AGREEMENT BETWEEN

THE

SNELLING-MERCED FALLS ELEMENTARY

SCHOOL DISTRICT AND

SNELLING-MERCED FALLS TEACHERS

ASSOCIATION

Effective

July 1, 2016 – June 30, 2019

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ARTICLE I: AGREEMENT

This is an agreement made and entered into this ___ day of May, 2017, between the Snelling-Merced Falls Elementary School District (hereinafter known as "District") and the Snelling-Merced Falls Teachers Association (hereinafter referred to as ("Association").

SIGNATURES

SNELLING BOARD OF EDUCATION	SMFTA OFFICERS
FOR THE BOARD	FOR THE ASSOCIATION
Sandi W. Schell	Joyce E. Mattos
Frank Gasper	Karen White
Miguel Vargas	Jack Greenus

ARTICLE II: TERM

A. This Agreement shall remain in full force and effect up to and including June 30, 2019.

B. With the language herein, the parties have an agreement for the 2016-2017 school year. For 2017-2018 and 2018-2019 negotiations, the parties shall negotiate salaries, fringe benefits and up to three (3) additional re-openers per party.

ARTICLE III: RECOGNITION

The Snelling-Merced Falls Elementary School District recognizes the Snelling-Merced Falls Teachers Association as the exclusive representative of all the members in the Unit set forth below:

Shall Include: All Certificated members.

Shall Exclude: All part-time and full-time management members, all confidential members, and substitute teachers.

ARTICLE IV: NEGOTIATION PROCEDURES

A. Exclusive Representative: Initial proposals which relate to matters within the scope of meeting and negotiating shall be presented to the Board of Education at a public meeting and thereafter be public record. Meeting and negotiating shall not take place until at least seven (7) days have elapsed to give the public an opportunity to become informed regarding the proposals and to express itself publicly at a public hearing set by the Board of Education.

B. Board of Education: Once the public has had an opportunity to express itself at a public hearing, the Board shall adopt, in a public meeting, its initial proposal in response to the proposals submitted by the exclusive representative or as an independent proposal that will be submitted to the exclusive representatives as a topic upon which the Board wishes to meet and negotiate.

C. New Subjects: During the meet and negotiate process, new subjects not presented in the initial proposals shall be reduced to writing and become a matter of public record within twenty-four (24) hours.

D. At the end of each negotiation session the date (if any) for the next session will be mutually agreed upon.

E. The agreement reached between the parties shall be reduced to writing and signed by them.

F. After the final agreement has been made, the District will provide each member covered by this Agreement a copy of the Agreement, and also, each new Unit member hired during the Agreement's duration. Cost of printing final agreement shall be borne equally between the Association and the District.

ARTICLE V: ASSOCIATION RIGHTS

A. The Association and its members shall have the right to use of school facilities during non-student contact times for Association business. The site administrator may deny permission if the facilities have been previously reserved or if the usage by the Association would interfere with scheduled school activities, occur during student contact time or constitute political activity that would violate Education Code section 7054.

B. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in areas frequented by Unit members in each school building. The Association may use the regular District mail service and teacher mail boxes for communications to Unit members. The Association may access E-mail for organizational use excluding internal or external political campaigns.

C. Representatives of the Association may conduct official Association business with Unit members during the normal workday during non-student contact time as long as there is no interruption of classes or student instruction time. Association representatives may be called upon to represent Unit members during instructional time if circumstances require representation for a Unit member. Official representatives of the Association shall report to the school or District Office before visiting any member on the premises of the school or District building.

D. The Association's faculty representative may schedule school Unit member meetings for Association business. The District shall provide the Association with an agenda item to announce Association meetings at regularly scheduled staff meetings.

E. Nothing in these rules shall be construed to withhold from any individual Unit member the rights and privileges he/she may possess as an individual member of the school district.

F. The District will comply with the terms of Education Code section 44987 for leave to elected Association officers to attend to designated Association business.

ARTICLE VI: HOURS

A. Unit members who are teachers shall be on campus and responsible for instructional and other assigned duties for seven (7) hours per day, inclusive of lunch. Unit members shall work 180 student contract days and three (3) work days for a 183 day work year. Included in this time shall be up to two (2) days for District approved professional development, and one (1) teacher work day. In addition, there shall be up to two (2) additional professional development training days scheduled by the District.

B. Unit members will be dismissed at the time of student dismissal on the following days:

1. Day before Thanksgiving recess
2. Day before Christmas recess
3. Day before Easter recess
4. Last day of school

C. All Unit members shall be entitled to a thirty (30) minute duty free lunch.

D. The normal teacher work day shall be from 8:00 a.m. until 3:05 p.m. In addition to the normal work day, Unit members are required to attend Open House, Back to School Night, the Christmas Program and Parent – Teacher Conferences twice a year when needed.

E. Teachers shall be provided preparation time daily from 8:00 a.m. – 8:35 a.m.

ARTICLE VII: PREPARATION PERIOD

In addition to the preparation time specified in Article VI.E above, the District will provide a shortened day for group planning and lesson preparation every Tuesday unless the Superintendent or designee moves or cancels the minimum day due to faculty meetings, schedule, calendar or holiday conflicts. This time, 2 p.m. – 3 p.m., shall be used for teacher led collaboration and/or lesson design unless a faculty meeting is scheduled.

ARTICLE VIII: CLASS SIZE

A. The District will maintain class sizes as required by law or regulation in those classes that are grade span adjustment ("GSA" classes).

B. The District will attempt to maintain equitable class sizes throughout the District as far as practicable and reasonable. In the event of unreasonable class size, the District and Association shall meet to negotiate possible alternatives to reduce the

class size or otherwise reduce the impact on the Unit member teaching the class in question.

ARTICLE IX: TEACHING CONDITIONS/SAFETY

A. Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well-being.

B. Unit members shall promptly notify the District whenever unsafe or unhealthy conditions are encountered. The District will take immediate steps to eliminate unsafe or unhealthy conditions.

ARTICLE X: SAFETY FOR UNIT MEMBERS

A. Known violations of the California Occupational Safety Hazards Act (CAL OSHA) or the California Health and Safety Code shall be reported to the District immediately.

B. Any case of assault upon a Unit member shall be reported promptly to the immediate supervisor by that Unit member or any other Unit member observing or having knowledge of the assault.

C. 1. Incompliance with Education Code section 49079, a Unit member shall be provided reasonable notice of the suspension or expulsion of a student which occurs within the prior three (3) years of a student enrolling in his/her class who has been a student in the District by way of the District's Schoolwise program

2. If a student transfers from outside the District, the Unit member shall be notified of any suspension or expulsion noted on the student's records by way of the District's Schoolwise program

ARTICLE XI: LEAVE PROVISIONS

A. As used in this article, "Immediate Family" shall be limited to mother, father, grandmother, grandfather, or a grandchild of the Unit member or of the spouse of the Unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, legal guardian, foster child of the Unit member or any domestic partner or other relative living in the immediate household of the Unit member.

B. Personal Illness and Injury Leave:

1. Full-time Unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. This leave is accumulative without limit.

2. After all earned leave, as set forth in B.1. above, is exhausted, additional non-accumulated differential leave shall be available for a period not to exceed five (5) school months, provided that the provisions of B.4. below are met. The amount deducted for leave purposes from the Unit member's salary shall be the normal amount paid a daily substitute member employed to fill the position during the leave, or, if no substitute is employed, the amount that would have been paid to the substitute had a substitute been employed. The five (5) month period shall begin to run on the tenth (10th) day of absence due to illness or injury, or when all accumulated leave has been exhausted.

3. If a Unit member does not utilize the full amount of leave as authorized in B.1 above in any school year, the amount not utilized shall be accumulated from year- to-year.

4. If the illness or injury exceeds three (3) consecutive days, or if the District has a good faith suspicion of potential leave abuse, upon request by District management, a Unit member shall be required to present a medical doctor's certificate and/or a medical authorization to return to work.

5. Whenever possible, a Unit member must contact his/ her immediate supervisor as soon as the need to be absent is known.

6. A Unit member who is absent for one-half (1/2) day or less (before or after 11 a.m.) shall have deducted one-half (1/2) day from the accumulated leave; and if the absence exceeds more than one-half (1/2) day, a full day shall be deducted from accumulated leave.

C. Personal Necessity Leave:

1. Seven (7) days of leave which is credited under B.1. of the Article may be used, at the Unit member's election, for purposes of personal necessity.

2. "Personal necessity" is defined as situations dealing with business or personal emergencies that cannot be dealt with before or after the school day.

3. A teacher shall not be required to secure advance permission to use Personal Necessity Leave in cases of death or serious illness of a member of the immediate family or an accident involving the Unit member's person or property, or the person or property of a member of the Unit member's immediate family.

4. A Unit member may use up to one (1) day per year of this leave without explaining the reason for the time off ("no tell" days). Leaves are not intended to allow a Unit member to work elsewhere or to extend a holiday or weekend or to engage in concerted activity, plus no more than one (1) teacher per day except with Principal approval may use this leave.

B. Bereavement Leave:

1. A Unit member shall be entitled to a maximum of three (3) days leave of absence or five (5) days leave of absence if out-of-state travel, or five (5) days leave of absence for in-state travel if the Unit member drives more than 300 miles one way to services, without loss of salary or deduction from other leave benefits in this article, on account of the death of any member of his or her immediate family as defined in Section A, provided the leave is taken within one (1) year of the death of the immediate family member. This leave shall be in addition to leave credited under B.1 of the Article.

2. A Unit member shall notify the District as soon as possible and also state the expected duration of the absence to enable the District to secure a substitute.

C. Leave for Pregnancy Disability:

1. Unit members are entitled to use accumulated sick leave as set forth in B.1 and B.2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom, on the same terms and conditions governing leaves of absence from other illness or medical disability. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit member and the Unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination by the Unit member's physician.

2. Unit members may apply for leave not to exceed one (1) school year without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom, when sick leave, as set

forth in B.1 and B.2 has been exhausted. If this leave is granted, the date on which the Unit member shall resume duties shall be determined by the Unit member on leave and the Unit member's physician.

3. Unit members are eligible for parental bonding leave as described in Ed. Code 44977.5.

D. Industrial Accident Leave:

1. Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for workers' compensation under the District's compensation insurance plan.

2. Such leave shall not exceed sixty (60) days during which the District is required to be in session or when the Unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

3. The District has the right to have the Unit member examined by a physician from a list of three (3) physicians designated by the District to assist in determining the length of time during which the Unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved. The cost of the examination will be paid by the District.

4. For any days of absence from duty as a result of the same industrial accident, the Unit member shall endorse to the District any wage loss benefit check from the District's compensation insurance plan, which would make the total compensation from both sources exceed one hundred percent (100%) of the amount the Unit member would have received as salary had there been no industrial accident or illness. If the Unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the Unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the Unit member.

E. Judicial Leave:

1. Unit members will be provided leave for regularly called jury duty and to appear as a witness in court other than as a litigant, for reasons not brought about through the connivance or misconduct of the Unit member. The Unit member shall submit, when possible, a written request for an approved absence not less than five (5) days prior to the beginning date of the leave or as a witness.

2. The Unit member, while serving jury duty, will receive full pay and will then turn jury check, if received, over to the District.

F. Other Leaves Without Pay:

Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, or seniority credit may be granted to teachers for up to one (1) school year. Unit members on such leave may continue in the District fringe benefit plans by paying the total premium in a manner as prescribed by the District. The application for and granting of such leave of absence shall be in writing. In addition, a Unit member on such leave shall notify the District Personnel Office by March 1 of the school year as to intent to return to employment in the District. Failure to notify will be considered abandonment of position.

G. Family Medical Leave:

Members may be entitled to twelve (12) weeks annually of Family Care and Medical Leave pursuant to state and federal law for illness of the member or dependent or for dependent care provided they have worked at least 1250 hours or been a full time teacher for the District in the prior year.

ARTICLE XII: ASSIGNMENT, AND FILLING OF VACANCIES

A. The District management shall make preliminary assignments within the school for the ensuing school year as soon as administratively practicable, if possible before May 15th.

B. Assignments shall consist of subject matter and/or grade level(s) responsibilities.

C. Unit members affected by change in preliminary assignment shall be given notice before the change is effectuated.

1. Unit members whose preliminary grade level assignment is changed after September 1 will be granted three (3) days release time to prepare for new assignments.

2. Transfers or assignments will not be done in a punitive manner, nor shall they be arbitrary and/or capricious.

D. Subsequent to the issuance of preliminary assignments, according to Sections A through C above the District management shall post, in the break room, a list of all known vacancies for the ensuing school year.

E. For the purposes of this provision, a vacancy is any Unit position which remains unfilled after assignments, pursuant to Sections A through C above, or any Unit

position which was filled on an interim basis after the first ten (10) unit work days of the prior school year.

F. No posted vacancy shall be permanently filled until five (5) days after notice of the vacancy has been posted. After August 15, no posting shall be required.

G. Internal staff shall be given first consideration for the posted position assuming all qualifications for the job are met.

ARTICLE XIII: FRINGE BENEFITS

A. The District shall pay premiums as follows for the fringe benefit package that is currently offered through SISC, which provides coverage for medical, dental and vision for the Unit members and their eligible dependents. The District will pay the medical premium up to an annual "cap" of $14,000.00 (Fourteen Thousand Dollars) with the members paying the remainder of the annual premium through payroll deductions.

ARTICLE XIV: GRIEVANCE PROCEDURE

A. Informal Level: Before filing a formal written "grievance," the "grievant" shall attempt to resolve it by an informal conference with his/ her "immediate supervisor." A "grievance" is defined as a violation, misinterpretation or misapplication of this Agreement.

B. Level One (1): Within thirty (30) days after the occurrence of the act giving rise to the grievance, the grievant must present his/her grievance in writing to his/her immediate supervisor. It should be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought. The supervisor shall communicate his/ her decision to the Unit member in writing within ten (10) days after receiving the grievance.

C. Level Two (2):

1. If the Grievant is not satisfied with the decision at Level One, he/she may request, within fifteen (15) days after receipt of Level One decision, that the Association submit the grievance to the Governing Board.

2. The Governing Board shall render a decision as to the grievance at its next regularly scheduled meeting which shall be put in writing, or if the grievance is not received at least five (5) days in advance of the Board meeting, then at the next regularly scheduled meeting. The decision of the Governing Board shall be final.

D. Rights of Representation: A Unit member alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative.

E. No Reprisals: No reprisals of any kind will be taken by the District, the Association, or any member of the Association against any aggrieved party, any member of the Association or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous:

1. Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

2. When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to the Superintendent, be released without loss of pay in order to permit participation in the foregoing activity.

3. 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.

ARTICLE XV: PROFESSIONAL DUES, FEES & PAYROLL DEDUCTION

A. Dues deduction:

The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by Unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from Unit members.

Any Unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the Unit member each month for ten (10) months. Deductions for Unit members who sign such authorization

after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

With respect to all sums deducted by the District, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of Unit members, including their names and addresses for whom deductions have been made.

B. Fair Share Service Fee:

Pursuant to Government Code Section 3546 all certificated employees within the bargaining unit as a condition of continued employment shall, within thirty (30) days *of* employment, either become members in good standing of the Association or pay to the Association a fair share service fee. This fee shall not exceed the periodic dues of the Association and shall cover the cost of negotiation, contract administration, and other activities of the Association that are germane to its functions as the exclusive representative.

The Association shall notify the District in writing as to the amount of the fair share service fee and the specific names of the employees from which the service fee is to be deducted. The District's obligation to deduct the fee from an employee's wages and to pay it to the Association pursuant to Government Code Section 3546(a) shall arise only after receipt of this written notification from the Association. However, nothing contained herein shall prohibit an employee from paying the fair share service fee directly to the Association. If the employee elects to pay the fair share service fee directly to the Association, it is the Association's obligation to notify the District in writing that the employee has exercised this option.

C. Religious Objectors:

Any certificated employee who qualifies as a religious objector shall not be required to join the Association or pay a fair share service fee as a condition of employment. In lieu of paying a fair share service fee, a religious objector shall be required to pay an amount equal to such fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. Foundation to Assist California Teachers (FACT)
2. American Cancer Society; or
3. American Heart Association.

As a condition of qualifying for religious objector status, the employee shall submit proof of payment to the Association on an annual basis. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the fair share service fee has been paid. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Proof

of payment shall also be submitted to the Association on or before the due date for payment of membership dues or the fair share service fee.

With respect to all sums deducted by the District whether for membership dues or fair share service fee, the District agrees to remit such sums promptly to the Association.

D. Hold Harmless:

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the fair share service fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE XVI: SALARY PLACEMENT AND ADVANCEMENT

A. General Provisions:

All Unit members shall provide the District within thirty (30) days after employment, information which will ensure placement on the proper step of the salary schedule. Such placement shall be based on degree(s), years of teaching, credential and units earned beyond the degree as follows:

1. Year-for-year for up to eight (8) years teaching experience with a teaching credential in another district or another state..

2. Three quarter (3/4) or more of a school year providing actual service in the District will be counted as a full year experience credit.

3. Credit for service in non-comparable experience shall be evaluated by the Superintendent or designee and subject to Board approval.

B. Salary Schedule Horizontal Advancement:

Horizontal advancement on the salary schedule will be determined on the following basis:

1. Unit members shall submit proof of units completed before August 1st of each year to the Superintendent or designee. All such units shall be from accredited colleges and universities. Units are defined for purposes of this Article and Appendix A (Salary Schedule) as semester units.

2. If proof of applicable units is not provided to the District by the Unit member by August 1st of each year, then credit for any subsequently provided proof shall be credited to the Unit member the following year.

ARTICLE XVII: SALARY

The Parties agree to a salary increase of 3% in the first year of this agreement retroactive to July 1, 2016. The District shall pay Unit members' pursuant to the amended salary schedule for each year (Appendix A).

In addition to the salary schedule, the following additional stipends will be paid by the District:

A.	Athletics Coach (per sport)	$ 500
B.	Outdoor School teachers accompanying class	$ 500
C.	Summer School teachers	$ 30/hour
D.	Up to Two (2) Additional Professional Development	$ 250/day
E.	Tutorial	$ 30/hour

ARTICLE XVIII: DURATION OF BENEFITS

Should a Unit member's employment terminate, the District will make available, at the former Unit member's expense, continued medical benefit coverage under the COBRA plan and any applicable state law if the unit member is eligible for such benefit. The Unit members' current medical benefits will continue until the end of the month in which their employment terminates.

ARTICLE XIX: PUBLIC COMPLAINTS

The following procedures shall govern the resolution of complaints against Unit members:

A. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the Unit member in order to resolve concerns.

B. If a complainant is unable or unwilling to resolve the complaint directly with the Unit member, he/she may submit an oral or written complaint to the Superintendent/Principal. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so.

C. When a written complaint is received, the Unit member shall be notified within five (5) days.

D. A written complaint shall include:

1. The name of each Unit member involved.

2. A brief but specific summary of the complaint and the facts surrounding it.

3. A specific description of any prior attempt to discuss the complaint with the Unit member and the failure to resolve the matter.

E. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within thirty (30) days.

F. Parties should consider and accept the Superintendent/Principal or designee's decision as final. However, the complainant, the employee, or the Superintendent/Principal or designee may ask to address the Board regarding the complaint.

G. Before any Board consideration of a complaint, the Superintendent/Principal or designee shall submit to the Board a written report concerning the complaint, including, but not limited to:

1. The name of each employee involved.

2. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response.

3. A copy of the signed original complaint.

4. A summary of the action taken by the Superintendent/Principal or designee, together with his/her specific finding that the problem has not been resolved and the reasons.

H. The Board may uphold the Superintendent/Principal's decision without hearing the complaint.

I. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.

J. A closed session may be held to hear the complaint in accordance with law.

K. The decision of the Board shall be final.

Any complaint of child abuse or neglect alleged against a Unit member shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation.

ARTICLE XX: DISTRICT RIGHTS

The District shall retain the sole right to establish, adopt, publish, change, amend and enforce rules and policies, not in conflict with the terms of this Agreement. The failure by the District to strictly enforce rules and policies shall not be deemed a waiver of the District's right to enforce compliance.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this collective bargaining agreement and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE XXI: EVALUATIONS

A. Each certificated employee shall be evaluated at least once (1) each school year for their first two (2) years. Certificated employees shall be formally observed and given constructive feedback at least once (1) each semester as part of the evaluation process. The employee shall be provided at least one (1) weeks' notice of the formal observation. Within three (3) school days of each formal observation, a conference shall be held between the evaluator and the teacher. The evaluation template shall be attached in this collective bargaining agreement as Appendix B.

B. After three (3) years of employment with the District. The performance of each certificated employee shall be evaluated and assessed on a continuing basis at least every other year. Certificated employees may be evaluated at least every five (5) years if all of the following conditions are met:

1. The employee has been employed by the district at least ten (10) years.

2. The employee's previous evaluation rated him/her as meeting or exceeding standards.

3. The evaluator and the employee agree to this schedule. Either the evaluator or the employee may withdraw consent at any time.

C. If a certificated employee has received an unsatisfactory evaluation, he/she may be evaluated annually until he/she receives a satisfactory evaluation.

D. The Superintendent/Principal or designee shall assess the performance of certificated instructional staff as it reasonably relates to the following criteria:

1. Students' progress toward meeting district standards of expected achievement for their grade level in each area of study.

2. The instructional techniques and strategies used by the employee.

3. The employee's adherence to curricular objectives.

4. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibilities.

5. The evaluation of certificated employee performance shall not include the use of publishers' norms established by standardized tests.

E. Certificated instructional employees shall receive a written copy of their evaluation no later than April 15th of the school year in which the evaluation takes place. No later than thirty (30) days before the last scheduled school day of the school year, the employee and the evaluator shall meet to discuss the evaluation. After the evaluation is discussed the employee may attach a written response to the evaluation.

F. Evaluations shall include recommendations, if necessary, as to areas in need of improvement in the employee's performance. If an employee is not performing satisfactorily the Superintendent/Principal or designee shall so notify the employee in writing and shall describe the unsatisfactory performance. The Superintendent/Principal or designee shall confer with the employee, make specific recommendations as to areas needing improvement, and endeavor to provide assistance to the employee in his/her performance.

ENCLLINO MERCED FALLS ELEMENTARY SCHOOL DISTRICT
2016-2017 CERTIFICATED SALARY SCHEDULE

3% Salary increase over 2015-2016

STEP	I BA	FTE	II BA +15	FTE	III BA +30	FTE	IV BA +45	FTE	V BA +60	FTE	VI BA +75	FTE
1	39,549	-	40,885	-	42,220	1.00	43,868	-	45,676	-	47,404	-
2	40,885	-	42,220	-	43,554	-	45,206	-	47,010	-	48,738	-
3	42,220	-	43,554	-	43,795	-	46,540	-	48,344	-	50,073	-
4	43,554	-	44,890	-	46,224	-	47,872	-	49,681	-	51,409	-
5	44,890	-	46,224	-	46,400	-	49,211	-	51,016	-	52,742	-
6			47,558	-	48,896	-	50,545	-	52,350	-	54,076	-
7			48,895	-	50,229	-	51,880	-	53,686	-	55,414	-
8			50,229	-	51,567	-	53,214	-	55,023	-	56,746	-
9			51,565	-	52,429	1.00	54,550	-	56,356	-	58,085	-
10			52,899	-	54,235	-	55,884	-	57,691	-	59,421	1.00
11					55,571	-	57,220	-	59,027	-	60,755	-
12					56,905	-	58,553	-	60,362	-	62,090	1.00
13					58,239	-	59,890	-	61,697	-	63,424	-
14					59,576	-	61,225	-	63,030	-	64,759	-
15					60,911	-	62,559	-	64,366	-	66,095	-
16							63,812	-	65,653	-	67,416	-
17							65,055	-	66,932	-	68,731	1.00
18							66,292	-	68,205	-	70,038	-
19							67,518	-	69,467	-	71,334	-
20							68,733	-	70,716	-	72,616	-
SP											42,725	1.00
T	-	-	-	-	94,649	2	-	-	-	-	232,967	3.00
												5

EMPLOYER PAID TAXES	2016-2017
Social Security	
Medicare	1.450%
Workers Compensation	1.65%
State Unemployment	0.05%
STRS	12.580%
	15.73%

Total Salaries	327,616	T. FTE
Increase	11,406	-
Statutory Benefits	1,794	
	13,200	
Increase over PY	11,406	
3.69%	-	check

Cost 1% Supt.		Cost of 1% Tchrs	Step/Column	Other	% INCRS	Total Incrs Over PY
$ 1,021	Salaries	$ 2,255	Salary 4,708	(370)	7,068	$ 11,406
161	Benefits	355	Benefits 741	(58)	1,112	1,794
$ 1,182		$ 2,609	5,449	(428)	8,180	$ 13,200
		$ 3,791				

-24% Incs ov PY

EMPLOYEE	Column	Step	Annual	HRS	DAYS	RATE	STEP INCRS.	Other	Proposed% Incrs.	% Incrs. Over PY	Total Incrs. Over PY	FTE
Burrows, Zachary	III	9	52,429				837		1,527	4.72%	2,364	1.00
White, Karen	VI	12	62,090				1,297		1,808	5.26%	3,105	1.00
Estep, Kern	III	1	42,220				-	(370)	-		(370)	1.00
Mattos, Joyce	VI	17	68,731				1,277		2,002	5.01%	3,279	1.00
			225,470				3,411	(370)	5,337	5.00%	8,378	4.00
						Benes	537	(58)	840	Average		
Roicd Bickford						Total	3,948	(428)	6,177		FTE Only	4.00
							-32.67%				Supt.	1.00
			327,616									5.00
		Check	-								ck	-

EMPLOYEE	Column	Step	Annual	HRS	DAYS	RATE	STEP INCRS.	Other	Proposed% Incrs.	% Incrs. Over PY	Total Incrs. Over PY	FTE
Kahl, Alison	VI	SP	42,725				-		-	0.00%	-	1.00
Kahl, Alison-Tchr	VI	10	59,421				1,297		1,731	5.37%	3,028	
			102,146				1,297		1,731	2.68%	3,028	
	Check	-	$ 327,616			Benes	204	-	272			
	Statutory Benefits		51,534			Total	1,501	-	2,003			
			$ 379,150				1.81%		Net Total Increase over Prior Year		$ 11,406	
											-	check

STRS Incrsd Rate	1.850%	
Incrsd STRS Cost	$ 6,061	

% INCRS SPLIT

Sup	$ -	For C&S
Teachers	$ 8,180	For C&S
	$ 8,180	

Snelling Merced Falls School District
EVALUATION OF TEACHING PERFORMANCE

Teacher _____ Date _____

School _____

Grade/ Subject _____

Period Covered by this Evaluation _____

Date of Conferences _____

Date of Observations _____

Status of Teacher: _____ Temporary _____ Probationary

4 Exceeds Standard Expectations
3 Meets Standard Expectations
2 Developing Practice Consistent with Standard Expectations
1 Unsatisfactory -- Not Consistent with Standard Expectations

STANDARD I - Engaging and Supporting All Students in Learning	**4**	**3**	**2**	**1**
Connecting students' prior knowledge, life experience, and interests with learning goals				
Using a variety of instructional strategies and resources to respond to students' diverse needs				
Facilitating learning experiences that promote autonomy, interaction, and choice				
Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful				
Promoting self-directed, reflective learning for all students				
STANDARD II - Creating/Maintaining an Effective Environment for Student Learning	**4**	**3**	**2**	**1**
Organizing the physical environment				
Planning and implementing procedures and routines				
Establishing a climate of fairness and respect				
Promoting social development and responsibility				
Establishing and maintaining standards for student behavior				
Using instructional time effectively				
STANDARD III - Understanding and Organizing Subject Matter	**4**	**3**	**2**	**1**
Demonstrating knowledge of subject matter content				
Organizing curriculum to support student understanding				
Integrating ideas and information				
Developing student understanding-instructional strategies				
Using materials, resources, and technologies				

STANDARD IV - Planning Instruction and Designing Learning Experiences for All	4	3	2	1
Drawing on student's background, interests & developmental learning needs				
Establishing goals for student learning				
Developing and sequencing instructional activities				
Designing long and short term plans				
Modifying for student needs				
STANDARD V - Assessing Student Learning	**4**	**3**	**2**	**1**
Establishing learning goals for all students				
Using multiple sources of information to assess				
Involving & guiding students assessing their own learning				
Using the results of assessments to guide instruction				
Communicating with students and families about student progress				
STANDARD VI - Developing as a Professional Educator	**4**	**3**	**2**	**1**
Reflecting on teaching and learning				
Engaging families in student learning				
Using community resources to support student learning				
Working with colleagues to improve teaching and learning				
Pursuing opportunities to contribute and grow professionally				
Balancing professional responsibilities				

Teacher Comments:

Teacher Date Evaluator

Teachers have the right to respond to all evaluation documents presented.