one (1) hour increments.

b. Use of Sick Leave

- 1) For a unit member's illness, leave may be utilized pursuant to the California Education Code and Section 85d once the employee has exhausted all annual and accumulated sick leave.
- 2) For an illness of an eligible family member, a unit member shall substitute other accrued time off and any other paid or unpaid time off. The unit member may use their annual sick leave for giving care to members of their immediate family.

c. Payment of Health Premiums:

While a unit member is on FMLA/CFRA, the District shall continue to pay their portion of the group health plan coverage, per Article XVII. The Superintendent may recover the premium paid for maintaining group health plan coverage for the member for the duration of any leave granted under Section 86 if both the following conditions occur:

- 1) The unit member fails to return from leave after the period of leave to which the member is entitled has expired; and,
- 2) The unit member's failure to return from leave is for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the unit member to leave under this Article or other circumstances beyond the control of the unit member.

d. Advance Notice of Leave:

If the unit member's need for a leave pursuant to this Article is foreseeable, the member shall provide the District with thirty (30) days advance notice of the need for the leave.

e. Healthcare Provider/Certification of Leave:

There shall be two Healthcare Provider/Certification of Leave forms. One form shall be used for a unit member's family care and another form shall be used for a unit member to request for a leave because of their own serious health condition. The forms shall be added to the contract as Appendix I. A separate Healthcare Provider/Certification form shall be used for each separate member of a unit member's family that FMLA/CFRA is to be used.

f. Amendment of Statutory Law:

This Article shall be deemed to be automatically modified to conform to any amendment or modification of Government Code §12945.2, the FMLA, CA Government Code §§12945.1, 12945.2, and 19702.3 or any other applicable law. If any such amendment gives the Superintendent discretion to require any act by the employee, the act shall be deemed to be required.

g. The district shall not discriminate against any employee because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave rights. (29 USC 2615; Government Code Section 12945.2).

5. Pregnancy Disability Leave (PDL)

- a. An employee is allowed up to four (4) months of PDL if required to be absent from duty because of pregnancy, miscarriage, abortion, childbirth and recovery. This up to four (4) months leave may include at least six (6) weeks after a vaginal birth and eight (8) weeks after a C-Section birth (more if directed by their healthcare provider). The employee must submit a notice to her supervisor which includes a statement from the employee's medical provider confirming the pregnancy and the projected date of delivery.
- b. The employee must return to work no later than the beginning of the week following the physician's verification that the employee is released to return to duty. An employee who wishes to remain absent from duties beyond the period of disability may request a Parental Bonding Leave per Section 88 below.
- c. Pregnancy disability absence shall be charged to sick leave and/or extended disability in the same manner as other illness absences. If all annual and accumulated sick leave is exhausted, the employee is eligible for differential pay,

e.g. the difference of his/her salary and the salary of a substitute (whether or not one is employed) under Ed Code 44977.

6. Parental Bonding Leave

- a. During the first twelve (12) months of an employee's child's birth, adoption or placement for adoption or foster care, the employee may use their sick leave for purposes of parental bonding leave for a period of up to 12 workweeks. However, if a school year term ends before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year pursuant to 44977.5 Section 2 of California Education Code.
- b. When an employee has exhausted all annual and accumulated sick leave and continues to be absent from his or her duties on account of parental bonding leave, the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had he or she been employed. The compensation shall be no less than fifty percent (50%) of their regular salary for the remaining portion of the 12-workweek period of parental bonding leave after available and accrued sick leave is exhausted. The District shall comply with all components of California Education Code Section 44977.5.
- c. An employee, upon return from leave of absence, shall be reinstated to the position held when the leave began or to a comparable position without decrease in rate of compensation or loss of promotional opportunities.
- d. Employees employed as replacements or substitutes for employees on parental bonding leave of absence shall be notified at the time they are hired that their employment is on a temporary basis due to the childcare leave status of a regular employee.

7. Lactation Leave

Employees have a right to reasonable break time to express milk. If a unit member needs additional break times to express milk, it must be allowed. The District will provide private lactation space, free from intrusion, in close proximity to the unit member's work area which may be the unit member's normal work area if the space meets the lactation requirements but shall not be a bathroom stall.

8. School Visitation Leave (Family School Partnership Act)

Unit members are entitled to take up to 40 hours of leave per year, but not more than 8 hours per month, for school-related activities. Children in K-12 and/or a licensed day care

are covered. Unit members may use their existing vacation or personal necessity/no tell days or may take the leave as unpaid. This leave may be used for childcare or school emergencies, such as an illness, a behavior problem, or school closure.

9. No Tell Days

- a. An employee may elect to use up to ten (10) days of accumulated sick leave for No Tell Days during any school year.
- b. The employee shall give twenty-four (24) hours' notice, when possible, No Tell Days.
- c. No Tell Days cannot be used on Back-to-School Night, Open House, or Professional Development Days. No Tell Days cannot be used for outside employment or for continuing education acquisition.
- d. An employee cannot take more than three (3) No Tell Days off in a row without prior administrative approval.

10. Bereavement Leave

A unit member shall be granted leave of absence for the death of any member of the immediate family, as defined in Article III, without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for up to eight (8) days.

11. Jury Duty/Witness Leave

- a. Unit members shall be granted leave without loss of pay to appear in court as a witness, other than as a litigant, or to respond to an official order from a duly authorized government agency or to serve as a juror.
- b. The unit member shall present to the District a copy of the summons, subpoena or other official order requiring his or her appearance.
- c. Any compensation less any mileage expenses received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess nor less than his or her regular pay.

12. Industrial Accident or Illness Leave

Each unit member shall be provided leave of absence for industrial accident or illness under the following provisions:

- a. Leave shall be for no more than 100 days of the established work year for unit members in any one fiscal year for the same accident.
- b. Leave shall not be accumulated from year to year.

- c. Industrial accident or illness leave shall commence on the first day of absence.
- d. Payment for wages lost per day to an industrial accident or illness shall not, when awarded, be greater than the unit member's average daily salary.
- e. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence.
- f. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall only be entitled to the amount of unused leave due him or her for the same illness or injury.
- g. Industrial accident or illness leave is to be used in lieu of normal sick leave benefits.
- h. A unit member requesting industrial accident or illness benefits shall be required to comply with the medical verification and reporting provisions of the sick leave section of this Article.

13. Health Leave

A unit member may apply for and shall be granted an unpaid health leave of absence for the remainder of the current school year and up to one additional school year. The unit member shall furnish the District, upon request, a medical provider's verification of the unit member's need for such health leave. Such leave may be extended for an additional twelve months. The District may require that the unit member, before he or she returns to work, submit a medical provider's certification that he or she is fit to handle the duties of his or her employment.

14. Disability Applicant Leave

The District shall grant a leave of absence to any unit member who has applied for a disability allowance from the State Teacher's Retirement System (STRS). This leave shall not extend more than thirty days beyond the final determination of the disability allowance. If the unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but for not more than thirty-nine months from the date of disability allowance.

15. Paid Sabbatical Leave

- a. Sabbatical leave will be granted so long as the purpose of such leave is to pursue a program of study or research that is applicable to the teacher's program and approved by the district.
- b. The district shall pay a unit member who is on sabbatical leave the difference between the unit member's contracted salary and the contracted replacement's

salary. Health benefits premiums will be paid by the teacher on sabbatical leave. Should the sabbatical leave be for less than one year, the cost to the teacher will be prorated accordingly.

- c. The teacher must have completed ten (10) years' active service with the district.
- d. No more than five (5%) percent of the teachers may be on sabbatical leave at any one time. Should the time ever occur when there are more requests for sabbatical leave than this 5%, the requests shall be honored in order of seniority of service.
- e. Requests for sabbatical leave must be received by the Superintendent, in writing, in such form as may be mutually agreed upon by the employees' organization and the Superintendent, not later than February 15 and action must be taken on all such requests no later than April 15, of the school year preceding the school year for which the sabbatical leave is requested.
- f. Not more than one such leave of absence shall be granted in each seven (7) year period (Education Codes 44966 and 44967).
- g. At the expiration of the leave of absence of the employee, the employee shall, unless he/she otherwise agrees, be reinstated in the position held by the employee at the time of granting the leave of absence.
- h. The Governing Board shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any employee of the district when the death or injury occurs while the employee is on any leave of absence granted under the provisions of Education Codes 44962 - 44976, inclusive.
- i. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which the employee would have achieved had the employee remained actively employed in the system during the period of absence.
- j. Applicants who desire to receive salary allowance while on sabbatical leave must furnish a suitable bond indemnifying the school district for any salary paid the employee during the period of sabbatical leave. In the event the employee fails to return to render two full years of service to the district following the termination of the sabbatical leave or in the event the employee fails to satisfactorily carry out the program of study, this bond will serve to reimburse the district for salary paid to the employee while on sabbatical. In the event the employee is unable to render the two years of service due to death or physical/mental disability or layoff, this provision is waived.

- k. Applicants who do not desire to furnish a bond or other security and receive salary while on sabbatical leave shall be paid in accordance with the business department's procedure of two equal annual installments as follows:
- 1) At the end of the first year of service after the teacher's return to duty, the business department shall release the first installment upon receipt of a Governing Board resolution authorizing the payment.
 - 2) At the end of the second year of service, a similar procedure shall be followed authorizing payment of the second and final installment.
 - 3) Should the sabbatical leave be granted for one semester, the teacher will be paid the differential due him/her at the end of the first year of service following the teacher's return to duty. (Semester leave must coincide with GOUSD's student calendar.)

Article XVII: Health and Welfare Benefits

1. Health Insurance

- a. The benefit year is defined as July 1st to June 30th. Benefits shall terminate as of the last day of the month of effective severance of employment due to resignation, retirement or non-re-election.

The District shall contribute \$1,150.00 per month for CVT benefits (CVT Medical, CVT Delta Dental and CVT Vision Service Plan B) per FTE. All unit members and their eligible dependents shall be eligible for coverage.

- i. Unit members working less than 100% (1 FTE) shall have their District benefits contribution pro-rated in proportion to their percentage of full-time employment.
- b. In the event, CVT provides an opt-out option for full-time employees. Up to 20% of the group may be eligible to opt-out of medical benefits only. Availability will be based on seniority. If a full-time employee elects to opt out there will be no cash in lieu of benefits.
 - i. In May, the District will calculate the cost savings from the opt-out provision and reallocate 80% towards the current year's bargaining unit members premiums that have not opted out.

2. Retirement Benefits

a. Health Insurance

Employees who retire with at least eight (8) years continuous service with the District, who are STRS eligible to retire from STRS and who are not yet 65 years of age, are entitled to medical, dental and vision coverage not to exceed five (5) years. The plans are on a three (3) tiered structure that consists of Retiree, Retiree plus one, or Retiree plus family. The District will pay 50% of the premiums of the selected plans or 50% of the employee fringe benefits District contribution; whichever is less, for a maximum of five (5) years or until age 65.

b. Early Notification Incentive

In addition to 2.a, Employees who retire with at least ten (10) years continuous service with the District, who are eligible to retire from STRS are eligible for the following incentives for early notification of retirement, provided they fulfill all their current year contracted days:

- i. By December 15th \$2,500
- ii. By January 15th \$2,000
- iii. By February 15th \$ 1,000

Retirement notifications received because of this provision will be considered irrevocable once approved by the Board.

Incentive payment will be paid in one lump-sum, subject to all applicable taxes and withholdings, on or before July 1st following completion of contract year. Part-time unit members shall receive a prorated lump sum payment.

c. Early Retirement Work for Benefits Program

It is the intent of this Early Retirement Work for Benefits article to provide an opportunity for those qualified employees to retire with an option to maintain availability of health benefits for a period not to exceed 5 years.

General Provisions:

- a. Currently employed certificated personnel of the District are eligible for the Early Retirement Work for Benefits Program:
 - i. at age 55 or over if they have completed a minimum of fifteen (15) years of service with the District, the last of which has been the year immediately preceding retirement; and
 - ii. have officially retired and resigned from the Gold Oak Union School District
- b. An employee will be eligible for the program for a maximum of five (5) years or to age 65, whichever comes first. The contract is for one year and an employee must reapply each year, up to the five (5) years. The retiree has the right to terminate the contract at any time and either discontinue the benefits or continue paying for the benefits on his/her own per state and federal requirements.
- c. An employee must be enrolled in the District's benefit program three years prior to retirement to qualify for this Early Retirement Work for Benefits Program.
- d. An employee who served in a part-time capacity will be eligible for medical benefits on the same prorated basis as his/her level of benefits at the time of retirement.

- i. An employee who held a full-time position for at least 80% of his/her tenure with the district will be eligible for the full work-for-benefit program.
- e. All contracts for the Early Retirement Program shall be approved by the Board. At no time may the number of contracts for the Early Retirement Program approved exceed the number which would actuate a cost savings to the District.
- f. Should more certificated staff apply in any given year than the number which would result in a cost savings to the District, the recommendation as to which contracts should be approved will be made by the Superintendent and will be consistent with the needs of the District.
- g. Applications for participation in the Early Retirement Work for Benefits Program must be submitted to the Superintendent no later than February 1st of the year prior to the year of intended participation. The District will make every effort to respond to the applicant by March 1st.

Contract:

- a. During the fiscal year, the retiree will perform services mutually agreed upon by the retiree and the District. Such services will fall within the retiree's certification or that which he/she is qualified to perform. Such services may include, but shall not be limited to:
 - i. Substitute teacher
 - ii. Work on staff development programs
 - iii. Provide aid to new teachers
 - iv. Curriculum development
 - v. Teacher of Promotion/Retention Intervention Program
- b. A contract between the retiree and the District will be executed which delineates the duties, responsibilities, and specific days to be worked (to the degree possible).
- c. The agreement is not renewable beyond five (5) years or age 65. In the event a contract cannot be completed due to incapacitating condition the District reserves the right to request medical provider verification. If a retiree is unable to perform the duties mutually agreed upon in the

contract, the contract will be terminated. If the contract is terminated, the retiree will be able to maintain the benefits at his/her own expense per state and federal regulations.

Benefits:

- a. Health and Welfare benefits (medical and/or dental) will continue at the level contracted for certificated District employees and subject to any maximum District contribution thereon. The amount paid by the District may be prorated as in General Provisions item (d.).
- b. The cost of the District's contribution will be divided by the last daily rate (salary/number of yearly contract days) of the retiree to determine the number of days to be worked.

Impact on Retirement Allowance:

Any certificated employee interested in the Early Retirement Work for Benefits Program shall be required to contact STRS to determine if early retirement or resignation may have a serious impact on his/her retirement allowance that is to be paid by STRS. Said employees must seek advice from a representative of STRS prior to submitting an application for Early Retirement Work for Benefits Program and verify in writing that a consultation was held.

Article XVIII: Salaries

1. Salary Schedule

- a. A copy of the current year salary schedule is attached as Appendix B.
- b. Each step on the schedule represents one full year of teaching at a public or private school.
- c. Employees shall provide the District an unofficial transcript(s) showing completion, by August 1st in order to be granted the appropriate column advancement for the current school year. The District will approve all units of continuing education and shall apply these units toward employee salary advancement. Employee shall provide official transcripts by December 31st.

Article XIX: Public and Parental Complaint Procedure

1. Complaints Generally

Parents or guardians of pupils enrolled in the District may present to the District informal (oral) and/or formal (written) complaints regarding members of the bargaining unit. Parents or guardians should be encouraged to present informal (oral) complaints first to the unit member who is the subject of the complaint, or to the unit member's immediate supervisor, prior to presenting any formal (written) complaint to the District.

2. Informal (Oral) Complaints

No record of any informal (oral) complaint shall be placed in the personnel file of a unit member.

3. Formal (Written) Complaints

The District shall, within one (1) working day, forward to the member of the bargaining unit any formal (written) complaint received by the member regarding that member. A member of the bargaining unit shall, as soon as practicable, forward to the immediate supervisor any formal (written) complaint received by the member regarding that member. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file of a member of the bargaining unit unless the unit member's immediate supervisor conducts an investigation which administration believes substantiated the complaint. Such an investigation shall include a conference with the complainant, a District representative, the unit member and the unit member's representative. The unit member shall be given prior notice of the formal (written) complaint and any record to be filed, such that the unit member has a reasonable opportunity (ten workdays) to present relevant information to his or her immediate supervisor.

4. Meritless Complaints

No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, or the District believes that no record shall be maintained.

5. Outside Agency

If the nature of the charge is such that it is referred to an outside agency for investigation and consideration of criminal action, then any of the foregoing steps shall be waived or deferred upon request of the agency investigating for criminal prosecution.

6. Anonymous Complaints

Anonymous complaints shall not be prosecuted pursuant to the provisions of this Article.

Article XX: Job Sharing

1. Purpose

The purpose of this Article is to provide the opportunity for any tenured certificated employee to job share.

2. Requirements

Each unit member involved in the job sharing must agree to planning time and planning overlap, prior to the Board's approval of the assignment. Each job-sharing request must have the approval of the District. The unit member requesting a job-sharing assignment must apply by April 1st of the year preceding the proposed assignment. The district must notify the job-sharing applicant of its decision by May 1st. If no other unit member wishes to job share, a mutually acceptable teacher outside the district may be hired.

3. Assignment

By mutual agreement among the District and the unit member(s) involved, the assignment may be for one-half of the District school year, or such other percentage as may be agreed as per that year's calendar, beginning the first day of the school year or part-time for half of the school year, or the equivalent of part-time employment per day for the school year.

4. Duties

A unit member involved in job sharing is encouraged to attend parent conferences, staff development and all other duties and responsibilities normally considered to be part of a regular teacher's contract unless released from such attendance by the building principal. Time spent beyond the contractual percent in attending these events will not be reimbursed.

5. Compensation

The salary shall be the pro-rata share of the unit member's regular placement on the salary schedule as if he or she were assigned to a full-time position.

6. Increments

An experience step will be granted at the beginning of the school year following the school year in which the teacher involved in job sharing has accumulated the equivalent of at least one full year of work credit in job sharing positions.

For purposes of this section, the completion of two 3/7ths job sharing assignments shall entitle the teacher to an experience step at the beginning of the school year following the year in which the teacher completed the second 3/7th assignment.

7. Benefits

A unit member involved in job sharing will have pro rata benefits paid for by the District.

Article XXI: District Rights

1. Reserved Rights

It is understood and agreed that the District retains all its powers and authority to direct and control to the full extent of the law. Included in, but not limited to, those duties and powers are the rights to: direct the work of its unit members; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, assign, evaluate, promote, terminate, and discipline unit members by dismissal (or, as to the “new probationary” unit members only, by suspension as well), and to take action on any emergency matter. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District; 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, subject to the right of the Association to consult on (1) defining specific educational objectives; (2) determining content of courses and curriculum; and (3) the selection of textbooks, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

2. Emergency Action

The Board of Education retains its right to suspend the application of policies and practices referred to in this Agreement in cases of emergency or natural events over which the parties have no control.

Article XXII: Work Year

1. Calendar

The Association reserves its right under EERA to bargain a calendar. The Association agrees to reach agreement on a calendar by March 31st. If agreement is not reached by March 31st, the parties agree that the District has the right to determine and adopt a calendar.

2. Work Year

Beginning the 2024-25 school year, the work year for unit members shall be 184 days.

Work Year includes one hundred and eighty (180) student instructional days, and four (4) in-service days as follows:

- a. One (1) day- Reserved for teacher prep time, scheduled prior to first day of instruction. Teachers may elect to participate in committee meetings on this day.
- b. Two (2) days- Reserved for district directed time, scheduled prior to first day of instruction
- c. One (1) day- Reserved for district directed professional development, scheduled within the school calendar year

3. Early Release Days

- a. Both schools will release students on Wednesdays approximately 1 hour and 20 minutes (1 hour for TK/K) early from the regular school ending time. The use of this time will be as follows:
 - 1) One (1) per month: Teacher Preparation Time
 - 2) Two (2) per month: District or School Level Meetings
 - 3) One (1) per month: Grade Level Collaboration
- b. On months that there are only three (3) Wednesdays, there will be no grade level collaboration. On months with five (5) Wednesdays, there will be an extra teacher preparation time. The monthly and/or annual schedule for Early Release Wednesdays will be mutually agreed upon with consideration for teacher preparation time to be scheduled for the Wednesday immediately prior to grading periods. Teams will submit teacher accountability at the end of the grade level collaboration.
- c. Definitions

- 1) “Teacher preparation time” is defined as time for unassigned professional duties such as instructional planning and preparation time free of district required meetings or agendas.
- 2) “Collaboration” is teacher driven and is defined as teachers working in groups (ie., grade level teams, department teams, or whole staff teams) focusing on items related to student achievement (included but not limited to, common planning, common training, assessment data review, curriculum review).
- 3) “Meetings” are District driven and are defined as faculty meetings, training, or collaboration.

Article XXIII: Concerted Activities

1. No Strikes, Etc.

During the term of this Agreement, there will be no strike, work stoppage, slow-down or interference with the operations of the District by the Association or its officers, agents, or members.

2. No Lockout

During the term of this Agreement, the District agrees not to engage in any lockout, or employees covered hereunder.

Article XXIV: Professional Development and Salary Schedule Placement

1. Statement of Intent and Direction

The Gold Oak Teachers Association and the Gold Oak Union School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development. Teachers are valuable professionals who will have resources available to them in the interest of improving performance as measured by the California Standards for the Teaching Profession (CSTP).

2. Professional Growth Requirements and Procedures:

All units to be credited for the following school year shall be submitted by an up-to-date transcript or other official written documentation (e.g., proof of completion, grade report, etc.) with transcripts to follow, to the Superintendent for tentative approval prior to August 1, or later with Superintendent approval, of each calendar year.

Credit for advancement on the salary schedule may be allowed for designated workshops, CTA provided training, and in-service training activities. The activities to be designated for this credit will be determined and/or pre-approved by the Superintendent.

Criteria for this Board's acceptance of submitted units for professional growth credit shall be:

- a. Courses which develop increased competence in elementary/middle school subject areas and curriculum.
- b. Courses which prepare personnel for changing grade levels or subject areas within the elementary/middle school.
- c. Courses which develop competencies in instructional techniques and methodology.
- d. Courses that address the social emotional welfare of students and staff.
- e. All courses/units shall be from an accredited college/university or recognized organization such as CTA, unless the credit is for a workshop or in-service training as designated by the Superintendent as listed above.

3. Credit for District Committee/Teamwork

The District will grant unit members that serve on a District committee/team credit equal to a semester unit, towards salary schedule advancement, for every fifteen (15) hours that the member is in attendance at a District committee/team meeting. Eligible hours for professional development advancement, must be held outside of the workday with the employee in unpaid status. Training or meetings happening during the workday are not eligible for credit. Employees must sign in and out to log hours. The District shall publish annually a list of District approved committees/teams for which professional growth will be granted. Units earned for District Committee/Teamwork, are not transferrable to other districts.

4. Initial Placement on Salary Schedule

Bachelor's degree: A bachelor's degree must have been earned from an accredited institution of higher learning and verified by transcript or actual degree document.

Credited Units beyond a bachelor's degree

- a. "Credited Units" shall be those semester units (or quarter unit conversion thereof) enrolled in and completed subsequent to granting of the bachelor's degree.
- b. All units beyond the bachelor's degree must be verified by official transcripts.
- c. There shall be no maximum number of units allowed for initial salary placement.

At the time of initial placement on the Certificated Salary Schedule, a teacher shall be given salary schedule credit for previous public school teaching experience on a year for year basis. Short term substitute experience is not considered for salary placement purposes, but if a teacher worked 75% or more of the year, it shall be credited for salary schedule placement.

- d. Lower division, upper division, graduate or continuing education units that may be credited:
 - 1) A subject directly related to the employee's assignment.
 - 2) A subject directly related to an employee's major or minor field of preparation.
 - 3) A subject directly related to an advanced degree in, or required for an advanced degree in, professional education or the employee's assignment or major or minor fields of preparation.
 - 4) A subject required by a California credential, evaluation, or renewal.

- 5) For teachers in a self-contained classroom program, a subject commonly taught in elementary schools.
- 6) For teachers in a departmentalized classroom program, courses in an additional major or minor field of preparation.
- 7) A subject that contributes to the Social Emotional Learning of the students.
- 8) A subject the teacher can demonstrate will have value to students.
- 9) Repeat credit may be granted for a course taken at a teacher training institution in which the content field has recently undergone substantial change.

5. Advancement on the Salary Schedule

Unit members shall be placed on the appropriate column of the Salary Schedule in accordance with degrees and advanced preparation/continuing education units they have completed. Advancement to a higher column shall become effective at the beginning of the next school year.

Unit members shall provide notification of intent of column movement prior to May 1st, with no more than two columns movement in one year.

The advancement on the Salary Schedule shall be at the rate of one (1) step for each year of full-time teaching experience. If a unit member is employed full-time for 75% of the contracted school year of 182 days, 183 days effective the 2023-24 school year, and 184 days effective the 2024-25 school year, he/she shall be given credit for that years' experience for Salary Schedule advancement purposes. Part-time certificated employees will advance on the Salary Schedule on a prorated basis. Proration will be based on Gold Oak Union School District's 182-day teaching calendar, 183 days effective the 2023-24 school year, and 184 days effective the 2024-25 school year. e.g., when a part time teacher has worked the equivalent of 51% or more of a teaching calendar, they will move to the next step on the salary schedule the following year. If an employee works 50% or less of a teaching calendar, they will move one step every other year. This part time credit of 51% for a teaching calendar is for advancement on the salary schedule only, not pension credit.

Article XXV: Term

1. Term

This agreement shall be in effect July 1, 2025, through June 30, 2028.

Salary and benefits, two non-economic reopeners each year, and two evergreen Articles (Article XV: Safety and Article XVI: Leaves) can be opened for both the 2026-27 and 2027-28 school years.

COMPENSATION

All bargaining unit salaries shall be increased by two percent (2%) across the board, retro to July 1, 2025.

The parties have agreed on a School Psychologist Salary Schedule, which will also have the 2% increase applied to it and shall be added to the contract.

This agreement shall be in effect July 1, 2024, through June 30, 2028.

Agreed to by:

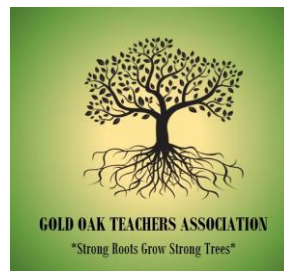
_____	_____	_____	_____
GOTA President	Date	District Representative	Date
_____	_____	_____	_____
GOTA Representative	Date	Gold Oak Union School District Board of Trustees President	Date

APPENDICES

Appendix A: Grievance Form

GOTA

Grievance Form



Pre-Grievance Conference: Informal Consultation with Immediate Supervisor

Prior to the filing of any Level 1 grievance form, the unit member shall, **within ten (10) days after the occurrence**, or when the grievant knew or should have known of the occurrence, schedule a conference with the appropriate administrator to discuss the problem that could precipitate a grievance. **The administrator shall have five (5) days to consider the problem, schedule a conference, and present a written response.**

Level 1: Administrator

The grievance shall be **filed in writing no later than thirty (30) days after the occurrence** occasioning the grievance, or when the grievant knew or should have known of the occurrence.

Grievant(s) Name _____ Date Delivered to Supervisor _____

Grievant(s) Work Location _____ Work Function _____

Statement of Grievance:

Provide a clear, concise statement of the circumstances of the grievance including a statement of the facts constituting the alleged violation, names, dates, and places as appropriate, including:

1. Specific section(s) of the contract alleged to have been violated
2. Remedy sought by the grievant(s)

The administrator shall meet with the aggrieved party and Association Representative and **render a written decision within ten (10) days of the presentation of the grievance at Level 1**. Attach the written decision to this grievance form and return to the Association Representative with a copy sent to the grievant(s).

Grievant(s)' Signature _____ Association Rep Signature _____

District Rep Signature _____ Response Due (within 10 days of hearing) _____

Administrator's Response

Administrator's Signature _____ Date _____

Administrator's Response is _____ accepted _____ not accepted by the Association.

Association Representative Signature _____ Date _____

If the response is not accepted at Level 1, the grievance may be filed at Level 2 with the Superintendent no later than ten (10) days after the receipt of the written response or date written response was due.

Level 2: Superintendent

The Superintendent or designee shall meet with the aggrieved party and Association Representative and render a written decision within ten (10) days of the presentation of the grievance at Level 2. Attach the written decision to this grievance form and return to the Association Representative with a copy sent to the grievant(s).

Superintendent's Response

Superintendent's Signature _____ Date _____

Superintendent's Response is _____ accepted _____ not accepted by the Association.

Association Representative Signature _____ Date _____

If the response is not accepted at Level 2, the grievance may be filed at Level 3 with the State Mediation no later than ten (10) days after the receipt of the written response or date written response was due.

Level 3: Mediation

The mediator shall be presented with the positions of both sides and attempt to resolve the grievance.

Mediation Outcome

The Mediator's settlement is _____ accepted _____ not accepted by the Association.

Superintendent's Signature _____ Date _____

Association Representative Signature _____ Date _____

If the response is not accepted at Level 3, the grievance may be filed at Level 4 with the Board of Trustees no later than ten (10) days after the receipt of the written response or date written response was due.

Level 4: Board of Trustees

The Superintendent shall schedule a hearing on the appeal at the next board meeting, or later per the Association's request. The hearing shall be held in open session unless the hearing would tend to disclose information personal to a pupil or information pertaining to an employee of the district the disclosure of which would constitute an unwarranted invasion of privacy. Within ten (10) days after the hearing before the board, the board shall render a written decision which shall be mailed or personally delivered to the grievant and the Association.

Board of Trustee's Response

Trustee's/Designee's Signature _____ Date _____

The Board of Trustees' Response is _____ accepted _____ not accepted by the Association and let this serve as notice to Arbitrate.

Association Representative Signature _____ Date _____

If the response is not accepted at Level 4, the grievance may be filed at Level 5 with the Superintendent/designee within ten (10) days after the receipt of the written response or date written response was due.

Level 5: Arbitration

I hereby request that the Grievance outlined in the attachments be reviewed through the procedures of arbitration.

Signature of Grievant _____ Date _____

Procedures regarding this arbitration will be processed according to the Gold Oak Union School District/Teachers Association Bargaining Agreement listed in Article IX, Section 9, (a-f).

Upon completion of this section, Grievant shall present the original and all attachments to the Superintendent of Schools. A copy should be retained by Grievant.

Superintendent's Signature _____ Date _____

Association Representative Signature _____ Date _____

Appendix B: Salary Schedule/Benefits

Appendix B

GOLD OAK UNION SCHOOL DISTRICT

2024/25 CERTIFICATED SALARY SCHEDULE

Effective July 1, 2024

COLUMN	1	2	3	4	5
STEP/YEAR	BA	BA+30 OR Credentialed	BA+45 MA	BA+60 MA+12	BA+72 MA+24
1	53,425	54,997	56,568	58,737	59,323
2	54,055	55,824	57,784	60,484	61,086
3	54,682	56,647	59,006	62,234	62,857
4	55,312	57,471	60,223	63,985	64,623
5	55,312	58,298	61,438	65,734	66,393
6	55,312	59,121	62,655	67,485	68,158
7	55,312	59,946	63,876	69,234	69,925
8	55,312	60,771	65,092	71,060	71,770
9	55,312	61,597	66,312	72,812	73,540
10	55,312	62,422	67,528	74,637	75,385
11	55,312	63,247	68,745	76,386	77,149
12	55,312	64,071	69,965	78,367	79,150
13	55,312	64,071	71,183	80,191	80,990
14	55,312	64,071	72,399	81,976	82,796
15	55,312	64,071	73,619	83,751	84,589
16	55,312	64,071	74,836	85,551	86,410
17	55,312	64,071	76,051	87,314	88,184
18	55,312	64,071	78,489	90,894	91,804
19	55,312	64,071	78,489	99,163	100,156
20	55,312	64,071	78,489	101,484	102,499

MASTERS DEGREE STIPEND: \$1,400 per year. Prorated for less than full-time.

BENEFITS:

- The District will contribute \$1,150.00 per month, per FTE, for Central Valley Trust (CVT) medical insurance, Delta Dental, and Vision Service Plan B for employees and their eligible dependents, District paid contribution pro-rated for less than full time.
- Employees who retire with at least eight years continuous service with the District and who are STRS eligible to retire from STRS and who are not 65 years of age, are entitled to medical and dental and vision coverage not to exceed 5 years. The plans are described in section 90(b) on a three tiered structure. The District will pay 50% of the premiums of the selected plans or 50% of the employee fringe benefits District contribution; whichever is less for a maximum of 5 years.
- Substitute Teacher rate of pay: \$160/Full Day, \$80.00/Half Day
Preferred sub rate, after ten (10) full days of teaching within the District, shall be \$200 per day.
Bargaining unit members shall be charged differential pay at the lowest sub rate of pay.
- Contract work days: 184 days

Adopted by the Board of Trustees: _____

Appendix C: Assignment Memo (Sample)

URGENT

To: ALL CERTIFICATED STAFF

From:

CC:

Date:

**Please return to the
District Office by**

Re: Assignment/Reassignment Request

We are working on staffing for next year. It is important that you submit your input as soon as possible.

Check one of the statements as appropriate.

- ☐ I intend to return in August, 2025.
- ☐ I do not intend to return in August, 2025.

A. Indicate your current grade level(s) and/or content areas:

B. Indicate your preference for next year's assignment:(grade level and/or curriculum content area(s):

C. Second preference, please indicate it:

Note: There may be possibilities of part-time assignments (i.e. Prep time teacher). Please indicate if you are interested in such assignments.

(Administration will meet with you prior to granting you an assignment if it is not your current assignment.)

Comments:

Date

Teacher's Signature

Appendix D: Extra Pay for Extra Duty/Stipend Form

Appendix D

GOLD OAK UNION SCHOOL DISTRICT EXTRA PAY FOR EXTRA DUTY/STIPENDS

Teacher: _____

Excerpt from Gold Oak Teachers' Association Contract, Article XIV, Section 2:

Extra duty for which a teacher may be compensated is ongoing (multiple days and multiple hours including prep time leading up to an event) and performed outside of the regular workday and not solely related to nor exclusive to the teacher's responsibilities to his/her own class.

Description of extra duty:

Number of anticipated hours authorized for completion of extra duty: _____

Starting date of duty: _____

End date of duty: _____

Funding Source (Budget Code): _____

Principal's Signature

Date

I agree to perform the extra duty described above outside of my regular workday. I recognize that the maximum number of hours authorized for this duty and the rate of pay is equal to:

Authorized Duty Hours	
Rate	X \$50.00
Total Compensation	

If the completion of the duty requires more than the number of hours authorized, I must receive approval prior to working beyond the agreed upon number of hours. All hours must be recorded on the district time card.

Teacher Signature

Date

Superintendent Signature

Date

Updated: 5/14/2024

Appendix E: Certificated Evaluation

Appendix E

GOLD OAK UNION SCHOOL DISTRICT

Teacher: _____

Status: _____

Site: _____

Probationary 1 ____ **Permanent** ____

Grade Level/Subject: _____

Probationary 2 ____ **Temporary** ____

Year of Evaluation: _____

Evaluator: _____

Definitions

- | | | |
|----|--------------------|--|
| 1. | Unsatisfactory: | Practice not consistent with standard expectations |
| 2. | Needs Improvement: | Developing practice |
| 3. | Effective: | Maturing practice |
| 4. | Proficient: | Practice that fully exemplifies the standard |

1	2	3	4		Comments:
				1. Engages and Supports All Students in Learning	
				2. Creates and Maintains Effective Environments for Student Learning	
				3. Understands and Organizes Subject Matter for Student Learning	
				4. Plans Instruction and Designs Learning Experiences for All Students	
				5. Assesses Student Learning	
				6. Develops as a Professional Educator	
				7. Fulfills other non-instructional professional duties.	

Commendations:

Plan for Improvement:

Performance is ____ satisfactory ____ unsatisfactory

Recommend Continued Employment ____

Peer Assistance and Review ____ Voluntary

Not Recommended for Continued Employment ____

____ Required

Evaluate Again Next Year ____

Improvement Plan to be:

____ developed

____ modified

____ continued

Evaluator's Signature

Date

Evaluatee's Signature

Date

Superintendent's Signature

Date

Attachment

☐ Yes

☐ No

* SIGNATURE DOES NOT INDICATE AGREEMENT. A WRITTEN RESPONSE MAY BE ATTACHED WITHIN 10 WORKING DAYS.

GOLD OAK UNION SCHOOL DISTRICT
Evaluation Goal-Setting Conference Form

Teacher: _____

Status:

Site: _____

Probationary 1 ____ **Permanent** ____

Grade Level/Subject: _____

Probationary 2 ____ **Temporary** ____

Year of Evaluation: _____

Evaluator: _____

Purpose: *The purpose of the goal-setting conference is to provide an opportunity for a conversation about good teaching as reflected in the California Standards of the Teaching Profession and to establish an evaluation focus. In addressing the six standards, you may select at least one standard and at least three elements within that standard as specific areas of focus. However, in the evaluation process, you are responsible for satisfactory performance in all six standards.*

Administrator's Initials	Date of Conference	Circle Focus Element(s) for the Year	STANDARDS Select one to three standards as specific areas of focus
			1. ENGAGES AND SUPPORTS ALL STUDENTS IN LEARNING
		1.	1. Connects students' prior knowledge, life experience, and interests with learning goals.
		2.	2. Uses a variety of instructional strategies and resources to respond to students' diverse needs.
		3.	3. Facilitates learning experiences that promote autonomy, interaction, and choice.
		4.	4. Teaches subject matter, problem solving, critical thinking, and skills in meaningful activities.
		5.	5. Promotes self-directed, reflective learning for all students.
			2. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
		1.	1. Creates a physical environment that engages all students.
		2.	2. Establishes a climate that promotes fairness and respect.

		3.	3.	Promotes social development and group responsibility.
		4.	4.	Establishes and maintains standards for student behavior.
		5.	5.	Plans and implements classroom procedures and routines that support student learning.
		6.	6.	Uses instructional time effectively.
			3.	UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
		1.	1.	Demonstrates knowledge of subject matter content and student development.
		2.	2.	Organizes curriculum to support student understanding of subject matter.
		3.	3.	Interrelates ideas and information within and across subject matter areas.
		4.	4.	Develops student understanding through instructional strategies that are appropriate to the subject matter.
		5.	5.	Uses materials, resources, and technologies to make subject matter accessible to students.
			4.	PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
		1.	1.	Draws on and values students' backgrounds, interests, and developmental learning needs.
		2.	2.	Establishes and articulates goals for student learning.
		3.	3.	Develops and sequences instructional activities and materials for student learning.
		4.	4.	Designs short-term and long-term plans to foster student learning.
		5.	5.	Modifies instructional plans to adjust for student needs.
			5.	ASSESSING STUDENT LEARNING
		1.	1.	Establishes and communicates learning goals for all students.
		2.	2.	Collects and uses multiple sources of information to assess student learning.

		3.	3. Involves and guides all students in assessing their own learning.
		4.	4. Uses the results of assessments to guide instruction.
		5.	5. Communicates with students, families, and other audiences about student progress.
			6. DEVELOPING AS A PROFESSIONAL EDUCATOR
		1.	1. Reflects on teaching practice and planning professional development.
		2.	2. Establishes professional goals and pursuing opportunities to grow professionally.
		3.	3. Works with communities to improve professional practice.
		4.	4. Works with families to improve professional practice.
		5.	5. Works with colleagues to improve professional practice.

OTHER AREAS OF PROFESSIONAL DEVELOPMENT AS ESTABLISHED BY ADMINISTRATORS AND

TEACHER: (May include District or School-wide goals)

COMMENTS:

Supportive Evidence:

Portfolio _____ Journal _____ Student Work _____ Surveys _____

Assessment Tools ____

Evaluator's Signature

Date

Evaluatee's Signature

Date

Superintendent's Signature

Date

Attachment

☐ Yes

☐ No

GOLD OAK UNION SCHOOL DISTRICT
California Standards for the Teaching Profession

Standard 1

Engages and Supports All Students in Learning

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
1.1 Connecting students' prior knowledge, life experience, and interests with learning goals			
The teacher makes no connection between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher does not elicit student questions or comments during a lesson.	The teacher makes some connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits some questions from students during a lesson to monitor their understanding.	The teacher makes substantial connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher elicits and uses students' questions and comments during a lesson to extend their understanding.	The teacher facilitates students to connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals. The teacher builds on the students' questions and comments during lessons to modify instructions.
1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs			
The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or the instructional goals. No adjustments are made to respond to students' needs.	The teacher uses a selection of instructional strategies that are largely appropriate to the students, and the instructional goal, but they may lack variety or may not be responsive to the student's needs	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully, making some adjustments to respond to students' needs.	The teacher makes skillful use of wide repertoire of instructional strategies to engage all students in learning, adjusting while teaching to respond to students' needs.

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice			
Learning experiences are directed by the teacher, permitting no student autonomy, interaction, or choice.	Learning experiences are directed by the teacher and allow limited student autonomy, interaction, and choice.	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy, and choice, and to encourage and support student involvement in learning.	Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy, and choice in the pursuit of significant learning.
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful			
No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.	Some learning opportunities are provided for students to engage in problem solving within subject matter areas, but little support is given to develop necessary skills.	Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas.	Learning opportunities are provided that extend student thinking, and engage and support all students in problem posing, problem solving, inquiry, and analysis of subject matter concepts and questions within or across subject matter areas.
1.5 Promoting self-directed, reflective learning for all students			
No opportunities are provided for students to initiate their own learning or to monitor their own work.	Student's learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually.	Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.	Students take initiative for their own learning, and reflect on, talk about, and evaluate their own work with peers.

Standard 2

Creates and Maintains Effective Environments for Student Learning

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
2.1 Creating a physical environment that engages all students			
The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.	The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.	The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.	The arrangement of the physical environment ensures safety and accessibility and facilitates constructive interaction and purposeful engagement for all students in learning activities.
2.2 Establishing a climate that promotes fairness and respect			
The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behaviors is unfair or inequitable.	A climate of fairness, caring, and respect is established by the teacher for most students, but few students take risks, and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	Students ensure that a climate of equity, caring, and respect is maintained in the classroom, and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable.
2.3 Promoting social development and group responsibility			
Students' social development, self-esteem, and diversity are not supported, and students have no sense of responsibility for each other.	Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility.	Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.	Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership, and are responsible for themselves and their peers.

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
2.4 Establishing and maintaining standards for student behavior			
No standards for behavior appear to have been established, or students are confused about what the standards are.	Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.	Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.	Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.
2.5 Planning and implementing classroom procedures and routines that support student learning			
Classroom procedures and routines have not been established or are not being enforced.	Procedures and routines have been established and work moderately well with little loss of instructional time.	Procedures and routines work smoothly, with no loss of instructional time.	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.
2.6 Using instructional time effectively			
Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.	Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective.	Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth.	The pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.

Standard 3

Creates and Maintains Effective Environments for Student Learning

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
3.1 Demonstrating knowledge of subject matter content and student development			
The teacher's working knowledge of subject matter and student development is inconsistently evident, does not adequately support students' learning, or may not be current.	The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current.	The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students' learning, and is current.	The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives, strongly supports all students' learning, and is current.
3.2 Organizing curriculum to support student understanding of subject matter			
The curriculum is not organized, and it rarely demonstrates concepts, themes, and skills; rarely values different perspectives; or rarely supports students' understanding of core concepts.	The curriculum is loosely organized; inconsistently demonstrates concepts, themes, and skills without revealing or valuing different perspectives; and supports an understanding of core concepts for some students.	The curriculum is organized and sequenced; demonstrates concepts, themes, and skills; reveals and values different perspectives; and supports an understanding of core concepts for all students.	The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, and the relationships between them. It reveals and values a broad range of perspectives and is organized to ensure that all students develop a deep understanding of core concepts.
3.3 Interrelating ideas and information within and across subject matter areas			
The teacher presents curriculum without identifying or integrating key concepts and information or does not relate content to previous learning in order to support students' understanding.	The teacher identifies some key concepts and information within the curriculum and attempts to relate content to previous learning without extending students' understanding.	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students' lives, and uses previous learning to extend students' understanding.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning, and use this to extend their understanding.

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter			
Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage students to think critically or to extend their knowledge.	The teacher may use a few instructional strategies to make the content accessible to students and may encourage some students to think critically or to extend their knowledge of subject matter.	The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of subject matter.	A repertoire of instructional strategies is used to make content accessible to all students, to challenge them to think critically, and to deepen their knowledge of and enthusiasm for subject matter.
3.5 Using materials, resources, and technologies to make subject matter accessible to students			
Instructional materials, resources, and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.	Instructional materials, resources, and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.	Instructional materials, resources, and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives.	A range of instructional materials, resources, and technologies are integrated into the curriculum to extend students' understanding of content and concepts. Materials reflect diverse perspectives.

Standard 4

Plans Instruction and Designs Learning Experiences for All Students

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs			
Instructional plans do not match or reflect students' backgrounds, experiences, interests, and developmental needs, and do not support students' learning.	Instructional plans are partially drawn from information about students' backgrounds, experiences, interests, and developmental needs to support students' learning.	Instructional plans reflect students' backgrounds, experiences, interests, and developmental needs to support students' learning.	Instructional plans build on students' backgrounds, experiences, interests, and developmental needs to support all students' learning.
4.2 Establishing and articulating goals for student learning			
Instructional goals are not established or do not address students' language, experience, or home and school expectations. Expectations for students are low.	Some instructional goals address students' language, experience, and/or home and school expectations. Expectations for students are inconsistent.	Short-term and long-term instructional goals are based on students' language, experience, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.	Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experience, and home and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are consistently high.
4.3 Developing and sequencing instructional activities and materials for student learning			
Instructional activities and materials are not appropriate to the students, or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.	Instructional activities and materials are partially appropriate to students and their learning goals and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.	Instructional activities and materials are appropriate to students and the learning goals, make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.	Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts.

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
4.4 Designing short-term and long-term plans to foster student learning			
Individual lesson plans have little or no relation to long-term goals, or a unit plan has little recognizable structure.	Individual lesson plans have a recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Long-term plans have a coherent structure, with learning activities in individual lessons well-sequenced to promote understanding of concepts.	Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.
4.5 Modifying instructional plans to adjust for student needs			
Instructional plans are not modified, despite evidence that modifications would improve student learning.	Modifications to instructional plans address only superficial aspects of the lesson.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.	Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions, to ensure deeper conceptual understanding by all students.

Standard 5

Assessing Student Learning

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
5.1 Establishing and communicating learning goals for all students			
Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.	Learning goals are established to meet school and district expectations. Goals are communicated to all students without revision.	Learning goals are established in relation to students' needs and the curriculum and meet district and state expectations. Goals are communicated to all students and their families and are revised as needed.	Learning goals are established by the teacher, students, and families; are appropriate to students' needs and the curriculum; and meet district and state expectations. Goals are communicated to all students and families and are revised as needed.
5.2 Collecting and using multiple sources of information to assess student learning			
The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.	The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.	The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress.	The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.
5.3 Involving and guiding all students in assessing their own learning			
The teacher does not encourage students to reflect on or assess their own work.	Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.	Student reflection and self-assessment are included in most learning activities. The teacher models assessment skills and strategies to help students understand their own work and discuss it with peers.	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment skills and strategies and discuss work with peers.

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
5.4 Using the results of assessments to guide instruction			
Information about student learning is inappropriately or not used by the teacher to plan, guide, or adjust instruction.	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teaching.	Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching.	Information from a variety of ongoing assessments is used to plan and modify learning activities, and to support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.
5.5 Communicating with students, families, and other audiences about student progress			
The teacher provides some information about student learning to students, families, and support personnel, but the information is incomplete or unclear.	The teacher provides information about student learning to students, families, and support personnel to promote understanding and academic progress.	The teacher regularly exchanges information about student learning with students, families, and support personnel in ways that improve understanding and encourage academic progress.	Students participate with the teacher to exchange information about their learning with families, and support personnel in ways that improve understanding and encourage academic progress.

Standard 6

Develops as a Professional Educator

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
6.1 Reflecting on teaching practice and planning professional development			
The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.	The teacher reflects on some lessons and areas of concern in his or her teaching practice, assesses growth in these areas with assistance, and may use reflection to plan professional development.	The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth over time, and may use reflection to plan professional development.	The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, assesses growth over time, and plans professional development based on reflection.
6.2 Establishing professional goals and pursuing opportunities to grow professionally			
Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.	Professional goals are established with assistance. The teacher pursues some opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.	Professional goals are developed, and the teacher pursues opportunities to acquire new knowledge and skills and participates in the professional community.	Professional goals are extended, and the teacher purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.
6.3 Working with communities to improve professional practice			
The teacher has limited knowledge of students' communities or of how to access them to provide learning experiences for students or to promote collaboration with the school.	The teacher understands the importance of students' communities but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school.	The teacher values students' communities and develops knowledge of them to benefit students and families, provide some experiences to support student learning, and support collaboration between school and community.	The teacher values students' communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning, and promote collaboration between school and community.

PRACTICE NOT CONSISTENT WITH STANDARD EXPECTATIONS	DEVELOPING PRACTICE	MATURING PRACTICE	PRACTICE THAT FULLY EXEMPLIFIES THE STANDARD
6.4 Working with families to improve professional practice			
The teacher may demonstrate respect for students' families or their backgrounds, but has limited communication with families, and is not sure how to provide opportunities for participation in the classroom or school community.	The teacher respects some students' families, initiates communication and develops an understanding of their diverse backgrounds, and may provide some opportunities for families to participate in the classroom or school community.	The teacher respects students' families, develops positive communication and an understanding of their diverse backgrounds, and provides opportunities for families to participate in the classroom or school community.	The teacher respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the classroom or school community.
6.5 Working with colleagues to improve professional practice			
The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district events or learning activities.	The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs, and participates in some school -wide events.	The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs, and participates in school- wide events.	The teacher engages in dialogue and reflection with colleagues, collaborates with staff to meet students' needs, and contributes to school-wide and district-wide decision making, events, and professional development.

Gold Oak Union School District

Teacher Observation Summary – Part 1

Teacher: _____ School: _____

Grade Level or Class: _____ Date: _____ Time: _____

Observed by: _____

Lesson Objective:

Description of activities observed:

Gold Oak Union School District

Teacher Observation Summary – Part 2

	Observed		
EFFECTIVE TEACHER TECHNIQUES - *	YES	NO	N/A
■ Diagnoses student needs and instructs children accordingly (integrates special needs children into regular instruction).			
■ Presents the purposes of instruction - SET			
■ Monitors and adjusts instruction during lesson presentation as teaching.			
■ Provides opportunity to practice concept or skill - guided and unguided.			
■ Evaluates students' progress and provides quick feedback to students; checks for understanding.			
■ Provides opportunity for independent practice.			
■ Provides closure and/or lesson summary.			
■ Plans a variety of learning activities addressing various learning modalities.			
■ Selects appropriate instructional materials.			
■ Promotes higher level thinking skills.			
■ Integrates current research into teaching techniques and pedagogy.			
■ Uses effective questioning strategies.			

* May not be present in all lessons.

Gold Oak Union School District

Teacher Observation Summary – Part 2

CLASSROOM MANAGEMENT/LEARNING ENVIRONMENT *	YES	NO	N/A
■ Establishes and maintains a clearly defined proactive discipline plan in which students know what is expected of them.			
■ Uses all available instructional time with maximum time on task.			
■ Demonstrates acceptance of students and their differing learning styles.			
■ Maintains lesson plans which include appropriately challenging assignments and homework.			
■ Maintains an orderly, safe and stimulating classroom environment.			
■ Materials and equipment necessary for learning activities are ready for use.			
■ Evidence of cooperative student efforts.			
■ Processes students learning and group effectiveness.			
■ Evidence of motivation techniques - success, level of concern, knowledge of results, feeling tone, reward.			

* May not be present in all lessons.

Gold Oak Union School District

Teacher Observation Summary – Part 3

SUMMARY COMMENTS

1. Practices of special note:

2. Areas for continued growth:

Observer

Date

Teacher

Date

The teacher's signature does not constitute an endorsement of the evaluator's notations but is an acknowledgment that a copy of the document has been received. Teachers have the right to submit an additional written response for inclusion in this report which will be attached and kept in a school file with the observation form.

Appendix F: Family Medical Leave Act

Family Care and Medical Leave

Definitions

“Child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. (29 USC 2611; Government Code 12945.2).

“Parent” means a biological, foster or adoptive parent, a stepparent, a legal guardian, or another person who stood in loco parentis to the employee when the employee was a child. (29 USC 2611; Government Code 12945.2).

“Instructional employee” means an employee whose principal function is to teach; instructional employees include athletic coaches, special education assistants and signers for the hearing impaired. The term does not include teacher assistants or aides, counselors, psychologists, curriculum specialists or other primarily noninstructional employees. (29 CFR 825.600).

“Serious health condition” means an illness, injury, impairment or physical or mental condition that involves either of the following: (29 USC 2611; Government Code 12945.2).

1. Inpatient care in a hospital, hospice or residential health care facility.
2. Continuing treatment or continuing supervision by a health care provider.

Eligibility

Any eligible employee who has served the district more than one continuous year shall be eligible to take unpaid family care and medical leave under the provisions of state and federal law. The district may deny family care and medical leave to part-time employees who worked fewer than 1,250 hours during the previous year. (29 U.S.C. 2611; Government Code 12945.2; 29 CFR 825.110; Code of Regulations, Title 2, Section 7297.0).

For eligibility purposes, full-time teachers are deemed to meet the 1,250 hour test. (29 CFR 825.110).

Family care and medical leave may be used for the following reasons(29 USC 2612; Government Code 12945.2):

1. Because of the birth of the employee’s child, and to care for the child.
2. Because of the placement of a child with the employee for foster care or in connection with the employee’s adoption of the child.

3. To care for the employee's child, parent or spouse with a serious health condition
4. Because of the employee's own serious health condition which makes the employee unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

Requests, Advance Notice and Certification

The employee shall give the district at least 30 days' written advance notice of his/her need for family care and medical leave. If the employee learns of the need for this leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable. (29 USC 2612; Government Code 12945.2).

If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations. This scheduling shall be subject to the health care provider's approval. (29 USC 2612; Government Code 12945.2).

When requesting family care and medical leave because of a serious health condition, the request shall be supported by a certification from the health care provider of the person requiring care. This certification shall include the following: (29 USC 2613; Government Code 12945.2; Code of Regulations, Title 2, Section 7297.0).

1. The date on which the serious health condition began.
2. The probable duration of the condition.
3. IF the employee is requesting leave to care for a child, spouse or parent who has a serious health condition, the health care provider's certification of both of the following:
 - a. Estimated amount of time the health care provider believes the employee needs to care for the child, parent or spouse.
 - b. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.
4. If the employee is requesting leave because of his/her own serious health condition, the health care provider's certification that due to the serious health condition, the employee is unable to perform the functions of his/her job.

The health care provider's certification needs not identify the serious health condition involved. When the employee is requesting leave because of his/her own serious health condition, this information may be included in the employee's option. (Code of Regulations, Title 2, Section 7297.0).

If additional leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification as specified above. (29 USC 2613; Government Code 12945.2).

If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment, and the expected duration of the leave. (29 USC 2613).

If the district has reason to doubt the validity of a certification that accompanies a request for leave, the district may challenge the certification and require the employee to obtain, at district expense, a second opinion from a district approved health care practitioner. If the second opinion is contrary to the first, the district may require, again at district expense, that the employee obtain a third medical opinion from a third health care practitioner approved by both the employee and the district. (29 USC 2613; Government Code 12945.2).

Terms of Leave

Family care and medical leave shall not exceed 12 work weeks during any 12-month period. (29 USC 2612; Code of Regulations, Title 2, Section 7297.3).

This 12-month period shall begin on July 1 and end on the following June 30.

Leave taken pursuant to the California Family Rights Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, an employee may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the employee may use any accrued vacation, sick time or other paid leave. (Government Code 12945, 12945.2).

Leave taken for the birth or placement of a child must be concluded within one year of the birth or placement of the child. Such leave does not have to be taken in one continuous period. The basic minimum duration of the leave shall be two weeks. However, the district shall grant a request for leave of less than two weeks' duration on any two occasions. (Code of Regulations, Title 2, Section 7297.3).

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a total of 12 weeks. (Government Code 12945.2).

During the period of family care and medical leave, the district shall require the employee to use his/her accrued vacation leave, other accrued time off, and any other paid or unpaid time off negotiated with the district. Accrued sick leave shall be used when the purpose of the family care and medical leave is one for which sick leave may be taken pursuant to collective bargaining agreements and/or Board policy. (Government Code 12945.2).

Instructional Employees: Leaves Near the End of the Term

The district may require an instructional employee to continue taking a requested leave until the end of the term in any of the following situations: (29 USC 2618)

1. If the instructional employee begins a leave of three or more weeks' duration more than five weeks before the end of a term and would subsequently return to work during the last three weeks of the term.
2. If the instructional employee, for reasons other than his/her own serious health condition, begins a leave of more than two weeks' duration during the period that begins five weeks before the end of the term and would subsequently return to work during the last two weeks of the term.
3. If the instructional employee, for reasons other than his/her own serious health condition, begins a leave of more than five days' duration during the period that begins three weeks before the end of the term.

Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the employee or his/her child, parent or spouse may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the district may limit leave increments to the shortest period that the payroll system used to account for absences or use of leave. The employee may also be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The employee must be qualified for the position, but the position does not need to have equivalent duties. Transferring to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule. (Code of Regulations, Title 2, Section 7297.3).

Maintenance of Benefits

During the period of family care and medical leave, the employee shall continue to be entitled to participate in the district's medical, dental and vision plan. (29 USC 2614; Government Code 12945.2).

If the employee fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the employee's control, the employee may be required to reimburse any health premiums paid by the district during the period of leave. (Government Code 12945.2).

Maintenance of Status

The employee shall retain his/her employee status with the district during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority.

Reinstatement

Upon granting an employee's request for family care and medical leave, the district shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (29 USC 2614; Government Code 12945.2).

An employee who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the district reduces its work force during the leave period and the employee is laid off for legitimate reasons at that time, he/she is not entitled to reinstatement.

Notifications

At least the first time in each six-month period that an employee requests family care and medical leave, the Superintendent or designee shall provide written notice detailing specific expectations and obligations and explaining any consequences of a failure to meet these obligations. The notice shall include: (29 CFR 825.301)

1. Notice that the leave will be counted against the employee's annual family care and medical leave entitlement;
2. Requirements for the employee to furnish medical certification of a serious health condition;

3. The employee's right to substitute paid leave, conditions related to any substitution, and whether the district requires this substitution.
4. Health benefit arrangement;
5. The employee's right to restoration to the same or an equivalent job;
6. The employee's potential liability for health benefits should the employee not return to service;
7. The district's requirement that the employee, upon return, present medical certification to the effect that he/she is able to resume work.

YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

Reasons for Taking Leave

Unpaid leave must be granted for any of the following reasons:

- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee’s job.

At the employee’s or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

Advance Notice and Medical Certification

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days’ advance notice when the leave is “foreseeable”.
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions at the employer’s expense) and a fitness for duty report to return to work.
- For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan”.

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms.

Job Benefits and Protection

The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

The U. S. Department of Labor is authorized to investigate and resolve complaints of violations.

An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

For Additional Information

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U. S. Government, Department of Labor.

FAMILY CARE AND MEDICAL LEAVE (CFRA LEAVE) AND PREGNANCY DISABILITY LEAVE

Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to an unpaid family care or medical leave (CFRA leave). This leave may be up to 12 work weeks in a 12 months period for the birth, adoption or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse.

Even if you are not eligible for CFRA leave, if you are disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA eligible, you have certain rights to take BOTH pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement to the same or to a comparable position at the end of the leave, subject to any defense allowed under law.

If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or planned medical treatment for yourself or of a family member). For events which are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you a leave for pregnancy or your own serious health condition or certification from the health care provider of your child, parent or spouse who has a serious health condition before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

If you are taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact the District Office.

Authority Cited: Sections 12935, subd. (a) and 12945.2, Government Code

Certification of Health Care Provider for Employee's Serious Health Condition

Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

Purpose of Form:

Our employee/your patient has requested a leave of absence to attend to their own physical or mental condition that may qualify for protection under the FMLA and CFRA. This medical certification form provides us with the necessary information to determine if the request falls within these statutes.

SECTION I – TO BE COMPLETED BY EMPLOYER

Employee's Name: _____

Employer's Name: _____

Employer's Contact & Contact Information: _____

SECTION II – TO BE COMPLETED BY EMPLOYEE/PATIENT

INSTRUCTIONS to EMPLOYEE: Please complete and sign Section II before giving this form to your health care provider along with a copy of your job description (obtain from your supervisor or Human Resources). To support your request for family medical leave, you are required to submit a timely, complete, and sufficient medical certification relating to your serious physical or mental condition. Failure to meet this requirement may result in a delay or denial of your leave request and/or discipline.

You must return this completed form within 15 calendar days of your request for leave. You or the physician may return this form to us in person, by mail, or by facsimile. The fax number is (530) 626-3145. If sent by mail or facsimile, the transmitting envelope or document should indicate "CONFIDENTIAL DISABILITY LEAVE INFORMATION" and directed to the District representative above. By signing this form, you are authorizing the health care provider to provide us with this necessary information and for us to contact the health care provider should the form be provided to us in an unclear or incomplete manner.

I have requested medical leave from my employer as follows:

1. The following specific days/partial days from work: _____

2. Continuous Leave: starting (date): _____ and ending (date): _____

3. Intermittent or Reduced Schedule Leave starting (date): _____, with anticipated periods of absence (days/blocks of time, "every Friday," etc.) as follows:

4. Reduced Regular Work Schedule: I need to reduce my work week hours to _____

Starting (date): _____ and ending (date): _____

5. Intermittent absences for foreseeable flare ups of condition: _____

Employee Signature

Date

SECTION III – TO BE COMPLETED BY HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER: The employee/your patient has requested leave under the FMLA and CFRA to address his/her own physical or mental condition. Please fully and completely answer all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "unknown," or "indeterminate" may not be sufficient to determine FMLA-CFRA or eligibility rights. Limit your responses to the condition for which the employee/patient needs care which may be covered under the FMLA or similar laws, but do not disclose to us the actual diagnosis, symptoms or medical condition for which you are providing treatment unless expressly authorized in writing by the patient. Please also do not provide information concerning family medical history.

Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Please answer fully and completely; terms such as "unknown," or "indeterminate" are not sufficient to determine FMLA/CFRA eligibility. Please be sure to sign the form on the last page.

Health Care Provider's name and business address: _____

Type of practice: _____

Telephone: (_____) _____

Fax:(_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

Level of Treatment/Treatment Schedule per year: _____

Date of your last Examination/Treatment: _____

2. Page 5 describes what is meant by a “serious health condition” under both the FMLA and CFRA.

Does the patient’s condition qualify under any of the categories described? ____No ____Yes

If yes, which type of serious health condition listed on Page 5 applies: __1 __2 __3 __4 __5 __6

PART B: AMOUNT OF CARE NEEDED

3. Is the employee/patient able to perform the essential functions of his/her job? ____No ____Yes

(Please see provided job description and contact the employer (Section 1, page 1) with any questions you may have regarding essential job functions or requirements.)

4. Is the employee/patient able to perform work of any kind? ____No ____Yes

If yes, please identify below (restrictions should take into consideration the employee’s regular job duties and be specific as to physical, mental or medical limitations. **A current job description or job task analysis is attached to this Certification.** The District may be able to reasonably accommodate any medically necessary work restrictions in an alternate job assignment. Is the need for work preclusions or restrictions permanent? ____No ____Yes ____Undetermined at this time.

5. Can the employee/patient work a reduced work schedule or perform essential job functions with reasonable accommodation(s)? ____No ____Yes If yes, describe all relevant work restrictions:

When answering these questions, please keep in mind that the employee/your patient’s need for care can include assistance with basic medical, hygienic, nutritional, safety, or transportation needs, or the provision of physical or psychological care.

6. Will the employee/patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? ____No ____Yes

Estimate the beginning and ending dates for the period of incapacity:

Beginning: _____ Ending: _____

7. Is it medically necessary for the employee to miss work on an **INTERMITTENT** basis or require a **REDUCED WORK SCHEDULE**?

Date **Intermittent** Leave Begins: _____ Date Intermittent Leave Ends: _____

Please indicate the estimated frequency of the employee's need for intermittent leave due to the serious health condition, and the duration of such leaves (e.g. 1 episode every 3 months lasting 1-2 days):

Frequency: ____ time(s) per ____ week(s) ____ month(s) Duration: ____ hour(s) or ____ day(s) per episode

8. If the employee/patient has requested leave on an intermittent or reduced schedule leave basis (please see the employee's/patient's response to the nature of the requested leave), is it medically necessary for the employee/patient to receive necessary medical care on an intermittent basis, including any time for recovery? ____ No ____ Yes

If yes, estimate the hours of needed care by the employee/patient:

____ Hours per Day ____ Days per Week From: _____ through: _____

9. If the patient has requested leave on an intermittent basis for anticipated flare ups (please see the employee's/patient's response to the nature of the requested leave) will the condition cause or contribute to episodic flare-ups periodically preventing the patient from performing his/her job functions? ____ No ____ Yes

Is it medically necessary for the employee to be absent from work during the flare-ups?

____ No ____ Yes If yes, explain: _____

Please estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 12 months (e.g., 1 episode every 3 months lasting 1-2 days)

Frequency: ____ times per ____ week(s) ____ month(s)

Duration: ____ hours or ____ day(s) per episode

10. Reduced Schedule Leave: Is it medically necessary for the employee/patient to work less than the employee's normal work schedule due to the serious health condition of the employee?

If yes, please indicate the part-time or reduced work schedule that is medically necessary:

____ hour(s) per day; ____ days per week, from _____ through _____

11. Time Off for Medical Appointments or Treatment: Is it medically necessary for the employee/patient to take time off work for doctor's visits or medical treatment, either by the health care practitioner or another provider of health services?

If yes, please indicate the estimated frequency of the employee's need for leave for doctor's visits or medical treatment, and the time required for each appointment, including any recovery period:

Frequency: ____ time(s) per ____ week(s) ____ month(s)

Duration: ____ hour(s) or ____ day(s) per appointment/treatment

ADDITIONAL INFORMATION:

I certify that I am providing care for the patient identified in this document and that the statements made by me are true and correct to the best of my knowledge.

Signature of Health Care Provider

Date

Medical License/Authorizing License Number

IMPORTANT NOTE: *The California Genetic Information Nondiscrimination Act of 2011 (CalGINA) prohibits employers and other covered entities from requesting, or requiring, genetic information of an individual or family member of the individual except as specifically allowed by law. To comply with the Act, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic Information," as defined by CalGINA, includes information about the individual's or the individual's family member's genetic tests, information regarding the manifestation of a disease or disorder in a family member of the individual, and includes information from genetic services or participation in clinical research that includes genetic services by an individual or any family member of the individual. "Genetic Information" does not include information about an individual's sex or age.*

Note: Authority cited: Section 12935(a), Government Code. Reference: Section 12945.2, Government Code; California Genetic Information Nondiscrimination Act, Stats. 2011, ch. 261; Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; and 29 C.F.R. § 825.

Serious Health Conditions

“Serious health condition” means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse. A serious health condition may involve one or more of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care. A person is considered an “inpatient” when a health care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

2. Absence Plus Treatment

- (a) A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - (1) Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, or
 - (2) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

3. Pregnancy [NOTE: An employee’s own incapacity due to pregnancy is covered as a serious health condition under FMLA but not under CFRA] Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatment

A chronic condition which:

- 1. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
- 2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- 3. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Note: Authority cited: Section 12935(a), Government Code. Reference: Section 12945.2, Government Code; California Genetic Information Nondiscrimination Act, Stats. 2011, ch. 261; Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; and 29 C.F.R. § 825. Appendix B, Form WH-380, as revised December 1994

Certification of Health Care Provider for Family Member's Serious Health Condition

Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

Purpose of Form:

Our employee has requested a leave of absence to care for a family member that may qualify for protection under the FMLA and/or governing state law. This medical certification form provides us with the necessary information to determine if the request falls within these statutes.

SECTION I – TO BE COMPLETED BY EMPLOYER

Employee's Name: _____

Employer's Name: _____

Employer's Contact & Contact Information: _____

SECTION II – TO BE COMPLETED BY EMPLOYEE/PATIENT

INSTRUCTIONS to EMPLOYEE: Please complete and sign Section II before giving this form to your family member or his/her health care provider. To support your request for family medical leave, you are required to submit a timely, complete, and sufficient medical certification relating to your family member's serious health condition. Failure to meet this requirement may result in a delay or denial of your leave request and/or discipline.

You must return this completed form within 15 calendar days of your request for leave. You or the physician may return this form to us in person, by mail, or by facsimile. The fax number is (530) 626-3145. If sent by mail or facsimile, the envelope or document should indicate "CONFIDENTIAL DISABILITY LEAVE INFORMATION" and be directed to the District representative identified above.

Name of family member for whom you are providing/will provide care: _____

Relationship to employee: ☐ spouse ☐ Registered Domestic Partner (CFRA) ☐ parent ☐ minor child ☐ adult child (*Care of Adult Dependent Child who is incapable of self-care because of a mental or physical disability within the meaning of Government Code section 12926(j) and (l) Requires active assistance or supervision in three or more activities of daily living (ADLs) or instrumental activities of daily living (IADLS).*)

Describe the reasonable and necessary care/expected care you will provide to your family member: _____

Please describe the nature of the requested leave (full time leave for a specific period of time, providing start and end dates; intermittent leave specific days/hours, etc.) needed to provide necessary care. _____

I certify that the statements made by me are true and correct to the best of my knowledge.

An employee who fraudulently obtains or uses FMLA/CFRA leave from an employer is not protected by FMLA/CFRA's job restoration or maintenance of health benefits provisions. An employer has the burden of proving that the employee fraudulently obtained or used FMLA/CFRA leave.

Employee Signature

Date

SECTION III – TO BE COMPLETED BY HEALTH CARE PROVIDER

INSTRUCTIONS to the HEALTH CARE PROVIDER:

The employee listed above has requested leave under the FMLA and/or governing state laws in order to care for your patient. Please fully and completely answer all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “unknown,” or “indeterminate” may not be sufficient to determine FMLA or similar coverage rights. Limit your responses to the condition for which the patient needs the employee’s care, but do not disclose to us the actual diagnosis or medical condition for which you are providing treatment.

Health Care Provider’s name and business address: _____

Type of practice: _____

Telephone: (_____) _____ Fax:(_____) _____

PART A: MEDICAL FACTS

1. Approximate date condition commenced: _____

Probable duration of condition: _____

2. Page 4 describes what is meant by a “serious health condition” under both the FMLA and California CFRA. Does the patient’s condition qualify under any of the categories described?

___ No ___ Yes

If yes, which type of serious health condition listed on Page 3 applies: ___1 ___2 ___3 ___4 ___5 ___6

EMPLOYEE NEEDING FAMILY LEAVE **TO BE PROVIDED TO THE HEALTH CARE PROVIDER UNDER SEPARATE COVER.**

3. Employee must provide a signed statement to the family member's physician listing the type of care he/she will be providing to his/her family member, with the information noted below. Did you receive a written and signed statement from our employee? ___No ___Yes

4. After review of the employee's signed statement, does the condition warrant the participation of the employee? ___ No ___ Yes (*This participation may include psychological comfort and/or arranging for third-party care for the family member.*)

Please estimate the period of time care needed or during which the employee's presence would be beneficial: _____

PART B: AMOUNT OF CARE NEEDED

When answering these questions, please keep in mind that your patient's need for care by the employee can include assistance with basic medical, psychological comfort, hygienic, nutritional, safety, or transportation needs, or the provision of physical or psychological care from third parties.

5. Will the patient be incapacitated (unable to perform basic medical, hygiene, nutritional needs, safety or transportation) for a single continuous period of time, including any time for treatment and recovery? ___No ___Yes

If "Yes," the period of incapacity will begin _____ and end on _____

6. During the period of incapacity, does or will the patient's condition warrant or require the participation of the employee in tending basic needs of your patient? (In answering this question, please review the employee's statement of care and/or expected care on pg. 1) ___No ___Yes

7. Please answer the following question only if the employee needs leave on an **INTERMITTENT** basis or requires a **REDUCED WORK SCHEDULE**.

Date Intermittent Leave Begins: _____ Date Intermittent Leave Ends: _____

Is it medically necessary for the employee to be off work on an **INTERMITTENT** basis or require a **REDUCED WORK SCHEDULE** to care for the family member? ___ No ___ Yes

If yes, please indicate the estimated frequency of the employee's need for intermittent leave due to the serious health condition, and the duration of such leaves (e.g. 1 episode every 3 months lasting 1-2 days):

Frequency: ____ times per ____ week(s) ____ month(s) Duration: ____ hours or ____ day(s) per episode

8. Reduced Schedule Leave: Is it medically necessary for the employee to work less than the employee's normal work schedule due to the serious health condition of the employee's family member? ____ No ____ Yes

If yes, please indicate the part-time or reduced work schedule the employee needs:

____ hour(s) per day; ____ days per week, from _____ through _____

9. Time Off for Medical Appointments or Treatment: Is it medically necessary for the employee to take time off work for doctor's visits or medical treatment, either by the health care practitioner or another provider of health services? ____ No ____ Yes

If yes, please indicate the estimated frequency of the employee's need for leave for doctor's visits or medical treatment, and the time required for each appointment, including any recovery period:

Frequency: ____ times per ____ week(s) ____ month(s) Duration: ____ hours or ____ day(s) per appointment/treatment

I certify that I am providing care for the patient identified in this document and that the statements made by me are true and correct to the best of my knowledge.

Signature of Health Care Provider

Date

Medical License/Authorizing License Number

IMPORTANT NOTE: *The California Genetic Information Nondiscrimination Act of 2011 (CalGINA) prohibits employers and other covered entities from requesting, or requiring, genetic information of an individual or family member of the individual except as specifically allowed by law. To comply with the Act, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic Information," as defined by CalGINA, includes information about the individual's or the individual's family member's genetic tests, information regarding the manifestation of a disease or disorder in a family member of the individual, and includes information from genetic services or participation in clinical research that includes genetic services by an individual or any family member of the individual. "Genetic Information" does not include information about an individual's sex or age.*

Note: Authority cited: Section 12935(a), Government Code. Reference: Section 12945.2, Government Code; California Genetic Information Nondiscrimination Act, Stats. 2011, ch. 261; Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; and 29 C.F.R. § 825.

Serious Health Conditions

“Serious health condition” means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse. A serious health condition may involve one or more of the following:

1. Hospital Care

Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care. A person is considered an “inpatient” when a health care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

2. Absence Plus Treatment

- (b) A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
 - (3) Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, or
 - (4) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

3. Pregnancy [NOTE: An employee’s own incapacity due to pregnancy is covered as a serious health condition under FMLA but not under CFRA] Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatment

A chronic condition which:

- 4. Requires periodic visits for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
- 5. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- 6. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Note: Authority cited: Section 12935(a), Government Code. Reference: Section 12945.2, Government Code; California Genetic Information Nondiscrimination Act, Stats. 2011, ch. 261; Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; and 29 C.F.R. § 825. Appendix B, Form WH-380, as revised December 1994

Certification of Health Care Provider for Employee's Serious Health Condition under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the [WHD website](http://www.dol.gov/agencies/whd/fmla) at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name:

First

Middle

Last

(2) Employer name:

Date:

(mm/dd/yyyy)

(List date certification requested)

(3) The medical certification must be returned by

(mm/dd/yyyy)

(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

(4) Employee's job title:

Job description ☐ is / ☐ is not attached.

Employee's regular work schedule:

Statement of the employee's essential job functions:

(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)

SECTION II - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You also may, but are not required to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Employee Name: _____

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: _____ Fax: _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your best estimate based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(2) Provide your best estimate of how long the condition lasted or will last: _____

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)

Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for more than three consecutive, full calendar days from: _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment).

☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

Employee Name: _____

(4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis)

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

(5) Due to the condition, the patient (☐ had / ☐ will have) planned medical treatment(s) (scheduled medical visits)

(e.g. psychotherapy, prenatal appointments) on the following date(s):

(6) Due to the condition, the patient (☐ was / ☐ will be) referred to other health care provider(s) for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy)

Provide your best estimate of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy).

for the treatment(s).

Provide your best estimate of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

(7) Due to the condition, it is medically necessary for the employee to work a reduced schedule.

Provide your best estimate of the reduced schedule the employee is able to work. From _____ (mm/dd/yyyy)

to _____ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

(8) Due to the condition, the patient (☐ was / ☐ will be) incapacitated for a continuous period of time, including any time for treatment(s) and/or recovery.

Provide your best estimate of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy).

for the period of incapacity.

(9) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your best estimate of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per

(☐ day ☐ week ☐ month) and are likely to last approximately _____ (☐ hours ☐ days) per episode.

Employee Name: _____

PART C: Essential Job Functions

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee's essential functions or a job description, answer these questions based upon the employee's own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be not able to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee (☐ was not able / ☐ is not able / ☐ will not be able) to perform one or more of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

Signature of Health Care Provider _____ Date: _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care
• An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: - o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, - o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
Permanent or Long-term Conditions: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.
Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.

Certification of Health Care Provider for
Family Member's Serious Health Condition
under the Family and Medical Leave Act

U.S. Department of Labor
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.
RETURN TO THE PATIENT.

OMB Control Number: 1235-0003
Expires: 6/30/2026

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee at least 15 calendar days to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found on the [WHD website](http://www.dol.gov/agencies/whd/fmla) at www.dol.gov/agencies/whd/fmla.

SECTION I - EMPLOYER

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Additionally, you may not request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name:
First Middle Last
- (2) Employer name: Date: (mm/dd/yyyy)
(List date certification requested)
- (3) The medical certification must be returned by (mm/dd/yyyy)
(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)

SECTION II - EMPLOYEE

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days. 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

- (1) Name of the family member for whom you will provide care:
- (2) Select the relationship of the family member to you. The family member is your:
- ☐ Spouse ☐ Parent ☐ Child, under age 18
☐ Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include in loco parentis relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

Employee Name: _____

(3) Briefly describe the care you will provide to your family member: (Check all that apply)

- ☐ Assistance with basic medical, hygienic, nutritional, or safety needs ☐ Transportation
☐ Physical Care ☐ Psychological Comfort ☐ Other: _____

(4) Give your best estimate of the amount of leave needed to provide the care described:

(5) If a reduced work schedule is necessary to provide the care described, give your best estimate of the reduced schedule you are able to work. From _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy). I am able to work _____ (hours per day) _____ (days per week)

Employee Signature  _____ Date _____ (mm/dd/yyyy)

SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are not required to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: (Print) _____

Health Care Provider's business address: _____

Type of practice / Medical specialty: _____

Telephone: _____ Fax: _____ E-mail: _____

PART A: Medical Information

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your best estimate based upon your medical knowledge, experience, and examination of the patient. After completing Part A, complete Part B to provide information about the amount of leave needed. Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: _____

(2) State the approximate date the condition started or will start: _____ (mm/dd/yyyy)

(3) Provide your best estimate of how long the condition lasted or will last: _____

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient (e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort).

Employee Name: _____

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

☐ **Inpatient Care:** The patient (☐ has been / ☐ is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): _____

☐ **Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)

Due to the condition, the patient (☐ has been / ☐ is expected to be) incapacitated for more than three consecutive, full calendar days from: _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

The patient (☐ was / ☐ will be) seen on the following date(s): _____

The condition (☐ has / ☐ has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

☐ **Pregnancy:** The condition is pregnancy. List the expected delivery date: _____ (mm/dd/yyyy).

☐ **Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

☐ **Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

☐ **Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

☐ **None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis)

PART B: Amount of Leave Needed

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient (☐ had / ☐ will have) planned medical treatment(s) (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): _____

(8) Due to the condition, the patient (☐ was / ☐ will be) referred to other health care provider(s) for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) _____

Provide your best estimate of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the treatment(s).

Provide your best estimate of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week)

Employee Name: _____

(9) Due to the condition, the patient (☐ was / ☐ will be) incapacitated for a continuous period of time, including any time for treatment(s) and/or recovery.

Provide your best estimate of the beginning date _____ (mm/dd/yyyy) and end date _____ (mm/dd/yyyy) for the period of incapacity.

(10) Due to the condition, it (☐ was / ☐ is / ☐ will be) medically necessary for the employee to be absent from work to provide care for the patient on an intermittent basis (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your best estimate of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur _____ times per (☐ day ☐ week ☐ month) and are likely to last approximately _____ (☐ hours ☐ days) per episode.

Signature of Health Care Provider _____ Date: _____ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
Inpatient Care • An overnight stay in a hospital, hospice, or residential medical care facility. • Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.
Continuing Treatment by a Health Care Provider (any one or more of the following)
Incapacity Plus Treatment: A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either: - o Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or, - o At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.
Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
Chronic Conditions: Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.
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Conditions Requiring Multiple Treatments: Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

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Appendix G: Peer Assistance and Review

Peer Review and Peer Assistance Program

It is the intent of the District and the Association to establish a teacher peer review and peer assistance program to allow experienced teachers to assist teachers to improve their subject matter knowledge or teaching strategies, or both. The District and the Association believe that it is imperative that the District's teachers provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the implementation and operation of a program in order to improve the quality of instruction of the children of the District. The District may participate in the County Peer Assistance and Peer Review Consortium.

Effective July 1, 2000, the District shall implement the Peer Review and Peer Assistance Program (the Program) pursuant to AB 1 of the 1999 Special Session, as follows:

- I. No later than September 31, 2000, the District shall convene the Joint Teacher-Administrator Peer Review Panel (the Panel).

Panel Composition and Selection: The Panel shall consist of three (3) members, the majority of whom shall be classroom teachers. There shall be one classroom teacher for each site, selected to serve on the Panel by a vote of the classroom teachers at each site to be held each September. One (1) member of the Panel shall be the District Superintendent.

Panel Meetings and Compensation: The Panel shall meet as it deems necessary to perform its functions. In order to meet, all of the members appointed to the Panel must be present. The District shall provide a meeting room for such purposes. Meetings shall alternate between the regular teacher work day of the teacher members and outside the regular teacher workday, or during times set aside for the performance of adjunct duties. Teacher members will receive the hourly extra pay stipend for preparation and/or meetings held outside their regular duty.

Panel Responsibilities: The Panel shall be responsible for the following:

- Adopting appropriate procedures for the Panel's operation, consistent with this Article and the underlying statutory provisions;
- Establishing its own rules and procedures;
- Selecting its own chairperson;
- Attending annual training as PAR Panel members;
- Establishing a procedure for application and selection of peer consultants;
- Selecting peer consultants - The Panel may assign one or more Panel members to observe candidates for Consulting Teacher performing instruction in their classrooms prior to their selection. Observations will be arranged with the site

administrator and the candidates. The Panel may establish additional procedures for selecting Consulting Teachers, which shall be made known in advance to all candidates. The number of Consulting Teachers shall be consistent with the funding received by the district from the state for the Program and with the District's adopted budget;

- Arranging appropriate training for peer consultants;
- Accepting referrals for permanent teacher peer assistance from principals or designated evaluators;
- Accepting (or rejecting) voluntary requests for assistance from individual teachers. Rejection is based solely on a lack of available consultants to serve additional requests for services;
- Sending written notification of participation in the PAR Program to the participating teacher, peer consultant, and the principal or designated evaluator;
- Meeting at least 4 times annually to review the work of the consultants with their caseloads. Generally, the Panel shall meet within the Panel member's workday; however, work after school day hours shall be compensated at the extra pay rate;
- Monitoring the work of peer consultants and their documentation;
- Reviewing peer review reports prepared by peer consultants;
- Monitoring the progress of permanent teacher peer assistance, including making reports to the Board of Education regarding PAR Program participants, and informing the Board of the names of PAR participants who have not demonstrated "satisfactory improvement" after receiving sustained assistance from a peer consultant. All reports pursuant to this provision shall be made to the Board not later than March of the school year in which the PAR program was utilized to assist a teacher;
- Recommending a budget for the Program, subject to Board approval;
- Annually reviewing and evaluating the impact of the Program in order to improve its effectiveness. The review and evaluation may include interviews or surveys of Program participants. The Program evaluation shall be presented to the Board of Education and the Association for possible revision through the bargaining process;
- Approving staff development plans to be negotiated between the Participating Teacher, the Consulting Teacher and the Participating Teacher's immediate supervisor;
- A Panel member shall neither participate in discussion nor vote on any matter in which he or she has a personal conflict of interest.

Confidentiality: All materials related to evaluations, reports and other personnel matters, which are created or reviewed by the Panel pursuant to the Program, shall be strictly confidential. Therefore, Panel members may not disclose such information except as necessary to administer the program.

Indemnity: The District will defend and indemnify Panel members against claims arising out of their good faith performance of duties under this Article. Panel members who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

II. Participating Teachers

Involuntary Participation: For the 2000/01 school year a teacher shall be referred to the Program upon receipt of an unsatisfactory performance evaluation in 2 or more of the 4 component subsets outlined on Certificated Evaluation Form II. Once referred, the teacher may not withdraw from the Program without approval of both the Panel and the site administrator.

Voluntary Participation: Any classroom teacher with permanent status who has not been involuntarily assigned may volunteer to participate in the Program for the purpose of obtaining peer assistance to improve performance. A voluntary participant may withdraw from the Program at any time. A voluntary participant will not receive a performance review from the Consulting Teacher unless the participant so requests. Volunteers will be accepted into the Program subject to available funding, after all involuntary participants have been included.

Selection of Consulting Teacher: A Participating Teacher may select his or her Consulting Teacher from the list of Consulting Teachers provided by the Panel and approved by the site administrator. A different Consulting Teacher may be selected to work with a Participating Teacher at any time during the process written requested to do so by the Participating Teacher or the Consulting Teacher and approved by the Panel. The Panel will limit the number of Participating Teachers assigned to the same Consulting Teacher to assure the effectiveness of the assignments.

III. Consulting Teachers

Duties: Consulting Teachers shall provide assistance to Participating teachers pursuant to the Program.

Qualifications: A Consulting Teacher must have (1) permanent status, (2) substantial recent experience in classroom instruction which shall be not less than 5 years in last 7 unless

waived by the Panel, (3) demonstrated exemplary teaching ability, including satisfactory evaluations for the last 2 rating periods (4) effective communication skills, subject matter knowledge and mastery of a range of teaching strategies to meet the needs of pupils in different contexts and (5) demonstrated positive personal relations, collaboration, and team building skills.

Application: Applicants for Consulting Teacher shall apply to the Panel for selection. Applicants shall submit letters of recommendation from their immediate supervisor. The Panel will consult in confidence with the applicant's immediate supervisor concerning the experience required by this Article. The Panel will determine from its review of applications which candidates to interview. All applications and references shall be treated with confidentiality.

Term of Assignment: A Consulting Teacher shall be appointed for and agree to accept a renewable two-year term, subject to continued state funding of the Program. Each Consulting Teacher shall be provided reasonable release time from regular classroom duties on a full or part-time basis, depending on need and funding for the Program. Consulting Teachers shall continue to perform adjunct duties and committee assignments.

Compensation: The Consulting Teacher shall be paid a stipend in the amount defined at their per diem hourly rate of pay.

Extent of Duties: Consulting Teachers shall have the responsibility for no more than 2 Participating Teachers in one school year. Each referred Participating Teacher shall receive the hours of assistance per semester from the Consulting Teacher that are specified in the development plan. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

Indemnity: The District will defend and indemnify Consulting Teachers against claims arising out of their good faith performance of duties under this Article. Consulting Teachers who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public-school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

IV. Peer Assistance and Review Process

Preparation of Development Plan: As soon as possible after assignment, the Consulting Teacher, Participating Teacher and Site Administrator will meet to review the employee's performance and recommendations for improvement. The Consulting Teacher, Participating Teacher and Site Administrator will then prepare a Development Plan, which will include goals and objectives for improvement and a projected date for completion, which will ordinarily be at the end of the current school year. The Plan will be submitted to the Panel for final development and approval.

Classroom Observations: The Assistance Plan will include a schedule of formal and informal observations of the Participating Teacher by one or more Consulting Teachers. These observations will be in addition to any that are performed as part of the evaluation Article in this agreement, unless the Site Administrator and the Participating Teacher otherwise agree. The Plan may also include observation of Consulting or other teachers by the Participating Teacher.

The Development Plan may include one or more of the following:

- At least ten classroom observations by the peer consultant;
- Assistance specific to the area(s) of teaching which has been evaluated to be "unsatisfactory";
- Opportunities for the teacher receiving assistance to observe exemplary practice, either by the peer consultant or other exemplary teachers;
- District-provided professional development opportunities;
- Conference attendance, often in the company of the peer consultant, to facilitate reflection on how this experience fits into the Assistance Plan;
- Other forms of assistance which the peer consultant and the Panel may provide; and
- The parties understand that every possible subject matter competency may not be available within the corps of consultants, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer consultant shall maintain prime responsibility for the Assistance Plan, but may function more like a case carrier who assures the availability of appropriate resources.

V. Progress Reports.

- Communication and consultation between the evaluatee and principal/evaluator shall be ongoing.
- Nothing in this article precludes the principal/evaluator or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or events related to the teacher's fulfillment of his or her professional obligations.
- Written peer review reports will be submitted to the Panel by the peer consultant at least every nine weeks. The consultant will share all written and verbal reports during the conference with the teacher, prior to submission to the Panel. A copy of the written reports will be provided to the principal/evaluator.
- The peer consultant shall submit an oral and written final report regarding the teacher's participation in PAR to the Panel no later than March 1. This report shall describe the measures of assistance provided to the teacher and describe the results of the assistance in the area or areas recommended for improvement. The final report shall become a part of the permanent teacher's personnel file. The teacher shall have the opportunity to attach his or her comments.
- The teacher and principal/evaluator may be present for the consultant's presentation and will be given an opportunity to respond to the report.

The Panel shall deliberate whether.

- The teacher has successfully completed the Program, or
- Further assistance and remediation will be successful with reasons in support of this conclusion.
- Notwithstanding the above, and while the term of this assistance shall normally be for one school year, the assistance may be extended to a second year if the Panel believes progress is being made, although the permanent teacher may not have returned to a "proficient" level of performance as determined by the principal/evaluator.
- The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the consultant, the principal/evaluator, and the permanent teacher or his or her Association representative.
- Neither the teacher, consultant, nor principal/evaluator may be present during deliberations of the Panel, which are confidential. The Panel may request additional information from any teacher involved in the Program.

- The decision of the Panel shall be reported to the teacher, the consultant, the principal/evaluator, and the Association representative, prior to it being forwarded to the Board of Education.
- The Panel shall report their findings to the Board of Education.

VI. Permanent Teacher Due Process Rights

- The permanent teacher shall be entitled to review all reports generated by the peer consultant prior to their submission to the Panel and to have affixed thereto his or her comments. To effectuate this right, the peer consultant shall provide the permanent teacher being reviewed with copies of such reports at least five working days prior to any such meeting.
- The permanent teacher shall have a right to be represented by the Association in any meetings of the Panel to which they are called, and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.
- The permanent teacher shall have the right to timely progress reports.
- The permanent teacher shall have the right to present reasons why a specific peer consultant should be replaced and another consultant substituted and to have those reasons considered.
- This Program in no manner diminishes the legal and contractual rights of bargaining unit members.

VII. Voluntary Teacher Peer Assistance Program

- A teacher may volunteer for the peer assistance program. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any voluntary participants.
- The consultant and teacher will meet to determine the volunteer teacher's needs and jointly develop an Assistance Plan. This plan will draw from the course of assistance that is available through the PAR Program enumerated above and include timelines.
- Consultants will provide oral and written feedback documentation to the volunteer teacher. Communication between a voluntary participant and his or her consultant concerning participation in the Program shall remain confidential.
- Documentation will not be placed in the personnel file only so long as participation continues to be on a voluntary basis.
- The volunteer teacher may terminate his or her participation in the Program at any time.

VIII. Miscellaneous Provisions

- Expenditures for the Program shall not exceed revenues received from the state for the PAR Program. The district shall notify the association in writing regarding the PAR revenue apportionment for the current fiscal year.
- It is understood that the funds received shall be appropriated in the following order:
 1. PAR,
 2. BTSA,
 3. Staff Development.
- It is the intent of the District and the Association that this Article remain in effect for as long as specific state funding for the California Peer Assistance and Review Program for Teachers is received by the District. If state funding for the PAR Program is eliminated, this Article shall expire and have no force or effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the PAR Program has lost funding.
- The District and Association agree that this Article shall be reopened if either the Education Code Section 44500, et seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

IX. Governing Board Review of Recommendations by Panel

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

X. Records

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

XI. Non-Management/Supervisory Status

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

XII. Association Representation

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

Appendix H: Sabbatical Leave Application

GOLD OAK UNION SCHOOL DISTRICT

SABBATICAL LEAVE APPLICATION

I would like to apply for a paid sabbatical leave for the _____ school year. I plan to attend _____ (name of college/university) to pursue units/degree in the area of _____. This additional education is applicable to my teaching program and will benefit the students of this district in the following way(s):

I have consulted Article XVI Section 15 of our negotiated agreement and am aware that if approved, I have an obligation to return to the Gold Oak Union School District for at least two (2) years (one year if the sabbatical leave is for one semester or less) and will be paid as described in this article.

This form must be submitted to the Superintendent on or before February 15th of the school year preceding the year of the sabbatical leave request.

Employee Signature

Date:

Superintendent's Signature

Date:

Appendix I: Request for Unpaid Leave of Absence

GOLD OAK UNION SCHOOL DISTRICT

Certificated Employee Request for Unpaid Leave of Absence

I am requesting an unpaid leave of absence on _____
Month Days Year

Reason for request:

Employee's Name

Employee's Signature Date

Principal's Signature Date

Board Disapproval Date

Board Approval Date

This document must be submitted to the District Office at least 5 days prior to the Board Meeting prior to the intended unpaid leave.

(A copy of this approved/disapproved request shall be forwarded to the employee after required signatures are completed.)

GOLD OAK UNION SCHOOL DISTRICT

Certificated Employee Request for Unpaid Leave of Absence – Family Member

I am requesting an unpaid leave of absence on _____
Month Days Year

Reason for request:

Employee's Name

Employee's Signature Date

Principal's Signature Date

Board Disapproval Date

Board Approval Date

This document must be submitted to the District Office at least 5 days prior to the Board Meeting prior to the intended unpaid leave.

(A copy of this approved/disapproved request shall be forwarded to the employee after required signatures are completed.)

Appendix J: Early Retirement Work for Benefits Proposal

Memo

To: All Certificated Staff Members

From: Gold Oak Union School District

Date:

Re: Early Retirement for Benefits Program

As you are aware, we have an Early Retirement Work for Benefits program as a part of our negotiated settlement. To take advantage of this program, it is necessary for you to inform the district by February 1st by completing the attached form.

I have also attached a copy of the actual Early Retirement Work for Benefits contract article, which may help you make your decision.

If you have any questions, please feel free to contact the District Office.

Gold Oak Union School District

Early Retirement Work for Benefits Program

I would like to apply for the early retirement option under the provisions of Article XVII, Section 2.c. of the contract. I plan to retire on _____.

I have consulted with a STRS representative and I am eligible to retire.

I understand that I am provided the opportunity to work for benefits per Article XVII, Section 2.c. I would be interested in the following areas:

☐ Substitute teaching

☐ Working on staff development programs

☐ Providing aid to new teachers

☐ Developing curriculum

☐ Teaching in the Promotion/Retention Intervention Program

☐ Other: _____

I understand that the Superintendent and I shall develop a plan consistent with the needs of the District and that all contracts for Early Retirement Work for Benefits Program must be approved by the Board and shall be in effect for a period of one fiscal year.

This form must be submitted by February 1st.

Employee's Signature

Date

Received by Signature

Date

Appendix K: Stipends

Stipend List

1. Certificated Stipends

	Annual Rate
504 Coordinator*	\$400.00
IEP Coordinator*	\$900.00
Mentors - TIP (BTSA) Support	\$2,300.00
School Enrichment- 6-week program (ELOP, Choir, Band, Lunch Tutorial/Detention, Recess Academy)	\$300.00
Special Event Coordinator (Spelling Bee*, Oral Interpretation*, Science Camp, Unified Sports)	\$600.00
Science Camp Overnight Chaperone	\$400.00
Student Council Advisor*	\$900.00
Yearbook Coordinator*	\$900.00

*One Stipend per site (may be shared)

2. Coaching Stipends

	Annual Rate
Athletic Director	\$2,000.00
After School Sports Coach (i.e.- Basketball, Cross Country, Flag Football, Soccer, Track and Field, Wrestling, Volleyball)	\$900.00

Enrichment/ Special Event Activity Proposal

School site: _____

Teacher/Staff requesting to lead activity: _____

Activity/Event: _____

Date range for activity: _____

Days of week and Time offered: _____

**if during staff lunch or prep period, staff is voluntarily waiving the duty-free time and will receive the corresponding stipend.*

Facility needs (if applicable): _____

Please provide a description of the activity and how it will enrich the students who participate:

Staff Signature: _____

Date: _____

Approval Authorization

☐ Site Administrator signature: _____

☐ Superintendent signature: _____

☐ Copy of approved request submitted to District Office

Appendix L: Tentative Master Schedule

PV Tentative Master Schedule for 2024 – 2025

	6 th ELA History	6 th Math Science	P.E.	7/8 History	7/8 ELA	7/8 Science	7/8 Math	RSP	Notes
1	6A ELA	6B Math	8CC	Prep	7B ELA	7A Science	Algebra	6/7 Math	
2	6B ELA	6A Math	7A P.E.	8A History	Prep	8B Science	7B Math	6/7 ELA	
3	6A History	Prep	6A P.E.	8B History	8A ELA	7B Science	7A Math	Prep	
4	6B History	6A Science	7B P.E.	7A History	8B ELA	8A Science	Prep	8 ELA	
5	6A Study Hall	6B Study Hall	Algebra	7B History	7A ELA	Prep	8CC Math	8 Math	
6	Prep	6B Science	6A P.E.	Study Hall	Study Hall	Study Hall	Study Hall	Study Skills	

*RSP classes are B classes (6B, 7B, 8B): See special cases below.

	7 th RSP w/Reg Math	7 th RSP w/Reg English	7 th w/Reg Math & Eng	8 th RSP
1	Science (7A)	Math	ELA (7B)	P.E.
2	ELA	P.E. (7A)	Math (7B)	Science (8B)
3	Math	Science (7B)	Science (7B)	History (8B)
4	P.E. (7B)	History (7A)	P.E. (7B)	ELA (8B)
5	History (7B)	ELA (7A)	History (7B)	Math (8CC)
6	Study Hall	Study Hall	Study Hall	Study Hall

SAMPLE