

AGREEMENT

BETWEEN THE

BOARD OF TRUSTEES

OF THE

CENTRAL UNION HIGH SCHOOL DISTRICT

AND THE

EL CENTRO SECONDARY TEACHERS'
ASSOCIATION

FOR

2015-2018

Adopted June 23, 2015



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Bargaining Agreement Language Follows

PREAMBLE

The provisions contained herein constitute a bilateral contract between the Governing Board of the Central Union High School District, hereinafter referred to as the "DISTRICT," and the El Centro Secondary Teachers' Association, affiliated with the California Teachers' Association and the National Education Association for purposes of meeting and negotiating, hereinafter referred to as the "ASSOCIATION."

This Agreement shall be effective on the date of ratification by both parties up to and including December 10, 2013, unless specifically noted otherwise.

CHAPTER I

RECOGNITION, DUES AND ASSOCIATION RIGHTS

A. RECOGNITION

For purposes of meeting and negotiating, the DISTRICT recognizes the ASSOCIATION as the exclusive representative for all certificated employees (excluding management and those teachers outside the regular teaching staff employed as substitute, summer school teachers, regular adult education teachers, and home teachers).

The following employees are hereby designated as certificated management:

Superintendent, Assistant Superintendent, Principals, Assistant Principals, Adult Education Coordinator, Psychologists, and School Nurse/Health Services Coordinator.

Also excluded from representation in this classification are the following positions, which the Board hereby designates as confidential employees:

All persons serving on the Board of Trustees' Negotiating Team as representatives of the Board, as well as all employees privy to or having access to plans, data and memoranda relating to the negotiating position or employer-employee relations of the Board of Trustees. Also specifically excluded from recognition within this Contract are all classified positions.

The ASSOCIATION agrees that the unit is appropriate and that it will not seek a clarification or amendment of the unit, either as to the specific exclusions or the enumerated inclusions, unless ruled otherwise by the Educational Employment Relations Board.

B. DUES DEDUCTION

The DISTRICT will deduct from the monthly warrant of each employee the dues, initiation fees and assessments of the ASSOCIATION.

The DISTRICT will deduct defined amounts from the salary of any member of the unit and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs to the extent such deductions are permitted by law.

1. AGENCY FEE

- 1.1. The DISTRICT agrees to deduct agency fees, as required by SB 1960, from the pay of unit members who do not become members of the Association.
- 1.2. With respect to all sums deducted by the DISTRICT for membership dues or agency fees, the DISTRICT agrees to remit such monies promptly to the Association accompanied by alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the previously furnished list.
- 1.3. The ASSOCIATION and the DISTRICT agree to furnish each other any and all information needed to fulfill the provisions of this Article.

2. RELIGIOUS OBJECTORS

- 2.1. Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall have their pay deducted by the DISTRICT as described above and given to one of the following non-religious, non-labor organizations, or charitable foundations exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code, in lieu of a service fee, sums equal to such service fee:

- 1: El Centro Education Foundation
- 2: American Red Cross
- 3: Literacy Volunteers of America
- 4: American Diabetes Association

- 2.2. To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. Forms for this purpose may be obtained from the ASSOCIATION. If such religious exemption is found to be acceptable by the ASSOCIATION, the DISTRICT shall make a payment to the appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.
- 2.3. Proof of payment shall be made on an annual basis to the ASSOCIATION and DISTRICT as a condition of continued exemption from the agency fee. 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 agency fee has been made. 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. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

3. DISTRICT INDEMNIFICATION

- 3.1. As a condition of the effectiveness of this article, the ASSOCIATION agrees to indemnify DISTRICT contractual attorney fees and hold the DISTRICT, BOARD OF EDUCATION and individual school board members and all administrators in the DISTRICT harmless against any and all claims, demands, costs, lawsuits, judgments, or other forms of liability and DISTRICT'S costs, including all court or state administrative agency costs that may be sustained out of or by reason of

actions taken by the District for the purpose of complying with this article.

C. ASSOCIATION RIGHTS

1. The representatives of the ASSOCIATION shall have the right to make use of school buildings and facilities at all reasonable hours for ASSOCIATION business.
2. The ASSOCIATION shall have the right to post notices of activities and matters of ASSOCIATION concern on ASSOCIATION bulletin boards, at least one of which shall be provided in areas frequented by teachers. The ASSOCIATION may use the DISTRICT inter-district mail service, e-mail service, and teacher mailboxes for communications to teachers.
3. Authorized representatives of the ASSOCIATION shall be permitted to transact official ASSOCIATION business on school property at all reasonable times, so long as said activity does not interfere with the educational process. The site administrator shall be notified if the authorized representatives are not from the school being visited.
4. For the purposes of negotiations the DISTRICT and ASSOCIATION agree to a mixture of meetings between school hours and non-school hours. Up to four members from the ASSOCIATION, designated as members of the negotiating team, will be granted release time to meet with the Board's negotiating team at mutually agreed upon times. The team will be granted up to six days or twelve (12) half-days (a half-day is defined as not less than three hours) of released time. Substitute teacher costs to the DISTRICT for any additional negotiators shall be borne exclusively by the ASSOCIATION. The DISTRICT shall be reimbursed for said costs within seven days of presentation of the costs to the ASSOCIATION.
5. The exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law. All matters not specifically enumerated are reserved to the DISTRICT and may not be a subject of meeting and negotiating, provided that nothing herein may be construed to limit the rights of the DISTRICT to consult with any employee or employee organization on any matter outside the scope of representation.

D. ASSOCIATION PRESIDENT'S RELEASE TIME

1. 2015-2016 MOU language shall supersede provision in the Collective Bargaining Agreement.

CHAPTER II

TEACHER EVALUATIONS

- A. The DISTRICT shall evaluate and assess employee competency as it reasonably relates to the progress of pupils toward the standards of expected student achievement at each grade level in each area of study based on the California Standards for the Teaching Profession (CSTP).

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Students for Learning
6. Developing as a Professional Educator

- B. Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than September 7 of the year in which the evaluation is to take place.

The unit member being evaluated and the evaluator shall meet no later than September 15 to discuss: objectives and standards to be achieved during the evaluation period, general expectations of performance, and the evaluation procedure.

- C. Probationary unit members shall be evaluated each school year. An individual meeting for each probationary unit member will be held to preview the evaluation process.

If the evaluator and the probationary member do not reach mutual agreement on the member's specific goals and objectives, the evaluator and the unit member shall make a good faith effort to resolve the differences themselves. If the disagreement persists, the evaluator shall have the right to make a decision on such specific goals and objectives, but the evaluator shall first consider any input and recommendations from the Department Head and shall confer with the Superintendent or designee. The employee may attach a written statement indicating his/her disagreement with the specific goals and objectives.

The evaluation process shall include the following activities: Classroom observations shall last between thirty and ninety minutes; shall be followed by a conference with written feedback within ten school days of the observation; and shall ordinarily be three in number. The specific date and period of the first observation shall be made known to the unit member at least two days prior to its occurrence, and shall take place within the first eight weeks of the unit member's first workday. If a subsequent observation is for the purpose of seeing improvement in a specific aspect of the teaching, then the subsequent observation will not take place until ten school days after the previous observation's post conference. For probationary teachers the formative evaluation will be preceded by at least two classroom observations.

The immediate supervisor shall meet with first-year probationary employees within 20 school days of the close of the first semester to review the formative evaluation, including ratings and recommendations. At this meeting, the immediate supervisor shall review the teacher's performance in the first semester and inform the teacher whether any problems were noted.

For 1st year probationary employees, the summative evaluation form will be given to the teacher. A final evaluation conference between the 1st year probationary employee and evaluator shall be held no later than thirty days before the end of the school year to discuss the content of the final (summative) evaluation form.

For 2nd year probationary employees, the summative evaluation form will be given to the

teacher. A final evaluation conference between the second year probationary employee and evaluator shall be held no later than March 15th of that year to discuss the content of the final (summative) evaluation form.

- D. Permanent unit members shall be evaluated every other school year, beginning the 2nd year of permanent status, unless designated otherwise (see below).

The evaluation process shall include the following activities: Classroom observations shall last between thirty and ninety minutes; shall be followed by a conference with written feedback within ten school days of the observation; and shall ordinarily be two in number. The specific date and period of the first observation shall be made known to the unit member at least two days prior to its occurrence, and shall take place within the first eleven weeks of the unit member's first workday. If subsequent observation(s) are for the purpose of seeing improvement in a specific aspect of the teaching, then the subsequent observation will not take place until ten school days after the previous observation's post conference.

With agreement of both the unit member and the evaluator, the number of classroom observations may be reduced to two or one in case of obvious satisfactory performance by permanent unit members.

For permanent employees, the summative evaluation form will be given to the teacher. A final evaluation conference between the permanent employee and evaluator shall be held no later than thirty days before the end of the school year to discuss the content of the final (summative) evaluation form.

If the evaluator and certificated employee being evaluated agree, evaluation and assessment of the performance of each certificated employee shall be made at least every five years for personnel with permanent status who have been employed at least 10 years with the school district, who are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards. The certificated employee or the evaluator may withdraw consent at any time. Ed. Code 44664 Permanent teachers who are on a five year evaluation cycle shall participate in an alternative observation and feedback process between formal five year evaluations.

Alternative Evaluation Criteria

1. Candidates must have been employed by the Central Union High School District for ten (10) years prior to submitting an application for participation in the Alternative Evaluation process.
2. No candidate will be considered for the Alternative Evaluation process if they received marks of *1-Practice Not Consistent with Standard Expectation (Unsatisfactory)* on any of one (1) of the thirty-two (32) elements listed on the Summative Evaluation form.
3. Candidates must have received no more than four (4) *2's Practice Developing (Needs Improvement)* in the overall Summative Evaluation.
4. Candidates must have an overall average of 3.0 or better on the most recent Summative Evaluation.

5. Applications must be turned in to the site principal on or before October 15.
- E. A unit member who receives a negative formative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written evaluations. Such entitlement includes pre-observation conferences and post-observation conferences. The evaluator shall take positive action to assist 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:
 - Specific recommendations for improvement.
 - District assistance to implement such recommendations.
 - Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements.
 - Techniques to measure improvement.
 - Reasonable time schedule to monitor progress.
 - Release time shall be provided when required by the nature of the program or plan.
- F. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain ratings of "satisfactory" or "unsatisfactory." The certificated employee shall have the right to submit a written response to the evaluation. Such response shall become a permanent attachment to the employee's personnel file.
- G. The site Principal, or the administrator he/she designates, shall conduct evaluations. No unit member will be evaluated more than two consecutive evaluations by the same administrator.
- H. One year after the date of an unsatisfactory evaluation, the employee who received the evaluation may request a conference with the evaluator. If the evaluator agrees that the employee's performance has improved to the point that it is no longer unsatisfactory, a memorandum noting the improvement will be attached to the previous unsatisfactory evaluation.
- I. The DISTRICT reserves the right to visit classrooms or other job locations at any time.

CHAPTER III

TEACHER ASSIGNMENT AND TEACHER TRANSFER

A. DEFINITION OF TERMS:

1. An "assignment" is the class or classes, or job position given to an employee by the Superintendent or designee within his/her discretion.
2. A "transfer" is a voluntary or involuntary movement of an employee from one school to another school or from one department to another department in which the employee is not teaching a class.
3. A "vacancy" is a position for which no employee has been assigned.
4. Extra-duty/extra-curricular assignments are not covered by this Chapter.

B. ASSIGNMENT:

1. The Superintendent or designee shall assign all newly employed teachers to their specific assignments. The Superintendent or designee shall give notice of assignments to new teachers as soon as practical.
2. All other teachers shall be given written notice of their tentative teaching assignments for the forthcoming year by the last student contact day of the year.
3. The Superintendent or designee shall discuss with employees changes in assignment or transfers prior to any such changes being enacted. The District will attempt to discuss changes in assignment or transfers with all affected department heads before any change is made.
4. The DISTRICT reserves the right to seek the best-qualified applicant for any vacancy. The DISTRICT will advertise for any vacancy within the district for a period of not less than 14 calendar days. The district will concurrently advertise the position externally.
 - 4.1. A permanent status teacher meeting the minimum requirements for the posted position will be granted an interview for that position if he/she is available within a reasonable timeframe.
 - 4.2. When an interview of any applicant takes place in the District, the department chairperson of the candidate's field will assist the Superintendent or designee in the interview.
 - 4.3. When the department chairperson is not available, a reasonable attempt will be made by the Superintendent or designee to obtain a replacement for that person from the respective department.
 - 4.4. All department chairs, before leaving for summer vacation, shall leave a list of alternates to help with interviews over the summer.
 - 4.5. If no chairperson or replacement is available, the Superintendent or designee, as a last resort, may interview the candidate alone.

C. TRANSFER

1. Any vacant position, which becomes available for the next school semester shall be advertised concurrently inside and outside the District for a period of 14 calendar days.
 - 1.1. A permanent status teacher meeting the minimum requirements for the posted position will be granted an interview for that position if he/she is available within a reasonable time frame.
 - 1.2. Annually, on or about July 15th, the District will send out a written notification to teachers of anticipated teaching vacancies for the next semester.
2. A voluntary or involuntary transfer shall be based upon the following criteria in ranked order of importance:
 - 2.1. Best interest of the total educational program as determined by the Superintendent, following consultation with the department chair or alternates of the affected departments.
 - 2.2. Required credentials in area of transfer.
 - 2.3. Seniority in the DISTRICT.

2.4. Supplemental credentials and certificates.

2.5. Affirmative Action.

Teachers in the district, meeting the minimum qualifications and desiring a transfer shall be considered as candidates for openings needing to be filled.

The criteria above shall not be applied in an arbitrary or capricious manner.

3. Teachers desiring a transfer for the next school semester shall file a written request statement with the Director of Human Resources. The statement shall include a description of the transfer desired.

4. The Superintendent or designee shall discuss with employees changes in assignment or transfers prior to any such changes being enacted. The District will attempt to discuss changes in assignment or transfers with all affected department heads before any change is made.

4.1. If an involuntary transfer between two school sites occurs during the summer, the teacher shall be granted one (1) day at per diem to affect the move.

4.2 If the transfer is involuntary, and occurs during the regular school year, the teacher shall be granted two full work days to effect the transfer.

CHAPTER IV

CLASS SIZE

A. For the 2008-09 school year the following class size language will be implemented. At the end of the 2008-2009 school year the district and the ECSTA negotiating team will evaluate the data regarding class sizes and the amount teachers are compensated for overloads. If either side is not satisfied with the outcome by the end of the 2008-2009 school year, then the language below will be null and void on July 1, 2009 and the language in place during the 2007-2008 school year will be the official language again. However, alternative education classes will continue to be limited to 23 on the roster and they will continue to be compensated for student overloads in the same manner as the comprehensive high schools.

The “teacher daily maximum” student classroom enrollment for comprehensive and continuation school teachers shall not exceed the sum of the individual class limits specified in paragraph G of this chapter. Teacher daily maximum refers to each teacher’s total student count in their five base contract classes. Sixth (6th) period assignments will follow the same averaging just for six (6) classes rather than five (5), except for the following classes, which shall not be included in the teacher daily average: chorus, marching band, drill team, wind ensemble, and tall flags, in which case the average will be based on the remaining classes.

B. In the event that a student needs to be placed in a class in order to complete his/her normal progress toward graduation and no other seats are available in the same or similar subject area classes, the DISTRICT can request that a teacher accept an overload for a single period. If no teachers accept, and the DISTRICT has exhausted all other means of accommodating the student’s needs, the DISTRICT can require that a teacher accept an overload.

- C. The DISTRICT will only permit overloads in classes of teachers with less than two years experience if the overload cannot be accommodated by non-probationary teachers.
- D. Effective with the 2013-2014 school year, any time after the first 10 days of a semester the DISTRICT shall compensate each teacher who has an enrollment over the teacher daily maximum at the rate of \$6 per student per day.

Such compensation will only be made for students who continue in an overload status beyond the negotiated grace period defined in this paragraph, but will include compensation for all days in which the student was an overload, including the grace period, or who enter the class in an overload status at any time during the semester as long as that overload status continues beyond ten (10) school days. Whenever any class in any period has more than two (2) over the class size limit outlined below then such compensation will be made for those students beyond the two (2) over the class size limit regardless of the teacher's daily maximum. Whenever any class in any period has more than five (5) over the class size limit outlined below then the teacher will receive 1.5 times the overload compensation for those students beyond the five (5) over the class size limit regardless of the teacher's daily maximum.

- 2. Such compensation will only be made for students who continue in an overload status beyond the negotiated grace period defined in paragraph D, but will include compensation for all days in which the student was an overload, including the grace period, or who enter the class in an overload status at any time during the semester as long as that overload status continues beyond ten (10) school days. Whenever any class in any period has more than two (2) over the class size limit outlined below then such compensation will be made for those students beyond the two (2) over the class size limit regardless of the teacher's daily maximum. Whenever any class in any period has more than five (5) over the class size limit outlined below then the teacher will receive 1.5 times the overload compensation for those students beyond the five (5) over the class size limit regardless of the teacher's daily maximum.
- E. Class size limits as outlined in this chapter shall have no bearing on specially funded projects.
- F. All Special Education classes will be based on legal maximums.
- G. All classes will be limited to 34 students except performing groups such as chorus and marching band and as specified below:
 - 1. Creative writing classes will be limited to twenty-seven (27) students. All other English classes will be limited to thirty (30).
 - 2. All science laboratory and shop classes shall contain no more students than can safely be accommodated in the laboratory stations available. The teacher class limit will be twenty-nine (29).
 - 3. Physical education classes will be limited to a maximum of forty-one (41) students per class. Modified physical education classes will be limited to thirty (30) students per class.

4. Study Hall classes will have no more than sixty (60) students. No absent teacher's class shall be assigned to Study Hall unless the DISTRICT has complied with the following procedures:
 1. Determined that no substitutes are available from the approved substitute list;
 2. Determined that no teachers are available during their preparation period to
 3. substitute in another class section;
 4. Determined that no administrators and/or counselors are available;
 5. Determined that, in its sound discretion, the placement of students from classes of absent teachers into the Study Hall is necessary and appropriate.
5. Keyboarding classes shall be limited to a maximum of thirty-nine (39). In no event shall the number be greater than the number of keyboarding machines available in any class.
6. Foreign Language teacher classes will be limited to a maximum of thirty-one (31).
7. ELD, SEI and Bilingual teacher classes will be limited to a maximum of twenty-eight (28).
8. Algebra I teacher classes will be limited to a maximum of thirty-four (34). Math classes below the level of Algebra 1 will be limited to a maximum of thirty-two (32).
9. Alternative education teacher class limits will be limited to a maximum of twenty-three (23).
10. All drawing and ceramics classes will be limited to a maximum of twenty-nine (29). In no event shall the number of students be greater than the number of student stations, including the first 10 days of each semester.

CHAPTER V

WORKING HOURS AND CONTRACT DAYS

A. WORKING HOURS AND CONTRACT DAYS:

1. Teachers (all certificated except those listed in section B below) shall teach five (5) periods daily and have one (1) advisory period, subject to any changes mandated by law. In addition, each classroom teacher shall be assigned one period preparation period equal in length to a regular teaching period. Non-classroom certificated employees will have the autonomy to integrate preparation time into their regularly scheduled workday. Special education teachers shall teach four (4) periods and have one (1) advisory period, and in addition, shall be assigned one preparation period and one special education resource period, the use of which shall be determined by the District after consulting with the Special Education Department. Teachers assigned to the alternative school, Desert Oasis High School, shall have five (5) student contact periods, one (1) advisory, and one (1) preparation period.

Beginning with the 2014-2015 school year, an increase in 2% additional work time for each ECSTA bargaining unit member (187 days x 7 hour days = 1309 hours x 2% = 26.18 additional hours) was implemented.

Beginning with the 2015-16 school year, an additional increase of 2% work time for each ECSTA bargaining unit member (187 days x 7 hour/9 minute days = 1337 hours x 2% = 26.74 additional hours) shall be implemented.

This results in a 31 minute advisory period (25 minutes + 2 minutes repurposed from 2014-2015 + 4 minute increase in 2015-2016) and an additional 5 minute passing period occurring on 176 instructional days (not including semester finals days). The advisory/enrichment/intervention period will be used in support of Local Control Accountability Plan (LCAP) goals.

Additionally, a task force composed of 6 teachers (selected by ECSTA) and 2 administrators (one from CUHS and SHS selected by Superintendent or Designee) will be established to evaluate the best use of the additional time and make appropriate recommendations to Superintendent.

2. A maximum of fourteen (14) afternoon Professional Development Time (PDT) sessions will be scheduled for a given school year. Three of the dates will be planned by the departments with approval of the site principals. Plans will include measurable goals and outcomes. Professional development activities will start at the end of the scheduled lunch period and shall not extend beyond the normal workday. PDT time can be counted by attending teachers as Professional Growth Hours.
3. The day of Open House shall be scheduled as a minimum day without a required professional development activity. Bargaining Unit Members will be allowed to leave immediately after 7th period in exchange for attendance at Open House.
4. The length of the professional day (for 176 days) shall not be less than seven hours and 18 minutes excluding lunch. All other days shall be not less than seven hours. The preparation and other special periods assigned shall be counted in meeting the professional day requirement. At no time shall a bargaining unit member arrive at his/her work station after the first bell in the morning. Bargaining unit members are expected to devote the necessary time to prepare for instruction, evaluate pupils' work, conference with parents and students, fulfill extra-curricular activities, participate in the in-services and perform other professional activities inherent in their professional responsibilities to the school system, pupils, and community.
5. Bargaining unit members are expected to remain on DISTRICT property during their duty time, including the preparation period. Bargaining unit members may be granted permission by the Principal or designee to leave DISTRICT property during their preparation periods in order to conduct school business or, occasionally, to attend to personal business. If neither the Principal nor designee is present and the unit member must leave DISTRICT property during duty time, the bargaining unit member shall notify the Principal's office prior to leaving, indicating the reason(s) for his/her absence, and the estimated time of return. No teacher shall leave his/her class of students unsupervised unless there is a clear emergency or there is advance permission from the Principal or designee.

6. Required staff development and school improvement work related to District, State and Federally funded programs, taking time beyond the regular work day, shall be compensated at the negotiated hourly rate with the pre-approval of the Assistant Superintendent.
7. A maximum of one time per semester, after all reasonable efforts have been made to secure a volunteer substitute from the certificated teacher pool, the Principal may require a teacher to substitute for another teacher. Any teacher who is assigned to work as a substitute teacher will receive compensation equal to the current negotiated hourly wage as listed in this contract.
8. The work calendar for all members of the bargaining unit shall be developed by a joint advisory committee consisting of three (3) representatives of the DISTRICT and three (3) representatives from each bargaining unit. The Superintendent shall forward the recommendation to the Board of Trustees for adoption by May 15th of each year.
9. An advisory committee made up of three members from each bargaining unit, three members from administration, a maximum of three parents (representing affected school sites), the Transportation Director, and the Food Service Director shall meet to discuss any proposed changes to the daily bell schedule(s), and shall make a recommendation for any proposed changes to the Superintendent. The Superintendent shall forward the recommendation to the Board of Trustees for adoption by June 1st of each year.
10. The work calendar for a teacher shall be 187 workdays, including no fewer than 180 instructional days and two "flexible work days" for teachers. The Association and the District recognize that the two flexible work days are meant to give teachers the flexibility to choose alternate times and/or places to prepare for the upcoming semester. One day shall be the last day of the work week before school and one day shall be the first day of the second semester. In no event shall the days be moved to either end of the school year. If, due to an emergency school closure, the state reduces the minimum required student contact time, the required teacher work year shall be reduced an equal amount of time.
11. In the event a unit member is assigned classroom duties at more than one site and, therefore, must travel from one site to another in his/her work day, the following will apply:
 - a. Every effort will be made by site administrators to assign the unit member no more than 2 preparations in a work day, only one preparation at each site.
 - b. The unit member will be paid the approved IRS mileage rate for travel during the work day. The unit member will be responsible for logging the miles traveled and submitting such log with the request for payment of mileage.
 - c. The District recognizes the time spent in travel is part of the unit member's contractual work day.
 - d. In the event a unit member is unable to arrive at the second site on time due to unforeseen circumstances beyond the control of the employee related to their

transportation (i.e. car accident/trouble), the unit member will not lose any sick leave hours.

e. Teachers traveling between sites will receive a stipend of \$500 per semester.

B. WORKING HOURS AND CONTRACT DAYS FOR CERTIFICATED NON-CLASSROOM TEACHERS:

1. Certificated non-classroom employees include but are not limited to counselors, resource teachers, Academic Coaches, Teachers on Special Assignment, and library media specialists.
2. The work year for certificated non-classroom employees will be 187 days plus up to an additional thirteen (13) 7-hour and 17 minute work days for counselors and Cal-Safe teachers and five (5) 7-hour and 17 minute work days for resource teachers, and academic coaches. Days worked for certificated non-classroom employees will be recorded on a calendar for recording purposes by the employee. These additional days will be agreed upon by the employee and the supervisor in writing, which will be submitted no later than March 15 of the preceding school year. These additional days will be compensated for at the employee's regular salaried per diem rate.
3. The length of the working day shall not be less than seven hours and 17 minutes excluding lunch. Non-classroom certificated employees are expected to devote the necessary time to prepare and execute their assigned duties including conferences with parents and students, participate in in-service and perform other professional activities inherent in their professional responsibilities to the school system, pupils, and community.
4. Non-classroom certificated employees are expected to devote the necessary time to prepare and execute their assigned duties including conferences with parents and students, participate in in-services and perform other professional activities inherent in their professional responsibilities to the school system, pupils, and community.
5. Any days that any of the employees listed above in section B 1. are required to attend for purposes of training or conferences or preparation for their jobs, including travel dates, such as but not limited to the summer retreat the counselors attend, the preparation/planning days required before the start or after the end of the school year, shall be counted as part of their required contractual days.
6. All certificated non classroom employees in section B shall not be evaluated by the same administrator more than twice consecutively.

C. Any certificated employee required or requested to attend any event must have enough travel time after the event to be back home by 12:00 a.m. prior to the next work day, or the next day is granted to the employee and counted as a work day with no requirement, request, or expectation of the employee's presence.

D. The Library Media Specialists and the traveling teachers, such as the Cal Safe Teacher/Coordinator shall not be affected by the language above in section B other than fulfilling their contractual 187 days 7 hours per day.

CHAPTER VI

EMPLOYEE PROTECTION

- A. An employee may use such force as necessary to protect himself/herself from physical attack by a student, or other person, in pursuit of his/her employment or to prevent injury to another student. When an employee finds it necessary to use such force, he/she shall immediately report this to the Principal or designee whether or not he/she considers this to be necessary to protect himself/herself or a student.
- B. Any case of assault upon an employee shall be reported to the Governing Board. The DISTRICT shall advise the employee of his/her rights and responsibilities with respect to any such assault and shall promptly render all reasonable assistance to the employee in connection with law enforcement and judicial authorities.
- C. Reimbursement:
1. Reimbursement to employees for any verified loss, damage or destruction of personal property suffered while performing services for the DISTRICT shall be made only if the value is more than \$25.00 and the employee took all reasonable steps to protect any such personal property. The maximum reimbursement for any one item is as stipulated on C-3.
 - 1.1. The maximum reimbursement for any vehicle damage shall be \$250.00. Reimbursement for vehicle damage is strictly limited to actual use during and within the scope of employment or when the employee's vehicle is parked in a parking area which is approved by the DISTRICT for employees and where the employee has no other reasonable method of transportation to and from his assigned job location. Reimbursement for vehicle damage also is strictly limited to day and evening hours when the employee is required to be at his job location.
 - 1.2. The total reimbursement for all loss, damage or destruction of personal property for all employees and/or all incidents under these provisions shall not exceed \$5,000.00 in any fiscal year.
 2. A written request for reimbursement must be filed with the DISTRICT by the employee within twenty (20) regularly scheduled workdays of knowledge of the incident. The DISTRICT shall conduct such investigation as may be necessary. The burden of proof in all cases is with the employee seeking reimbursement.
 3. Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the DISTRICT is provided only when written approval for the use of the personal property in the schools was given by the Superintendent before use while performing services for the DISTRICT. All such approval shall be in writing. Exceptions to such prior approval shall be vehicles, personal bags, eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee. The employee must take reasonable steps to protect all personal property. The Superintendent may cancel the approval at any time upon written notice to the employee.
 4. If an employee receives any payment from an insurance carrier for any loss, damage or destruction for which the DISTRICT gave reimbursement, the employee shall repay the

DISTRICT if such payment from an insurance carrier covers the same loss, damage or destruction covered by the DISTRICT.

5. This provision should not be construed as a restriction regarding any employee bringing personal property on DISTRICT property at the employee's own risk.
6. The DISTRICT will reimburse for actual value of the lost, damaged or destroyed personal property. Reimbursement may be made on the basis of repair cost if it is economical, feasible and not greater than the actual value.

CHAPTER VII

LEAVES

Only the Superintendent or designee has the authority of the DISTRICT to approve verifications of leaves or make final decision on leaves. The DISTRICT may prepare and distribute leave forms as long as those forms do not violate the provisions of this Chapter. The DISTRICT may adopt verification procedures to implement the provisions of this Chapter as long as those verification procedures do not violate the provisions of this Chapter.

Employees on a paid leave shall be considered to be in paid status and, unless required by law, shall be entitled to all benefits in this Agreement during the paid leave.

A. SICK LEAVE (Education Code Section 44978)

1. Every certificated employee employed five (5) days a week by the DISTRICT shall be entitled to ten (10) days' leave of absence for illness or injury, exclusive of all days he is not required to render service to the DISTRICT, with full pay for a school year of service. A certificated employee employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days' leave of absence for illness or injury as the number of days he is employed per week bears to five (5); pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year. If such employee does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.
2. The provision covering extended illness leave shall not apply to any current year's sick leave days or accumulated sick leave days. Any employee shall have the right to utilize sick leave provided for in this provision and the benefit provided by the provision of extended illness leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.
3. Verification:
 - 3.1. The DISTRICT may require that the employee provide written verification by a physician of the employee's incapacity if the employee has been on sick leave for five (5) or more consecutive days.

- 3.2. The Superintendent or designee may require written verification of the employee's incapacity for less than five (5) days if he/she has reasonable grounds to believe that verification is appropriate under the circumstances.
- 3.3. For any sick leave less than one full workday, each one-half (1/2) hour absence shall result in reducing the employee's available sick leave by one-half (1/2) hour.
- 3.4. If a certificated employee resigns before the end of the school year, the DISTRICT shall deduct from the final paycheck an amount equal to sick leave used but unearned for that school year.

B. EXTENDED SICK LEAVE (Education Code section 44977)

1. If a bargaining unit member is absent from duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due him for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill his position during his absence or, if no temporary employee was employed, the amount which would have been paid to the temporary employee had he been employed. The period of five (5) school months allowed for extended sick leave shall follow the exhaustion of all current year's sick leave and all accumulated sick leave.

2. SICK LEAVE BANK

2.1. CREATION:

- a: The ASSOCIATION and the DISTRICT agree to create the El Centro Secondary Teachers' Association (ECSTA) Sick Leave Bank effective July 1, 1994. The Sick Leave Bank shall be funded in accordance with Section 2 below.
- b: Days in the Sick Leave Bank shall carry over from year to year.
- c: Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Sick Leave Bank participant.
- d: The ECSTA Sick Leave Bank shall be administered by the Central Union High School District as outlined by Chapter VII of the Agreement.

2.2. ELIGIBILITY AND CONTRIBUTIONS

- a: All unit members on active duty with the DISTRICT are eligible to contribute to the Sick Leave Bank.
- b: Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c: Unit members who initially elect not to join the Sick Leave Bank upon first becoming eligible may not participate until the following year.
- d: The contribution, on the appropriate form, will be authorized by the unit member, and will automatically be continued from year to year until canceled by the unit member in writing on the proper form.
- e: Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.

- f: Contributions shall be made between July 1 and October 1 of each school year. New hires shall be permitted to contribute within 30 calendar days of beginning work. The DISTRICT shall provide enrollment forms for the Sick Leave Bank to all new unit members.
- g: The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Ed. Code 44043.5.
 - 1) The maximum number of days that the bank shall pay out shall be fifty (50) days or the 94-95 school year.
 - 2) Each ensuing school year, the DISTRICT shall add fifty (50) payout days to the remaining payout day's balance. Maximum accumulation shall be 250 days.
 - 3) If the number of days in the Bank at the beginning of the school year exceeds the maximum allowable payout days, no contribution shall be required of participating unit members.
 - 4) If the number of days in the Bank at the beginning of the school year falls below the allowable payout days, each participant shall be required to contribute an additional day to the Bank.
 - 5) Those unit members joining the Sick Leave Bank for the first time shall be required to contribute one day to the Bank.
 - 6) If a Sick Leave Bank participant has no remaining sick leave at the time of the assessment, he/she need not contribute the additional day to remain a participant in the Sick Leave Bank.
- h: Unit members who are retiring or leaving the employ of the DISTRICT may contribute their unused sick leave to the Sick Leave Bank.

2.3. WITHDRAWAL FROM THE BANK

- a: A Sick Leave Bank participant whose cumulative sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member for over ten (10) consecutive duty days or incapacitates a member of the unit member's immediate family for over ten (10) consecutive duty days which requires the unit member to take time off from work to care for that family member. If a recurrence or a second illness or injury incapacitates a unit member or a member of the unit member's family within twelve (12) months, it shall be deemed catastrophic after five consecutive duty days. Thus, a participant who used the bank, after exhaustion of sick leave, for 25 days to care for a spouse who has cancer, and, after returning to work, suffers a heart attack, shall be deemed to have suffered a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.
- b: Long term therapy (e.g. ... chemotherapy, dialysis, etc. shall be treated as a catastrophic illness, or injury, even though it not in increments of over 10 consecutive days. All other eligibility requirements will remain in effect. The participant will be eligible for withdrawal on a day-to-day basis.
- c: Participants must use all current and accumulated sick leave, as defined in Ed. Code section 44978, which is available to them before becoming eligible for a withdrawal from the Bank.
- d: If a participant is incapacitated, applications may be submitted to the DISTRICT by the participant's agent or member of the participant's family.
- e: Withdrawals from the Sick Leave Bank shall be granted in units of no more

than ten (10) duty days. Participants, or their agents, must submit requests for extensions of withdrawals as their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum of twelve (12) consecutive months.

- f: Participants applying to withdraw or extend their withdrawal from the Sick Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. The DISTRICT shall keep all information regarding the nature of the illness confidential. A participant's withdrawal from the Bank may not exceed the statutory maximum of twelve (12) consecutive months.
- g: If a participant has drawn ten (10) Sick Leave Bank days and requests an extension, the DISTRICT may require a medical review by a physician of the DISTRICT'S choice at the participant's expense. The DISTRICT shall choose only a physician who qualifies under the DISTRICT offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Sick Leave Bank. The DISTRICT may deny an extension of withdrawal from the Sick Leave Bank based upon the medical report. The participant may appeal any termination under the procedure outlined in K) below.
- h: Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own sick leave and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the Board, the Bank will not be charged days, or, if charged, will be reimbursed the number of days for which the Worker's Compensation is equivalent to a regular day of pay at the negotiated rate for that participant. If the DISTRICT challenges the Workers Compensation claim, the participant may draw from the bank, however, upon settlement of the claim in favor of the participant, the Bank shall be reimbursed the days by the DISTRICT.
- i: When the DISTRICT may reasonably presume that the applicant for a withdrawal may be eligible for Disability/Retirement under STRS, or if applicable, Social Security, the DISTRICT may request that the applicant apply for disability or retirement. Failure of the applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify for further Sick Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Sick Leave Bank payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the Sick Leave Bank shall cease.
- j: If the Sick Leave Bank does not have sufficient days to fund a withdrawal request, the DISTRICT is under no obligation to provide days and the DISTRICT is under no obligation to pay the participant any funds whatsoever. If the DISTRICT denies a request for withdrawal, or extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant in writing of the reason for denial.
- k: Sick Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial, grieve the

denial, non-renewal, or termination. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the grievance.

2.4. ADMINISTRATION OF THE BANK

- a: The Central Union High School DISTRICT shall have the responsibility of maintaining the records of the Sick Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants and to the President of the El Centro Secondary Teachers' Association.
- b: The DISTRICT'S authorized agent shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability, as otherwise outlined in this agreement.
- c: Applications shall be reviewed and decisions of the DISTRICT reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- d: The DISTRICT shall keep all records confidential and shall not disclose the nature of the illness, except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- e: By the Fifth (5th) day of October of each school year, the DISTRICT shall notify ECSTA of the following: 1) The total number of accumulated days in the Bank as of June 30th of the previous school year. 2) The number of days contributed by unit members for the current year. 3) The names of participating unit members. 4) The total number of days available in the Bank. 5) The total number of payout days available in the Bank.
- f: On a quarterly basis, the DISTRICT shall notify the ECSTA of the following:
 - 1) The names of any additional unit members who have joined in accordance with Section VII.B.2.2.
 - 2) The names of any unit members who have canceled participation in accordance with VII.B.2.2.
 - 3) The total number of days in the Bank at the beginning of the previous month.
 - 4) The total number of days remaining in the Bank on the last day of the previous month.
 - 5) The total number of days awarded during the previous month and the names of those unit members to whom they were awarded.
 - 6) The total number of days added by new members.
- g: Any dispute between the El Centro Secondary Teachers' Association and the DISTRICT as to the accounting shall be settled through the normal grievance procedure beginning at the Superintendent level as outlined in the Agreement.
- h: If the DISTRICT and the ECSTA mutually agree to terminate the Sick Leave Bank for any reason, the days remaining in the Sick Leave Bank shall be distributed to the current members of the bank in proportion to the total number of days contributed by each unit member currently enrolled in the Bank.

C. PREGNANCY LEAVE (Education Code Section 44965)

- 1. A member of the bargaining unit shall have the right to utilize sick leave provided for in this Article for her absences necessitated by her pregnancy, miscarriage, childbirth and

recovery there from.

2. Disabilities caused or contributed to by pregnancies, miscarriages, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be paid leaves of absence to the same extent as leaves for illness, injury or disabilities.

D. DEPENDENCY LEAVE

1. Dependency Leave shall be considered a valid use of sick leave when it is necessary for a bargaining unit member to be absent from work in order to care for an immediate family member as listed in section H of this Chapter.

A bargaining unit member may use up to five (5) days of dependency leave each year. In the event the bargaining unit member requires additional leave to care for dependents, the bargaining unit member shall apply for such leave in writing including a statement by a licensed physician concerning the specific nature of the illness and the need for the employee to be absent from work to care for a dependent for a specific period of time.

E. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (Education Code Section 44984)

The DISTRICT specifically limits its liability to the minimum requirements mandated by Education Code Section 44984.

1. Such leave shall not exceed sixty (60) working days in any one fiscal year for the same accident.
2. Allowable leave shall not be accumulative from year to year.
3. Industrial accident or illness leave will commence on first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Laws of this State, exceed the employee's full salary.
5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if an employee is receiving worker's compensation, he shall be entitled to use only so much of his accumulated or available sick leave, accumulated compensating time or other available leave which, when added to the workers' compensation award, provide for a full salary. Industrial accident or illness leave is separate from other sick leave.

Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the DISTRICT authorizes travel outside the state.

The DISTRICT may request a reasonable number of physical examinations by a licensed physician, at no cost to the employee.

F. PERSONAL NECESSITY LEAVE

1. A bargaining unit employee may use days of accumulated sick leave in cases of compelling personal importance or necessity.
2. Except in the case of an emergency and personal days, advance permission for leave taken pursuant hereto must be obtained from the site Principal, who shall have the discretion to determine whether the request for leave shall be granted. Whenever possible, advance notice of taking leave for an emergency or personal day shall be given by the employee to the site Principal.
3. Under this provision, accumulated sick leave may be used for personal necessity leave for the following purposes:
 - 3.1. Death or serious illness of a member of the employee's immediate family as defined in section H of this Chapter.
 - 3.2. Accident involving the person or property of the bargaining unit member, or the person or property of a member of his immediate family.
 - 3.3. An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.
 - 3.4. Up to three (3) days may be used for the pursuit of business, financial or economic interests of the employee.
4. For purposes of this provision, "compelling personal importance or necessity" and personal days shall not include any concerted refusal to work.
5. The Principal will grant such personal business leave unless there is a reasonable ground(s) to believe that verification is appropriate, which verification must be submitted to the Principal, or the Principal is aware that more than five (5) percent of the members of the bargaining unit will be absent on the requested day.

G. PAID RELEASED TIME OF UP TO TWO HOURS

An employee, upon advance approval of the Principal, may take paid released time for urgent personal business up to two hours during the workday when the employee has secured a voluntary substitute(s) from within the certificated staff and the DISTRICT shall not be required to pay any additional compensation to the substitute(s).

H. BEREAVEMENT LEAVE (Education Code Section 44985)

Each member of the bargaining unit is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required or if travel in excess of four hundred (400) miles one way is required, on account of death of any member of his immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from other leaves.

Members of the immediate family, as used in this section, means the mother, father,

grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee. The site Principal may require reasonable verification of any such leave.

I. JURY DUTY LEAVE (Education Code Section 44036)

Unit members shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law subject to reasonable regulations enacted by the DISTRICT. The unit member, while serving on jury duty, shall receive his/her regular earnings from the DISTRICT and shall transmit to the DISTRICT all fees, exclusive of mileage received for jury service.

J. SUBPOENA LEAVE

An employee shall be eligible for leave of absence when properly subpoenaed to be a witness in any litigation in state or federal court as long as the employee is not a party in any such litigation. Such leave of absence shall be limited to those days in which the employee actually gives testimony. The employee shall receive his/her regular earnings from the DISTRICT and shall transmit to the DISTRICT all fees, exclusive of mileage, received as a witness.

K. MILITARY LEAVE

Military leave shall be granted pursuant to and consistent with applicable federal and state law.

L. The DISTRICT may grant within its sole discretion leaves of absence for the following reasons:

1. Special Leave

A special leave of absence without pay may be granted by the Board upon the recommendation of the Superintendent. A special leave of absence without pay may be granted for child-rearing.

2. Sabbatical Leave (Education Code Sections 44966, 44967, 44968, 44968.5, 44969, 44970 and 44973).

Any sabbatical leave shall be consistent with current law.

M. RELEASED TIME FOR UP TO FIFTEEN WORKDAYS FOR THE ASSOCIATION

1. The ASSOCIATION President or designees may receive up to a maximum of fifteen (15) days released time per school year without loss of salary to attend local, state or national meetings of NEA/CTA/ECSTA, or to conduct business relating to the ASSOCIATION.
2. Released time under this provision shall not be used for any activity which is violative of this Agreement, for organizing any concerted activity against the DISTRICT, for any political activities, or for any purpose unrelated to the ASSOCIATION'S obligations as the exclusive representative of the bargaining unit.
3. All applications for such released time shall be made to the Superintendent with a

minimum of two (2) weeks' notice subject to availability of substitutes.

4. The DISTRICT shall not pay transportation, lodging or any other expense incurred by the ASSOCIATION President or designee under this provision. The ASSOCIATION shall reimburse the DISTRICT for the full cost of any substitute who substitutes for the Association's President or designee on released time.

N. UNAUTHORIZED LEAVE

It is agreed and understood that there will be no interference with the operations of the DISTRICT by the ASSOCIATION or by its officers, agents, or members during the term of this Agreement. The ASSOCIATION agrees to make every effort toward inducing all employees to comply with the provisions of this Agreement.

O. PROFESSIONAL LEAVES OF ABSENCES

The Superintendent or designee may grant temporary leave, with pay, to teachers who have been selected to serve on committees such as: District Accreditation Teams, Monitor and Review Teams, or other similar appointments.

CHAPTER VIII

EMPLOYEE COMPENSATION AND BENEFITS

A. COMPENSATION

1. The basic salary schedule for employees in Appendix 1 shall be increased by 7.55%, based on a 187 day contract for the 2015-2016 school year. This includes a 5.55% increase with an additional 2% in salary for extra time to be added to the advisory/enrichment/intervention activities determined by LCAP supplemental, target/concentration grant activities mentioned in Chapter V, Working Hours and Contract days above.
2. The DISTRICT agrees to compensate teachers assigned to teach an SEI or TSEI class \$500 per period per semester, and Bilingual assignments, \$750 per period per semester. The stipends will be paid in lump sum at the end of each semester, commencing in the 2006-2007 school year.
3. National Board Certification: Teachers who earn National Board certification will be compensated \$1,000 per year for a maximum of five years immediately following receipt of award.
4. The supplementary assignment and salary schedule will reflect the following changes:
 - 4.1 The stipend for Dance Instructor / SAVAPA Coordinator will be adjusted to reflect the following conditions: While the position of SAVAPA coordinator is provided with a Preparation hour funded through the Partnership Academy Grant, the coordinator's stipend will cease. Upon the cessation of grant funding, the prep period will be eliminated, and the stipend will be negotiated.
 - 4.2 Through special projects funding, a site may provide a release period to a bargaining

unit member(s) for purposes of curriculum development, leadership, or other purposes approved by the site Principal and the school site council.

- 4.3 The size of a department is defined as follows: Medium Department: 4.0 - 10.9 FTE Teachers Large Department: 11.0 or more FTE Teachers

The teaching equivalent for cross-curricular classes will be counted for the department responsible for the origin of the class, (e.g. if the Food Science class was designed by the Life Skills department, then the class counts toward Life Skills).

- 4.4 The position of WASC Coordinator will be added to the Supplementary Salary Schedule and shall receive an annual stipend of \$3,000 during the year of self-study and the visitation year, and they shall receive a \$1,000 annual stipend in the off years.

B. HOURLY PAY

1. Positions paid on an hourly basis such as prep period substituting, home teaching, and driver training and after school tutoring shall be paid at the rate of \$31 per hour, effective August 22, 2006.

- C. The DISTRICT and ASSOCIATION agree to establish an Alternative Compensation Committee before June 2007, made up of three (3) ASSOCIATION members and three representatives from DISTRICT administration.

D. HEALTH AND WELFARE BENEFITS

1. The DISTRICT agrees to increase the insurance cap to \$839.23 (which represents an increase of 2.45% in total compensation based upon 2014-15 certificated compensation) per month effective October 1, 2015, on behalf of each regular (full-time) employee for health insurance coverage towards a health insurance plan accepted by the Association with concurrence of the District. If a vision care plan is approved by the ASSOCIATION, payments for such a plan are eligible under this section.
2. Effective on the date of ratification of this Amendment in 1990, any refunds the DISTRICT actually receives immediately shall be placed in a special reserve fund with the health insurance carrier, and such refunds shall be expended only upon mutual agreement of the DISTRICT and the ASSOCIATION. The special reserve fund shall not be used for any salary or wage payments to employees. This provision may be reopened at the request of either party if the cost of health insurance coverage decreases to less than \$550 per month (\$500 per month 07-01-2003) on behalf of each regular employee.
3. The DISTRICT will contribute to the cost of the health insurance program for all teachers who retire between the ages of 55 and 65 and who will have fifteen (15) years of continuous service in the DISTRICT prior to retirement. A DISTRICT approved leave of absence does not constitute a break in service. The DISTRICT will contribute the amount equal to the DISTRICT'S contribution paid toward each currently employed member's health insurance program (e.g. if current employees receive health insurance benefits in the amount of \$600 per month, then the maximum paid for any retiree will also be \$600

per month). In all cases, the benefits shall terminate on the retiree's 65th birthday.

This provision shall be interpreted to mean that eligible, retired teachers may continue to participate in the same health insurance plan as provided by the DISTRICT for currently employed teachers. This provision shall not be interpreted to require the continuance of any existing or specific health and welfare insurance program held by the employee at the time of retirement.

The DISTRICT shall not unilaterally make changes in carrier or policy decisions relating to the health insurance programs without mutual agreement of the ASSOCIATION. The DISTRICT shall make every effort to insure that an ASSOCIATION representative is present at meetings involving research and decisions that concern the health insurance program.

E. INTERNAL REVENUE CODE SECTION 125 PLAN

The DISTRICT agrees to implement an "IRC-125" plan, as permitted and regulated by law. Actual salary deductions and payments under the plan shall be at the individual bargaining unit member's expense. The DISTRICT may require each member to sign an agreement that the DISTRICT shall be held harmless from any claim or liability arising out of the plan or out of any tax consequences of the plan. The parties hereto make no representations as to any particular tax consequences of the plan.

F. PART TIME EMPLOYMENT

1. The DISTRICT may allow, on a case-by-case basis, eligible unit members to reduce their workload from full-time to part-time duties and still receive the retirement service credit they would receive if employed on a full-time basis. The purpose of this Plan is to implement Education Code Sections 44922 and 22724. If, during the term of this Agreement, the Legislature should modify either or both statutes, this provision may be reopened for negotiations at the request of either party. To be eligible, a unit member must:
 - 1.1. Have been employed full-time by the DISTRICT in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
 - 1.2. Have reached the age of fifty-five (55) prior to reduction in workload under this Plan.
 - 1.3. Have been employed full-time in a position requiring certification for a total of at least five (5) years without a break in service during the period immediately preceding a request for a reduction in workload. Sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used, however, in computing the five-year full-time service requirement prescribed herein.
 - 1.4. Request that the Plan be exercised.
 - 1.5. Apply to the Superintendent or his designee by March 15 in the school year before the reduced workload is requested to be effective.
 - 1.6. The DISTRICT has no obligation to approve the application of the unit member to participate in this Plan. Approval shall not be determined in an arbitrary or capricious manner.

2. Any reduction to part-time duties shall be approved at the discretion of the DISTRICT under the following conditions:
 - 2.1. If participation in the plan is approved by the DISTRICT, the unit member must make full contributions to the State Teachers' Retirement System in full accordance with the law.
 - 2.2. If participation in the Plan is approved by the DISTRICT, except for the reduction in salary corresponding to the reduced workload, the DISTRICT shall make contributions to the State Teachers' Retirement System in full accordance with law.
 - 2.3. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during the unit member's final year of service in a full-time position.
 - 2.4. If participation in the Plan is approved by the DISTRICT, the DISTRICT shall make contribution to the DISTRICT health benefits program as set forth in the Health and Welfare Benefits provision as if the unit member were still employed full-time.

G. PLACEMENT ON THE SALARY SCHEDULE

1. The Superintendent shall place new unit members on the current salary schedule according to the provisions of this article. The Board of Trustees shall approve the placement.
2. Up to a maximum of eight (8) years experience based upon actual full-time paid teaching in either public or private elementary or secondary schools or colleges while holding a valid teaching credential will be allowed unit members entering the service of Central Union High School District. One (1) year of experience, or major portion thereof, will represent one (1) step.
3. Beginning with the 2014-2015 school year, Career Technical Education (CTE) teachers who hold only a CTE or Designated Subjects credential new to the District shall receive credit for a maximum of eight (8) years of industry related, full-time, paid experience for salary placement consideration as follows:
 - 1.1 A teacher who does not hold a degree shall receive credit for those years exceeding four (4) years of experience.
 - a. Example: A person without a degree and eight (8) years of documented experience will be placed on Step 5
 - 1.2. A teacher holding an Associate's degree shall receive credit for those years exceeding two (2) years of experience.
 - a. Example: A person with an Associate's degree and eight (8) years of documented experience will be placed on Step 7
 - 1.3. A teacher holding a Bachelor's degree shall receive credit for all years of experience.
 - a. Example: A person with a bachelor's degree and eight (8) years of documented experience will be placed on Step 9

At no time will a teacher be placed at a higher than step 9 upon initial employment. Full-time experience is no less than 1560 hours per year verified by

previous employer(s). It is the employee's responsibility to obtain acceptable verification of experience and submit to the District within thirty (30) days of initial offer of employment. Degrees must be issued by a regularly accredited institution.

For Career Technical Education (CTE) teachers employed by the District before 2014-2015 salary placement adjustments, according to the rules set forth above, shall be made effective with the 2014-2015 school year and will include no retroactive pay for previous years. Degrees must have been awarded prior to employment with the District in order to receive credit for such degree.

4. **CHANGES IN SALARY DURING SCHOOL YEAR:** For any employees hired after June 2007, all advances on the salary schedule (for increment purposes) shall take place only at the beginning of the new school year. Employees hired mid-year after June 2007 must wait until the 2nd July of employment to advance to the next step.
5. This provision is entered into pursuant to Education Code section 45028 (b) and Government Code section 3543.29(d).

CHAPTER IX

PERSONNEL FILES

- A. The Board shall not base any adverse action against a teacher upon materials which are not contained in such teacher's personnel file. Moreover, the Board shall not base any adverse action against a teacher upon materials which are contained in such teacher's personnel file unless the materials had been placed in the file within fifteen (15) days of the incident giving rise to such materials and the teacher had been notified at such time that such materials were being placed in the file.
- B. A teacher shall be provided any negative or derogatory material before it is placed in his personnel file. He/she shall also be given the opportunity to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- C. Upon written authorization by the teacher, a representative of the ASSOCIATION shall be permitted to examine and/or obtain copies of materials in such teacher's personnel files.
- D. The person or persons who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- E. The files shall contain no ratings, reports or records which were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with promotional examination.
- F. The files shall contain no complaints from parents unless the following procedure is followed:
 1. Complaints made by parents or community members against a specific teacher shall be made to the Superintendent or designee. If the Superintendent or designee is unable to

- satisfy the complaint, the complaint shall be submitted to the Superintendent or designee in writing.
2. The Superintendent or designee shall furnish a copy of the written complaint to the teacher and within five days shall discuss the complaint with the teacher in an effort to reach a mutual agreement as to the validity of the complaint and the corrective action, if any.
 3. If the complaint is not satisfactorily settled in the above manner, the Superintendent or designee will give to the teacher a written statement of his/her proposed corrective action, within five days. If the teacher feels the recommended action is unjust, he/she may appeal through the grievance procedure.
 4. Nothing shall be placed in the personnel file until all time lines herein have lapsed or remedies provided in this Agreement have been exhausted.
- G. Access to personnel files shall be limited to the members of the DISTRICT administration on a need to know basis. Board of Education members may request the review of a teacher's file at a personnel session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
- H. The Board shall keep a log indicating the persons who have requested to examine files as well as the dates such requests were made. Such log shall be available for examination by the teacher or his ASSOCIATION representative, if so authorized by the teacher.
- I. The DISTRICT shall maintain the teacher's personnel files at the DISTRICT Central Office. Any files kept by the teacher's principal or designee shall not contain any material not found in the DISTRICT'S files.

CHAPTER X

GRIEVANCE PROCEDURE

- A. A "Grievance" is an allegation that a grievant has been adversely affected by a violation of specific provisions of this Agreement, or in the application or interpretation of policies adopted by the Governing Board covering working conditions of employees in the bargaining unit and within the scope of representation as defined by the Educational Employment Relations Act.
- B. A "Grievant" may be any certificated employee or employees of the DISTRICT covered by the terms of this Agreement.
- C. The Association reserves the right to grieve any chapter in the contract or any part thereof.
- D. The ASSOCIATION shall have the right to represent any grievant in the Grievance procedure.
- E. For the purposes of this chapter, a "day" is any regular teacher contract day, unless otherwise specified in this contract.

The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant. A grievance shall commence at the lowest level with the immediate site supervisor.

- F. The grievant shall be present at all stages of the grievance procedure unless the Superintendent agrees in writing that the presence of the grievant is not necessary. At the option of the grievant, a member of the ASSOCIATION may be present beginning at any level.

1. Level I - Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate site supervisor. In no event shall a grievance be initiated more than thirty (30) calendar days from the act or knowledge of the omission-giving rise to the grievance. The Supervisor shall communicate a written decision to the employee. If the supervisor does not respond within the time limits, the grievance shall be appealed to the next level.

A grievance shall begin at the informal level with the immediate site supervisor in order to attempt to resolve the matter at the lowest level possible.

2. Level II - Formal Level

At the completion of the informal grievance procedures, within ten (10) "days" the grievant shall present the grievance in writing on the appropriate form to the immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy desired.

The supervisor shall communicate a decision to the employee in writing within ten (10) "days" after receiving the grievance. If the supervisor does not respond within the time limits, the grievance shall be appealed to the next level.

Within the above time limits either the supervisor or the grievant may request a conference.

3. Level III – Appeal of Decision of Immediate Supervisor

If the grievant is not satisfied with the decision in Level II, an appeal of the decision may be made on the appropriate form to the Superintendent or designee within ten (10) "days." This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Superintendent or designee shall respond in writing within ten (10) "days."

4. Level IV - Request for Arbitration of the Dispute

The grievant may, if not satisfied with the decision in Level III, within thirty (30) "calendar days," submit a request in writing to the Superintendent and the ASSOCIATION for arbitration of the dispute.

Within twenty (20) “days” of the request to proceed to arbitration from the grievant, the ASSOCIATION shall inform the Superintendent of its decision to proceed to arbitration.

If no agreement on a mutually acceptable arbitrator can be reached within twenty (20) calendar days after the written notice from the ASSOCIATION, the ASSOCIATION shall request a list of eleven (11) arbitrators from the American Arbitration Association. All lists from the AAA shall contain only names of neutrals who are members of the National Academy of Arbitrators. Beginning with the District, each side shall alternately strike one name until one name remains on the list.

The request from the ASSOCIATION to the AAA shall cite this contractual requirement. A copy of the request shall be served on the DISTRICT.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the DISTRICT and the ASSOCIATION. All other expenses shall be borne by the party incurring them.

Questions on the arbitrability of a grievance shall be heard before the merits of the grievance are heard.

The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement or the written policies, rules, regulations and procedures of the DISTRICT.

After the hearing and after both the DISTRICT and the ASSOCIATION have had an opportunity to make written arguments, the arbitrator shall submit in writing to each the findings and recommendations. The decision shall be binding on the parties.

G. MISCELLANEOUS

1. All grievances shall be initially filed with the immediate site supervisor. Immediate supervisor is defined in Chapter X, Section E.
2. All proceedings at all levels of the grievance procedure shall be held during the school day unless mutually agreed otherwise.
3. One union representative will be given released time without loss of pay to attend actual Grievance proceedings or hearings with the grievant. If a grievance is filed by the ASSOCIATION, a maximum of two (2) people will be released.
4. All documents, communications, or records dealing with the process of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
5. Information for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be developed jointly by the Superintendent and the ASSOCIATION, and given appropriate distribution by the ASSOCIATION to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne equally by the DISTRICT and the ASSOCIATION.

6. At any level of the foregoing procedures time limits may be mutually extended in writing.
7. The DISTRICT shall not take any adverse action against a grievant or a representative of the grievant simply because of the filing of a grievance or the processing of a grievance.
8. Regarding representation on a matter appearing before the Board, the grievant will be allowed to have one ASSOCIATION representative and his/her legal counsel present, or two ASSOCIATION representatives if no legal counsel is present. Spouses and other non-district personnel are not permitted into Closed Session.

Timeline Summary

Level I – Informal Level

- A. Thirty (30) Calendar Days to Attempt to Resolve a Grievance
- B. Fifteen (15) “Days” for Supervisor to Respond in Writing

Level II – Formal Level

- A. Ten (10) “Days” After Completion of Level I, Grievant Presents Grievance in Writing
- B. Ten (10) “Days” for Immediate Supervisor to Communicate Decision
- C. Within time limits, either the supervisor or the grievant may request a conference.

Level III – Appeal to Decision of Immediate Supervisor

- A. Ten (10) “Days” a Written Appeal Made to the Superintendent or Designee
- B. Ten (10) “Days” Superintendent or Designee Responds in Writing

Level IV – Request for Arbitration of the Dispute

- A. Thirty (30) “Calendar Days” Grievant Submits Written Request to Superintendent and Association for Arbitration of Dispute
- B. Twenty (20) “Days” Association Informs Superintendent of its Decision to Proceed to Arbitration
- C. Twenty (20) Calendar Days Association May Request a List of Arbitrators

CHAPTER XI

PREPARATION PERIOD ASSIGNMENTS

When a teacher cannot be employed for a particular assignment, the Superintendent or designee may request present faculty members to teach an extra class during what would otherwise be a “preparation period.” This would necessitate a schedule of six teaching periods as opposed to the normal load five teaching periods. The Department Chair would have the obligation of surveying and recommending a willing qualified teacher in an effort to fill the position. Any teacher who accepts the assignment, shall be paid an overload stipend, which shall be equal to one-fifth (1/5) of that teacher’s daily rate of pay, beginning on the first day of the assignment.

If no permanent teacher is willing to accept the overload assignment, the following procedure will be implemented in the following order:

1. Within 5 working days after notification of the need for another teacher, the department will hold a meeting to attempt to find a teacher to take the additional overload class.
2. If still none of the permanent teachers is willing, the district will seek on that site any qualified teacher outside of the department to fulfill the assignment.
3. If the position still cannot be filled, a non-first year probationary teacher may be asked to

- accept the additional period, with the most qualified being asked first.
4. As a last resort, a first year teacher may be asked to take the overload class, with the most qualified of these teachers being asked first.

CHAPTER XII

DISCIPLINE

- A. This Chapter was entered into pursuant to Section 3543.2(b) of the Government Code.
- B. The term "discipline" under this Chapter is limited to suspension without pay for up to but no more than fifteen (15) days for any serious misconduct, and for up to but no more than (5) days for minor misconduct. The term "discipline" under this Chapter also is limited to misconduct, which either occurred or was first discovered after the effective date of this Agreement. The term "discipline" specifically does not include negative or adverse evaluations, warnings, directives and the implementation of other provisions in the Agreement such as denial of any leave.
- C. An employee shall not be disciplined without just cause. The term "just cause" incorporates the concept of "progressive discipline." Any discipline imposed shall be reasonably related to the misconduct.
- D. An oral warning or a written warning must precede any written reprimand for minor misconduct. An oral warning must be given with a witness who is another administrator of the DISTRICT or an ASSOCIATION representative. A written reprimand must precede a suspension without pay for minor misconduct. Before a written reprimand is placed in an employee's personnel file the employee will be given ten days to prepare a response.
- E. Discipline (suspension without pay) may be imposed at any time in the case of serious misconduct. The term "serious misconduct" includes such matters as the use of unreasonable physical force, dishonesty, drinking alcoholic beverages on the job or reporting to work intoxicated, use of narcotics on the job or reporting to work under the influence (the use of drugs under and consistent with directions of a physician which does not impair performance is allowable), conviction of any felony or any crime involving moral turpitude, falsifying information to the DISTRICT, or refusal to follow a lawful directive where such refusal endangers the safety or health of any individual or DISTRICT property.
- F. An employee shall not be disciplined without prior written notice and an opportunity for a conference with the Superintendent or designee upon request of the employee.
- G. Only the Board may make a final decision on discipline under this Chapter.
- H. Any discipline under this Chapter is subject to the Grievance Procedure of this Agreement. The expense of any arbitrator shall be borne equally by the ASSOCIATION and the DISTRICT for the first three arbitration cases in any school year, which include a hearing before an arbitrator. The expense of any arbitrator shall be borne by the DISTRICT after the first three arbitration cases in any school year which include a hearing before an arbitrator in which the ASSOCIATION equally shares in the cost of the arbitrator.

Either the ASSOCIATION or the DISTRICT may consolidate grievances involving this Article.

In any case where there is no representation of an employee by the ASSOCIATION, the expense of any arbitrator shall be borne equally by the employee and the DISTRICT. The employee must deposit with the DISTRICT an amount equal to the cost of two (2) days of hearing at least ten (10) days prior to the hearing. A failure to timely deposit the amount shall mean that the employee waives any right to a hearing.

I. PROHIBITIONS ON DRUGS AND ALCOHOL

1. The DISTRICT has an important interest in providing a safe working environment for its employees and a safe learning environment for pupils. The DISTRICT may take reasonable steps to protect the health and safety of employees or to protect the health and safety of pupils. The DISTRICT does not allow or tolerate unsatisfactory job performance because of alcohol or drug dependency or use.
2. No employee shall use tobacco at any workplace. The term workplace includes all DISTRICT property including parking areas. No employee shall use tobacco in the presence of a pupil at any place while the employee is acting within the scope of employment. Any employee who uses tobacco at any workplace, or in the presence of a pupil, at any place while the employee is acting within the scope of employment, is subject to discipline pursuant to this Chapter (XII), Education Code, and/or other applicable State law.
3. No employee shall possess, consume or be under the influence* of alcohol at any workplace. The term workplace includes all DISTRICT property including parking areas. No employee shall drive a DISTRICT vehicle within six hours of consuming any alcohol. No employee shall possess, consume or be under the influence of alcohol at any place while the employee is acting within the scope of employment. "Scope of Employment" for the purpose of this policy includes any period of time when an employee is performing required or voluntary services at the request of the DISTRICT. "Scope of employment" does not include voluntary presence at an after hour social activity associated with any conference, workshop, seminar or similar event where attendance is approved by the DISTRICT. No employee, however, shall drive to or from any such event in a DISTRICT vehicle while possessing (in the interior of the vehicle), consuming or being under the influence of alcohol. Any employee, who possesses, uses or is under the influence of alcohol at any workplace or at any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal, subject to Education Code and/or applicable State law. Any employee who is convicted of driving under the influence of alcohol with a pupil or another employee while acting within the scope of employment may be disciplined up to and including dismissal subject to Education Code and/or applicable State law.
4. No employee shall manufacture, distribute, dispense, possess, consume or be under the influence** of illegal drugs or controlled substances at any workplace. The term workplace includes all DISTRICT property including DISTRICT vehicles and parking areas. No employee shall manufacture, distribute, dispense, possess, consume or be under the influence of illegal drugs or controlled substances at any place while the employee is acting within the scope of employment. Any employee who manufactures, distributes, dispenses, possesses, uses or is under the influence of illegal drugs or controlled substances at a workplace or any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal pursuant to Education Code and/or applicable State law. Any employee who is convicted of driving

under the influence of illegal drugs or controlled substances with a pupil or another employee while acting within the scope of employment may be dismissed pursuant to Education Code and/or applicable State law.

*Factors to be considered in the determination of whether or not the person is under the influence of alcohol include but are not limited to those referred to in the checklist in Appendix 6.

**Factors to be considered in the determination of whether a person is under the influence of illegal drugs or controlled substances include but are not limited to those referred in the checklist in Appendix 6.

The terms illegal drugs and controlled substances include all chemical substances or drugs listed in any controlled substance laws or regulations. They include, but are not limited to:

Stimulants, which speed up central nervous system activity, e.g., amphetamines, cocaine and similar drugs.

Depressants, which relax central nervous system activity, e.g., narcotics, barbiturates or similar drugs.

Hallucinogens, which change perception and consciousness, e.g., marijuana, hashish, LSD and similar drugs.

Deliriant, which cause mental confusion and disorientation, e.g., glue solvents, aerosol sprays and similar drugs and substances.

The possession or use of drugs under and consistent with the specific directions of a physician is not prohibited.

5. All employees must notify the Superintendent in writing within five (5) days of any drug statute conviction for a violation occurring in any workplace or while the employee is acting within the scope of employment. All employees also must notify the Superintendent in writing within five (5) days of any conviction of driving while being under the influence of drugs or alcohol while the employee is acting within the scope of employment. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence.
6. The DISTRICT acknowledges that employees have a right of privacy in their personal property, but the DISTRICT through its authorized supervisors, has the right to inspect in whole or in part, any DISTRICT property, such as desks, lockers, cabinets, or other DISTRICT property at any time without prior notice with reasonable suspicion*** as it relates to this policy.
7. If there is a decision made to search an employee or the employee's personal property, when on DISTRICT property, representatives of law enforcement will be requested to conduct the search when there is reasonable suspicion to believe that the employee is in violation of the prohibitions in this policy and the employee is advised as to the reason for the search. An employee or an employee's personal property will not be searched without the employee's consent. If reasonable suspicion exists and the employee refuses to Consent to a search, he/she may be subject to discipline up to and including dismissal pursuant to Education Code and/or applicable State law based on the reasonable suspicion, but not on the refusal to consent to a search. If police find there are no

reasonable grounds to search, no disciplinary action will be taken.

***The term "reasonable suspicion" means a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a substance so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform the job safely is reduced. The term also means a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee possesses alcohol, illegal drugs or controlled substances.

8. To the extent that it does not impose an undue hardship on the DISTRICT, the DISTRICT encourages and will make it a priority to assist any employee with an alcohol or drug dependency to seek treatment or rehabilitation. Sick leave may be used by an employee for treatment or rehabilitation of an alcohol or drug dependency by a physician or other professional specializing in such treatment or rehabilitation. An employee will be permitted to participate in outpatient treatment and inpatient treatment.

9. The DISTRICT, when there is reasonable suspicion, may request that an employee submit to drug or alcohol testing. Reasonable suspicion normally requires either information from a reliable informant or another reasonable ground for suspecting that the testing will turn up evidence that this policy has been violated. A reasonable ground includes but is not limited to the employee, while acting within the scope of employment, appearing to be under the influence of alcohol or drugs, the employee is found in possession of alcohol or suspected controlled substances, the employee is involved in an accident whose nature indicates possible impairment of ability or judgment. When an employee seeks to return to work after being absent for treatment or rehabilitation from drug or alcohol dependency, the DISTRICT may request that the employee submit to a reasonable, mutually agreed upon period of drug or alcohol testing.

An employee is not required to submit to drug or alcohol testing without the employee's consent. If the employee refuses to consent to such testing, any discipline up to and including dismissal pursuant to Education Code and/or applicable State law shall be based on the reason(s) for the requested testing, not on the refusal to be tested. No discipline shall be imposed, however, unless the employee is advised as to the reason for the testing.

Any consent or refusal to submit to the testing shall be in writing. If the employee consents to the testing, the employee also shall authorize in writing the release of the test results. If the employee consents to the testing but refuses to authorize the release of the test results, disciplinary action will not be taken because of that refusal. Disciplinary action, however, may be taken based on other available evidence. If the employee refuses to release the test results to the DISTRICT, they will not be available to assist the employee in any decision regarding discipline.

When an employee appears to be under the influence of a drug or alcohol and testing is requested, a DISTRICT representative should escort the employee to the independent laboratory and/or clinic mutually pre-selected by the DISTRICT and the ASSOCIATION. The test(s) given shall also have been mutually pre-selected by the DISTRICT and the ASSOCIATION. The names of the identified lab/clinic and test(s) shall be contained in a side letter, which may be reviewed for possible revision at the request of either party.

The independent laboratory and/or clinic requested to conduct any testing shall be

instructed to:

- 9.1. Ask the employee to provide a specimen. Test the specimen for the presence of any prohibited substances.
- 9.2. Preserve and mark all specimens yielding positive results.
- 9.3. With written consent of the employee as specified in this section of this Article, return the lab report and any other information showing results to the District.

If the first laboratory tests show positive results, the specimen will be tested again using a different mutually pre-selected confirmatory test methodology. The employee may be asked to provide an additional specimen under the procedures described above.

DISTRICT representatives will attempt to interview any employee in the event a test shows positive results. The employee will be given an opportunity at such interview to explain the positive test results. The employee may request the presence of an ASSOCIATION representative.

10. Testing reports will be treated similarly to other confidential personnel documents which have restricted access.
11. If the results of any employee's drug test prove to be negative, no record of the testing will be placed in the employee's personnel file and the test results will be destroyed.
12. A copy of this Chapter (XII) will be given to all current employees and, hereafter, will become a part of any new employee's information packet.

CHAPTER XIII

RETIREMENT INCENTIVE

- A. Any certificated employee who notifies the DISTRICT by February 1 of his/her intent to retire effective at the end of that school year shall receive a retirement bonus of Two Thousand Five Hundred Dollars (\$2,500).

CHAPTER XIV

DISTRICT RIGHTS

Nothing in this Article shall be interpreted to allow the DISTRICT to violate any other provision in this Agreement. It is understood and agreed that the DISTRICT retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and power are the rights to: determine its organization; direct the work of its employees; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of DISTRICT operations; determine the

curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; take action in the event of an emergency that calls for immediate action including, but not limited to, an act of God, natural disaster, act of war, declaration of martial law, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure. The DISTRICT also reserves all of its rights under the Education Code to hire, classify, assign, transfer, evaluate, promote, terminate and discipline unit members.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the DISTRICT shall be limited only by the specific terms of this Agreement and only by their conformance with the law.

CHAPTER XV

TERM OF AGREEMENT

The ASSOCIATION and the DISTRICT agree that the term of the contract will be from July 1, 2015-June 30, 2018. There will be two re-openers for the District and two for ECSTA for 2016-2017 and 2017-2018.

In the event “energy costs” exceed the proposed budgeted amount by 5%, or in the event of any unforeseen catastrophic circumstances, the ASSOCIATION and the DISTRICT agree to reopen negotiations.

CHAPTER XVI

SAVINGS

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

CHAPTER XVII

PROVISIONS IN AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over DISTRICT practices and procedures where they are in conflict and over State law to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the Board of Trustees.

**CENTRAL UNION HIGH SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE – 2015-2016 SCHOOL YEAR
APENDIX 1**

7.55 % Increase over 2013-2014

Step	BA Degree and/or Credential	BA Degree plus 30 Sem Hrs	BA Degree plus 45 Sem Hrs or MA Degree	BA Degree plus 60 & MA or MA + 15 units or *Equivalent = BA + 75 Sem Hrs	BA Degree plus 75 units & MA or MA + 30	Doctorate or MA plus 60 New Cert Ed Initiative	
	I	II	III	IV	V	VI	
1	48,708	52,318	55,910	59,507	63,116	66,725	
2	51,219	54,810	58,436	62,031	65,638	69,249	
3	53,725	57,334	60,929	64,553	68,162	71,772	
4	56,235	59,845	63,452	67,061	70,655	74,296	
5	58,742	62,367	65,962	69,570	73,179	76,819	
6	61,280	64,876	68,484	72,094	75,687	79,343	
7	63,789	67,398	71,008	74,600	78,210	81,866	
8	66,313	69,908	73,515	77,125	80,719	84,391	
9	66,313	72,415	76,041	79,635	83,243	86,914	
10	66,313	72,415	78,532	82,156	85,750	89,438	
11	66,313	72,415	78,532	84,652	88,259	91,960	
12	66,313	72,415	78,532	84,652	90,769	94,484	
13	66,313	72,415	78,532	84,652	90,769	94,484	
14	66,313	72,415	78,532	84,652	90,769	94,484	ANNIVERSARY INCREMENTS
15	66,313	72,415	78,532	84,652	90,769	94,484	
16	68,807	74,925	81,101	87,175	93,290	97,007	Completed 15,
17	68,807	74,925	81,101	87,175	93,290	97,007	10 of which
18	68,807	74,925	81,101	87,175	93,290	97,007	in CUHSD
19	71,330	77,447	83,567	89,682	95,815	99,532	Completed 18,
20	71,330	77,447	83,567	89,682	95,815	99,532	13 of which
21	71,330	77,447	83,567	89,682	95,815	99,532	in CUHSD
22	73,840	79,971	86,073	92,192	98,309	102,055	Completed 21,
23	73,840	79,971	86,073	92,192	98,309	102,055	16 of which
24	73,840	79,971	86,073	92,192	98,309	102,055	in CUHSD
25	73,840	79,971	88,583	94,715	100,848	104,579	Completed 24,
26	73,840	79,971	88,583	94,715	100,848	104,579	19 of which
27	73,840	79,971	88,583	94,715	100,848	104,579	in CUHSD
28	73,840	79,971	91,120	97,239	103,355	107,102	Completed 27,
29	73,840	79,971	91,120	97,239	103,355	107,102	22 of which
30	73,840	79,971	91,120	97,239	103,355	107,102	in CUHSD
31	73,840	79,971	93,657	99,108	105,863	109,626	Completed 30,
32	73,840	79,971	93,657	99,108	105,863	109,626	25 of which
33	73,840	79,971	93,657	99,108	105,863	109,626	in CUHSD
34	73,840	79,971	96,198	100,978	108,370	112,149	Completed 33,
35	73,840	79,971	96,198	100,978	108,370	112,149	28 of which
36	73,840	79,971	96,198	100,978	108,370	112,149	in CUHSD
37	73,840	79,971	96,198	100,978	108,370	112,149	
38	73,840	79,971	96,198	100,978	108,370	112,149	
39	73,840	79,971	96,198	100,978	108,370	112,149	
40	73,840	79,971	96,198	100,978	108,370	112,149	

RULES AND REGULATIONS OF THE SALARY SCHEDULE

QUALIFICATIONS FOR PROBATIONARY TEACHERS TO ADVANCE COLUMNS ON SALARY SCHEDULE:

Teachers on probationary status who hold a provisional credential shall only advance columns if the units they submit for consideration are for the purpose of progression toward clearing their teaching credential. Once a teacher has earned their credential and tenure any and all prior units will be reevaluated for proper salary placement.

EXPERIENCE: Teachers new to the District initially employed for the 2002-2003 school year shall receive up to a maximum of seven (7) years outside experience credit. Teachers new to the District initially employed for the 2003-2004 school year shall receive up to a maximum of eight (8) years outside experience credit. One (1) year of experience, or major portion thereof, will represent one (1) step. Regular teaching and substitute teaching is credited only if 75% of the school year was taught. Hourly teaching shall not be credited for salary placement. *Prior to the 2001-2002 school year, a maximum of five years prior teaching experience was allowable provided the experience had been in a public or private elementary or secondary schools or colleges while holding a valid teaching credential.*

MILITARY & PEACE CORP. ALLOWANCE: Military credit shall be allowed as follows: One step for two or three years' service; two steps for four or five years; and three steps for six or more. All service (teaching, military, & Peace Corps) shall be verified by official documents and shall not result in placement beyond Step 9.

UNITS ACCEPTABLE FOR SALARY CREDIT: Units for salary credit shall be verified as upper division or graduate level by official transcripts from regularly accredited institutions and shall be taken subsequent to the date of the bachelor's and/or master's degree. All certificated employees shall furnish transcripts of credit to determine classification status. Personnel should refer to the Evaluation of Courses Policy when work is being taken for salary credit.

CHANGES IN SALARY DURING SCHOOL YEAR: After June 2007, all advances on the salary schedule (for increment purposes) shall take place only at the beginning of the new school year. Employees hired mid-year after June 2007, must wait until the 2nd July of employment to advance to the next step.

ANNIVERSARY INCREMENTS:

(NOTE: Only verified teaching experience in Peace Corps or military service will serve toward an anniversary increment.)

Anniversary increment #1: paid per year after the completion of 15 years of teaching experience, 10 years of which are in the CUHSD.

Anniversary increment #2: paid per year after completion of 18 years of teaching experience, 13 of which are in the CUHSD.

Anniversary increment #3: paid per year after completion of 21 years of teaching experience, 16 years of which are in the CUHSD.

Anniversary increment #4: paid per year after completion of 24 years of experience, 19 years of which are in the CUHSD.

Anniversary increment #5: paid per year after completion of 27 years of service, 22 years of which are in the CUHSD.

Anniversary increment #6: paid per year after completion of 30 years of teaching experience, 25 of which are in the CUHSD.

Anniversary increment #7: paid per year after completion of 33 years of teaching experience, 28 of which are in the CUHSD.

RETIREMENT STIPEND: Any certificated employee who notifies the District prior to February 1 of his/her intent to retire effective at the end of that school year shall receive a "retirement bonus" of two thousand five hundred dollars (\$2,500).

EXPLANATION OF *EQUIVALENT: Equivalent is 15 semester hours of approved upper division or graduate level course work related to specific grade level or subject competency following procedures outlined in BP 4131.5 and AR 2220. The equivalency provision is in effect 09-01-75 and no course work before that date will be considered as meeting the requirement of "equivalent". Candidates should contact the Director of Human Resources for specific information regarding salary advancement to Class IV without the Masters' Degree.

OTHER RATES OF PAY: If a substitute is employed for the semester or the entire school year as a temporary teacher, the employee is placed on the adopted salary schedule with full benefits.

The hourly rate for part time certificated employees is \$31 per hour for 2006-07; adult education hourly teachers will be paid in accordance with the adopted Adult Education salary schedule. Supplementary assignments will be paid according to a schedule adopted by the board. School librarians will be placed on the salary schedule and be subject to the same personnel policies as classroom teachers.

Special Education: Current teachers in Special Education (e.g. Resource Specialist, L.H., Speech, etc.) will be paid an additional five percent (5%) not to exceed \$2,577. The Special Education, Other Rates of Pay, shall be capped at \$2,577. Teachers receiving a five percent (5%) stipend of less than \$2,577. shall continue to receive the stipend until it reaches \$2,577, or until they leave a Special Education position. Newly hired teachers for the 1995-96 school year, and subsequent school years thereafter, will not qualify for the Other Rates of Pay, Special Education salary stipend. Any Special Education teacher currently receiving a stipend for that assignment who is involuntarily assigned to teach regular classes will lose his/her Special Education stipend in their new assignment; but, if reassigned to teach Special Education, shall have their stipend reinstated. That stipend shall be at 5% until the level of the cap is reached.

PAYROLL DEDUCTIONS: An undetermined amount in payroll deductions for family medical, dental, and life insurance coverage will be deducted monthly. The amount will be determined annually through negotiations between the teachers' union and the District. It is based upon the actual cost, less the amount negotiated to be paid by the district. At this time, the district contributes \$628.10 each month for each employee.

NATIONAL BOARD CERTIFICATION:

Teachers who earn National Board Certification will be compensated \$1,000 per year for a maximum of five years immediately following receipt of award.

Continues to Next page

CENTRAL UNION HIGH SCHOOL DISTRICT
APPENDIX 2
SUPPLEMENTARY ASSIGNMENT AND SALARIES 2013-2015

DEPARTMENT HEADS: This category is an extension of a teacher's regular teaching assignment and entails added time and responsibilities. Differences in department levels and responsibility factors reflect the number of teachers and number of required courses under the direction of the department head.

Commencing with the 2008-2009 school year, the district will give a release period to a teacher in each of the four (4) Core areas who applies by June 30, 2008 or in May of any year thereafter and who is willing to spend 100% of the period fulfilling the duties of observing the teachers in the department, with a majority of the time being spent on mentoring and helping any new teachers and being the BTSA/Induction support provider to teachers in the department as long as the teacher is compensated with the entire BTSA/Induction stipend as follows: \$1,500 for the 2nd teacher, and an additional \$1,500 for the third teacher, with a maximum of three (3) teachers being supported in any one year.

LARGE DEPARTMENTS: Are identified as having 11.0 or more full-time equivalent teachers in the department.

Base Salary 1 - \$26,803.	Responsibility Factor .120 = \$3,216.
Base Salary 2 - \$28,295.	Responsibility Factor .120 = \$3,395.
Base Salary 3 - \$29,791.	Responsibility Factor .120 = \$3,575.

MEDIUM DEPARTMENTS: Are identified as having 4.0 - 10.9 full-time equivalent teachers in the department.

Base Salary 1 - \$26,803.	Responsibility Factor .110 = \$2,948.
Base Salary 2 - \$28,295.	Responsibility Factor .110 = \$3,112.
Base Salary 3 - \$29,791.	Responsibility Factor .110 = \$3,277.

When a department reaches fifteen (15) members, a release period will be given to the department chair of that department. Through special projects funding, a site may provide a release period to a bargaining unit member(s) for purposes of curriculum development, leadership, or other purposes approved by the site Principal and the school site council.

CO-CURRICULAR ADVISORS: This category is co-curricular and in some cases involves competition. The activities involved are an extension of regular class activities. Any supplementary pay received must be considered to be in addition to receiving a regular salary for teaching a regular class during the school day. The additional pay must be for additional time as required and for some additional responsibilities.

CUHS Drama Coach - \$1,000 per performance up to a maximum of two (2) performances per school year.

SHS Drama Advisor; Set Decoration; Science Fair Advisor; Creative, New and/or Innovative Project

Base Salary 1 - \$26,803.	Responsibility Factor .040 = \$1,072.
Base Salary 2 - \$28,295.	Responsibility Factor .040 = \$1,132.
Base Salary 3 - \$29,791.	Responsibility Factor .040 = \$1,192.

Newspaper, Publications, Dance Instructor

Base Salary 1 - \$26,803.	Responsibility Factor .060 = \$1,608.
Base Salary 2 - \$28,295.	Responsibility Factor .060 = \$1,698.
Base Salary 3 - \$29,791.	Responsibility Factor .060 = \$1,787.

Chorus Director, Flag Advisor

Base Salary 1 - \$26,803.	Responsibility Factor .080 = \$2,144.
Base Salary 2 - \$28,295.	Responsibility Factor .080 = \$2,264.
Base Salary 3 - \$29,791.	Responsibility Factor .080 = \$2,383.

Drill Team, Yearbook (Annual), Orchestra Director; Academic Decathlon, Speech Advisor, Mock Trial Coach

Base Salary 1 - \$26,803.	Responsibility Factor .100 = \$2,680.
Base Salary 2 - \$28,295.	Responsibility Factor .100 = \$2,830.
Base Salary 3 - \$29,791.	Responsibility Factor .100 = \$2,979.

Band Director

Base Salary 1 - \$26,803.	Responsibility Factor .165 = \$4,423.
Base Salary 2 - \$28,295.	Responsibility Factor .165 = \$4,669.
Base Salary 3 - \$29,791.	Responsibility Factor .165 = \$4,916.
Base Salary 4 - \$31,285.	Responsibility Factor .165 = \$5,162.

EXTRA-CURRICULAR ADVISORS: This category is extra-curricular and in some cases involves competition. The stipend is for work outside the regular teaching duties.

Freshman Cheerleader; J.V. Cheerleader; Majorette; Head Junior and Head Senior Class (1 each class) Advisors

Base Salary 1 - \$26,803.	Responsibility Factor .040 = \$1,072.
Base Salary 2 - \$28,295.	Responsibility Factor .040 = \$1,132.

REGULAR COACHES: This category includes all assistant coaches in major sports and all head coaches of minor sports. These coaches assume additional responsibility, place themselves under public pressure, and put in considerable additional time beyond their regular instructional assignments.

- (a) Assistant football coach; assistant varsity track coach; head golf coach; head gymnastics coach; head swimming coach; junior varsity and freshman head football coaches; junior varsity girls head basketball coach; junior varsity and freshman head softball coach; junior varsity and freshman volleyball coaches; junior varsity and freshman head wrestling coaches; junior varsity and freshman head baseball coaches; junior varsity and freshman head basketball coaches, assistant varsity baseball coach; assistant varsity softball coach; assistant varsity soccer coach; head junior varsity soccer coach.

Base Salary 1 - \$26,803.	Responsibility Factor .080 = \$2,144.
Base Salary 2 - \$28,295.	Responsibility Factor .080 = \$2,264.
Base Salary 3 - \$29,791.	Responsibility Factor .080 = \$2,383.
Base Salary 4 - \$31,285.	Responsibility Factor .080 = \$2,503.

- (b) Assistant coaches in junior varsity and freshman sports who can assume the responsibility of directing the team in the absence of the coach normally assigned those duties. An assistant coach/trainer will be selected for each of the sport seasons: fall, winter, and spring.

Base Salary 1 - \$26,803.	Responsibility Factor .070 = \$1,876.
Base Salary 2 - \$28,295.	Responsibility Factor .070 = \$1,981.
Base Salary 3 - \$29,791.	Responsibility Factor .070 = \$2,085.
Base Salary 4 - \$31,285.	Responsibility Factor .070 = \$2,190.

(c) Athletic Trainer

Base Salary 1 - \$26,803.	Responsibility Factor .060 = \$1,608.
Base Salary 2 - \$28,295.	Responsibility Factor .060 = \$1,698.

HEAD VARSITY COACHES (Excluding Football): Additional responsibilities, time and pressure are assumed beyond those of assistant coaches: boys basketball; baseball; boys and girls track; wrestling; volleyball, softball; girls basketball; boys and girls cross-country; boys and girls tennis; boys soccer; girls soccer; and varsity pep squad advisor.

Base Salary 1 - \$26,803.	Responsibility Factor .120 = \$3,216.
Base Salary 2 - \$28,295.	Responsibility Factor .120 = \$3,395.
Base Salary 3 - \$29,791.	Responsibility Factor .120 = \$3,575.
Base Salary 4 - \$31,285.	Responsibility Factor .120 = \$3,754.

HEAD VARSITY FOOTBALL COACH: This person is in a unique position in the community, because of community interest and pressure; the position has a higher responsibility factor.

Base Salary 1 - \$26,803.	Responsibility Factor .165 = \$4,423.
Base Salary 2 - \$28,295.	Responsibility Factor .165 = \$4,669.
Base Salary 3 - \$29,791.	Responsibility Factor .165 = \$4,916.
Base Salary 4 - \$31,285.	Responsibility Factor .165 = \$5,162.

C.I.F. PLAYOFF COMPETITION: A coach earning a first or second place finish in conference competition has to extend his or her season beyond the time being paid for by the school district. Hence, any coach with a first or second place team who competes in a C.I.F. contest will receive \$100.00 each contest.

AGRICULTURE TEACHER: An agriculture teacher shall be paid their regular teachers' salary for 187 days plus an extra duty stipend equal to their regular teacher salary times .12 times the portion of the teaching day identified as agriculture classes.

LIBRARY MULTIMEDIA SPECIALIST: Added duties created by use of video equipment create a need for additional time from the person given the responsibility.

Base Salary 1 - \$26,803.	Responsibility Factor .120 = \$3,216.
Base Salary 2 - \$28,295.	Responsibility Factor .120 = \$3,395.
Base Salary 3 - \$29,791.	Responsibility Factor .120 = \$3,575.

ATHLETIC DIRECTOR AND ACTIVITIES DIRECTOR - In the event the position of Athletic Director is filled by a teacher.

Base Salary 1 - \$26,803.	Responsibility Factor .200 = \$5,361.
Base Salary 2 - \$28,295.	Responsibility Factor .200 = \$5,659.
Base Salary 3 - \$29,791.	Responsibility Factor .200 = \$5,958.
Base Salary 4 - \$31,285.	Responsibility Factor .200 = \$6,257.

CHAPERONES:

Chaperone for girls' teams when no female coach shall receive \$30.00 per away game.

WASC COORDINATOR:

The WASC Coordinator shall receive an annual stipend of \$3,000 during the year of self-study and the visitation year, and they shall receive a \$1,000 annual stipend in the off years.

FOOTNOTES:

*In order to advance a step, service must be unbroken. Any break in serving will result in a subsequent initial step one placement on returning to a particular service.

EFFECTIVE: July 1, 2005

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CENTRAL UNION HIGH SCHOOL DISTRICT

Appendix #3

**Comprehensive Teacher Evaluation Cycle
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DRAFT 2014-2015 CUHSD Comprehensive Teacher Evaluation Cycle DRAFT

Fall

1. Teacher Self-Assessment/ Goal Setting

- Refer to CSTP Rubric
- Identify Levels of the Rubric that Best Describe Your Practice
- Complete the Teacher Profile
- Set Professional Development, Classroom Instruction and Student Growth Goals

- *Optional Goal Setting Conference (can be combined with pre-observation conference)*

2. First Observation Cycle

- Complete Teacher Pre-Observation Conference Form
- Meet for Pre-Observation Conference
- Announced Classroom Observation
- Post-Conference with Teacher's Post-Observation Conference Form
- Written Observation Report from Evaluator

Winter

Additional
evidence
gathered
throughout
the cycle

4. Summative Scoring Process

- Teacher End-of-Year PD Goal Form with Reflection
- Classroom Instruction Goal Form with Reflection
- Student Growth Goal Form with Reflection
- Collection of Evidence (CSTP Rubric)
- Written Comprehensive Summative Evaluation form Signed by Evaluator and Teacher

Spring

- *Optional Pre-Summative Conference may be Requested (as needed for evidence collection)*

3. Second Observation Cycle

- Unannounced Classroom Observation
- Post-Conference with Teacher's Post-Observation Conference Form *(A date for the Summative Evaluation Conference is established at this meeting-no sooner than 10 business days from the second observation post-conference)*
- Written Observation Report from Evaluator
- Additional Evidence Provided by Teacher

Please Note: Probationary Teachers will complete this cycle each semester (spring/fall may be 2 or 3 observations each)

Central Union High School District
Comprehensive Teacher Evaluation Cycle

1. Teacher Self-Assessment and Teacher Profile (to be completed prior to the Pre-Observation Conference)

Using the CSTP Rubric for Teacher Observation, the teacher considers his/her teaching practice and reads the performance level descriptors for each CSTP Standard. The teacher circles or highlights the words/phrases that they believe most closely reflect their current level of performance for each component and places a rubric score or 1,2,3,or 4 in the “Teacher Self-Score” column. The teacher may provide the print document or email it to his/her evaluator in advance of the pre-observation conference.

Using the Teacher Profile template, the teacher completes the information on the form to give the evaluator some context for the year, and provides the print document or emails it to his/her evaluator a minimum of two work days in advance of the pre-observation conference.

2. Goal Setting (to be completed prior to the Pre-Observation Conference)

Prior to the Goal Setting and/or Pre-Observation Conference, the teacher will establish goals, one for each of the areas noted below, and establish the process that will be used to meet and evaluate each goal:

- CUHSD Teacher Professional Development Goal
- CUHSD Classroom Instruction Goal
- CUHSD Student Achievement Goal

The teacher completes Section A of the goal-setting forms for each goal listed above and provides the print documents or emails them to his/her evaluator a minimum of two work days in advance of the pre-observation conference.

Please Note: The teacher may establish these goals as an individual or as part of a team of teachers.

3. Pre-Observation Conference

The evaluatee and evaluator will establish a meeting date and time prior to the first observation to review the (self-score if provided by the teacher and) selected goals for the school year. It is the evaluator’s responsibility to establish this mutually agreed upon meeting date and time.

Based on professional judgment and scheduling needs, the teacher’s evaluator may split the Goal Setting and Pre-Observation Conference into two meetings: one for annual goal setting and one to plan the formal announced classroom observation.

The teacher and evaluator will collaboratively review, discuss, and if needed revise, each document during the conference.

4. Formal Classroom Observation and Post Conference Protocols

[Evaluator Responsibility] During the first formal announced, and future unannounced, classroom observations, the teacher’s evaluator will take observation notes of the presented lesson with their preferred note-taking tools.

[Evaluator Responsibility] The evaluator will provide notes in a written observation report in a draft form to the teacher before the post-observation conference. To further the goal of fostering a collaborative process, the evaluator will not assign an evaluative score until after the post-observation conference. During the post-observation conference the evaluator and teacher will reflect on the notes related to the classroom observation,

provide additional evidence and context, and engage in a collaborative conversation guided by the CSTP. Upon completion of the post-observation conference, the evaluator will provide a final written observation report which also includes an evaluative score based on observation, additional evidence samples, and collaborative discussion. Upon completion of the second Post-observation Conference, a date for the Summative Evaluation Conference will be established (no sooner than 10 school days from the date of the second Post-observation Conference).

Note that both announced and unannounced observations follow the format presented above. The number of observations in a given cycle for tenured teachers is two (2), one announced and one unannounced, with the classroom observation not less than fifty minutes. The administration reserves the right to add observations to the process beyond the specified two observations if needed.

First-year probationary teachers will be observed three (3) times during their first semester of employment and two (2) times during their second semester of employment following the format above. All other probationary teachers will be observed two (2) to three (3) times each semester following the format above with the administration reserving the right to add observations to the process if needed.

5. Summative Scoring Process and Conference

Prior to the summative conference, the teacher will complete the Section B End of Year Reflection portions of the CUHSD Teacher Professional Development Goal, Classroom Instruction Goal, and Student Achievement Goal Forms. The teacher will send all three completed goal forms to the evaluator a minimum of two work days prior to the Summative Evaluation Conference.

The teacher has the option to schedule a pre-summative meeting and bring additional evidence they wish to discuss and have included as part of the comprehensive Summative Evaluation form.

At the summative evaluation conference written observation reports, teacher's goals, reflections, and evidence of effective teaching and learning are reviewed and discussed in addition to the CUHSD Summative Evaluation Form.

Upon completion of this process, the teacher is provided a copy of the CUHSD Summative Evaluation form that will be submitted and placed in the evaluatee's personnel file along with the Formative CSTP Evidence Collection form.

A teacher's signature on the Formative CSTP Evidence Collection form and/or the Summative Evaluation form does not necessarily signify agreement. Teachers may submit a written response that will be attached to the document being addressed by the written response.

2014-15 Evaluation Cycle Teacher Profile

In preparation for the teacher evaluation process, please fill out this profile and return it to your evaluator.

Teacher Information							
Name:		Credential Type					
Credentials Held: <i>Please list all credentials you currently hold in CA and in other states.</i>	1.	<input type="checkbox"/> Intern <input type="checkbox"/> Prelim <input type="checkbox"/> Clear	Exp. Date:				
	2.	<input type="checkbox"/> Intern <input type="checkbox"/> Prelim <input type="checkbox"/> Clear	Exp. Date:				
	3.	<input type="checkbox"/> Intern <input type="checkbox"/> Prelim <input type="checkbox"/> Clear	Exp. Date:				
	4.	<input type="checkbox"/> Intern <input type="checkbox"/> Prelim <input type="checkbox"/> Clear	Exp. Date:				
	5.	<input type="checkbox"/> Intern <input type="checkbox"/> Prelim <input type="checkbox"/> Clear	Exp. Date:				
Years of Teaching Service							
In-district:				Location:			
Out-of-district (in-state):				Location:			
Out-of-state:				Location:			
Total Years of Teaching Service:							
Teaching Assignments							
Subject Areas Taught During Career: <i>Please list the subjects you have taught previously during your career. Add lines as needed.</i>	1.						
	2.						
	3.						
	4.						
	5.						
Courses Teaching this Year: <i>Please list all courses you are teaching this year.</i>	1.						
	2.						
	3.						
	4.						
	5.						
Total Number of Periods per Day Teaching: (Overload?)		<i>Place an X under any days of the week that you regularly give quizzes, tests or exams, or days that would not be productive for classroom observations.</i>	M	T	W	Th	F
Total Number of Preps:							
Extra Duties							
Compensated Duties: <i>Please list any additional duties (other than teaching) for which you are compensated by CUHSD.</i>	1.						
	2.						
	3.						
	4.						
	5.						
Non-paid Duties: <i>Please list any additional school duties performed for which you are not compensated by CUHSD.</i>	1.						
	2.						
	3.						
	4.						
	5.						
Other							
<i>Please provide any additional information you wish.</i>							

CUHSD Teacher Professional Development Goal

Section A:

Teacher Name:	Evaluator's Name:	Date:
Teaching Assignment:	School:	

Instructions: Based on your self-assessment and your administrator's input, set and develop one Professional Development goal tied to the school improvement plan, district initiatives, or the CSTP's. At the end of the school year, reflect on this Professional Development goal.

Professional Development Goal – Describe the area of knowledge or skill that you would like to focus on this year.

Identify the California Standard for the Teaching Profession you will be addressing:

Goal Setting	Section B: End of Year Reflection																																								
What would success in this goal look like? How will you know when you have achieved it?	Describe your progress toward this goal.																																								
What evidence will you use to monitor your progress?	What evidence can you share to demonstrate your progress?																																								
Describe the professional development activities and action plan you will put into place to work toward your goal.	List professional development activities in which you participated.																																								
Anticipated Challenge Level on a scale from 1-10. <i>(Place an "X" below it.)</i>	Actual Challenge Level on a scale from 1-10. <i>(Place an "X" below it.)</i>																																								
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1	2	3	4	5	6	7	8	9	10																																
1	2	3	4	5	6	7	8	9	10																																

What are your reflections on your overall success toward meeting your professional development goal?

CUHSD Classroom Instruction Goal

Instructions: Based on your self-assessment and your administrator's input, set and develop one Classroom Instruction goal tied to the CCSS, the CUHSD Common Language of Instruction or the CSTP's. At the end of the school year, reflect on this Classroom Instruction goal.

Section A:

<p>Classroom Instruction Goal – Describe the area of knowledge or skill that you would like to focus on this year.</p> <p>Identify the CCSS, CUHSD Common Language of Instruction or CSTP you will be addressing:</p>

Goal Setting	Section B: End of Year Reflection																																								
<p>What would success in this goal look like?</p> <p>How will you know when you have achieved it?</p>	<p>Describe your progress toward this goal.</p>																																								
<p>What evidence will you use to monitor your progress?</p>	<p>What evidence can you share to demonstrate your progress?</p>																																								
<p>Describe the instructional activities/routines you will put into place to work toward your goal.</p>	<p>List any professional development activities in which you participated.</p>																																								
<p>Anticipated Challenge Level on a scale from 1-10. (<i>Place an "X" below it.</i>)</p>	<p>Actual Challenge Level on a scale from 1-10. (<i>Place an "X" below it.</i>)</p>																																								
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<p>What are your reflections on your overall success toward meeting your classroom instruction goal?</p>
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CUHSD Student Achievement Goal

Instructions: Based on assessed student need, set and develop **one** Student Achievement goal tied to **either** an identified sub-group of students not reaching full potential, or a goal for all students. For either option, use a minimum of two student growth data sources to set and measure this goal. At the end of the school year, reflect on this Student Achievement goal.

Section A:

<p>Student Achievement Goal – Describe the student achievement goal that you would like to focus on this year.</p> <p>Identify if the goal addresses all students or a sub-group:</p>																																									
<p>Goal Setting</p>	<p>Section B: End of Year Reflection</p>																																								
<p>What would student success in this goal look like?</p> <p>How will you know when they have achieved it?</p>	<p>Describe student progress toward this goal.</p>																																								
<p>What are the <u>two data sources</u> that will be used to set this goal?</p>	<p>What evidence can you share to demonstrate student progress?</p>																																								
<p>Describe the action plan you will put into place to accomplish this goal.</p>	<p>List steps taken to achieve this goal.</p>																																								
<p>Anticipated Challenge Level on a scale from 1-10. <i>(Place an "X" below it.)</i></p>	<p>Actual Challenge Level on a scale from 1-10. <i>(Place an "X" below it.)</i></p>																																								
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<p>What are your reflections on your overall success toward meeting your student achievement goal?</p>																																									

Pre-Observation Conference Form

Teacher Name:	Evaluator's Name:	Date:
Teaching Assignment:	School:	# of Students:

Instructions: Please prepare responses to the questions below to discuss with your evaluator at the Pre-observation Conference. **Turning in this form with written responses is optional.**

1. To which part of the curriculum does this lesson relate?
2. How does this learning fit in the sequence of learning for this class?
3. Briefly describe the students in this class, including those with special needs.
4. What are your learning targets for this lesson? What do you want the students to remember, understand, apply, analyze, evaluate, and/or create?
5. How will you engage the students in the learning? What will you do? What will the students do? Provide any worksheets or other materials the students will be using.
6. How will you differentiate instruction for different individuals or groups of students in the class?
7. How will you know if the students have met the learning targets?
8. Is there anything that you would like me to specifically observe during the lesson?

Post Observation Conference Form

Teacher Name:	Evaluator's Name:	Date:
Teaching Assignment:	School:	# of Students:

Instructions: Please prepare answers to the questions below to discuss with your evaluator at the post-observation conference. **Turning in this form with written responses is optional.**

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?

2. If you have samples of student work, what do they reveal about the students' levels of engagement and depth of understanding?

3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these impact student learning?

4. Did you depart from your plan? If so, how and why?

5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials, and resources). To what extent were they effective?

6. If you had an opportunity to teach this lesson again to the same group of students, what would you do differently?

Please bring any other relevant evidence.

CUHSD CSTP Rubric for Teacher Observation

Standard 1: Engaging and Supporting All Students in Learning				
Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.				
N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished
Standard Elements	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>
1.1 Using knowledge of students to engage them in learning	shows little or no concern with the lives of students and how their lives relate to the content.	makes some connections between the content and students' lives.	builds relationships with students so that they can be successful academically: makes frequent connections between content and students' lives.	builds trust with students and fosters relationships so that students can thrive academically: adapts teaching to reflect knowledge of students.
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	makes few or no connections between the classroom learning and the students' prior knowledge, experiences, backgrounds, and perspectives: rarely opens a lesson or unit to capture student attention and interest.	makes some connections between classroom learning and students' prior knowledge, experiences, or interests: occasionally opens a lesson or unit to capture student attention and interest.	makes substantial connections between classroom learning and students' prior knowledge, experiences, and interests: frequently opens a lesson or unit to capture student attention and interest.	connects classroom learning to students' life experiences and cultural backgrounds: supports all students to use first and second language skills to achieve learning goals: opens a lesson or unit to capture student attention and interest.
1.3 Connecting subject matter to meaningful, real-life contexts	makes few or no connections to how the content is relevant in real-life: establishes no purpose for learning the content.	makes some connections to how the content is useful in real-life: makes some connections to the purpose for learning the content.	often makes connections between the subject matter and real-life contexts: seeks feedback from students regarding the relevance of the content to their lives.	makes frequent connections between the subject matter and real-life contexts: provides opportunities for students to apply learning in real-life contexts.
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	does not adequately use instructional materials, resources and technologies or they may be inaccessible to some students: makes little effort to locate supplementary materials, to reflect diverse perspectives or to relate to cultural or linguistic needs of students.	uses limited instructional materials, resources, and technologies to convey key subject matter concepts: locates or adapts some supplementary materials to reflect diverse perspectives, or to relate to cultural and linguistic needs of students.	consistently uses varied instructional materials, resources, and technologies, to promote students' understanding of content. A rich variety of resources is consistently available to students and reflects diverse perspectives, experiences, and cultural and linguistic needs of students.	selects and uses a variety of instructional resources to address learning styles, and to promote student understanding. Students can independently access a variety of materials, resources, and technologies that reflect the diversity of the classroom and support students' learning needs and styles.
1.5 Promoting critical thinking through inquiry, problem solving, and reflection	provides few opportunities for students to problem solve, analyze, or investigate in lessons: encourages student questioning, but most are low-order, fact-based: provides few or no opportunities for student reflection.	models and encourages open-ended, higher-order questions, and provides opportunities for students to ask questions and solve problems within a subject: students ask some higher-order questions: monitors student learning, and provides some opportunities for students to reflect individually.	regularly provides opportunities and support for students to engage in problem solving: asks questions that are half higher-order: monitors student learning, and provides opportunities for students to reflect individually and with peers.	encourages students to ask critical thinking questions and consider diverse perspectives about subject matter: provides opportunities for students to think about, discuss, and evaluate content: monitors student learning, and frequently provides opportunities for students to reflect individually and with peers.
1.6 Monitoring student learning and adjusting instruction while teaching	rarely elicits relevant student questions or comments during a lesson: rarely asks checking for understanding questions.	elicits some questions from students during a lesson to monitor their understanding: asks few checking for understanding questions.	uses students' questions and comments during a lesson to extend their understanding: frequently checks for understanding and modifies instruction based on feedback from students.	systematically checks for student understanding and revises plans accordingly: incorporates a variety of strategies in a lesson to check for student understanding using strategic questioning; employs a method for calling on non-volunteer students randomly.

Standard 2 Creating and Maintaining Effective Environments for Student Learning				
Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.				
N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished
Standard Elements	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>
2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	has not established a classroom environment that promotes fairness or respect: responses to student behaviors are often unfair, inconsistent, or inequitable.	establishes a climate of caring, equity and respect: has developed relationships and rapport with students: responds to students fairly, consistently, and equitably.	The teacher models and promotes fairness, caring, equity, and respect: acknowledges and shows respect for student race, class, sexual orientation, religion, culture, language, and/or gender: encourages students to take risks and be creative.	actively responds to and respects diversity: encourages, supports, and recognizes creativity, risk-taking and unique contributions of all. The teacher's response to student behavior also demonstrates flexibility and adaptations as needed.
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	takes no action to correct a physical environment that may have one or more safety hazards, and materials are difficult to access by students with special needs: creates few or no room displays and little or no student work is posted. Few or no planned student interactions are observed.	ensures the physical environment is clean and arranged for safety and accessibility for <i>all</i> students: facilitates individual student engagement in learning and access to necessary instructional materials: creates room displays which include some student work and are related to current topics of study.	allows for group interaction and structures the physical space to meet the needs of the students: creates room displays, which contain key information, are used in learning activities and represent current topics of study: displays a variety of student work regularly that is related to current topics of study.	promotes group interaction and social development by arranging the physical space: manages materials, and resources to accommodate individual student needs, and promote positive interactions: puts up student-created room displays used in learning activities and current study topics.
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	does not arrange the learning environment to facilitate positive and productive classroom interactions: does not allow students to take risks or to express opinions related to the topic or subject of discussion.	arranges the learning environment to facilitate positive and productive classroom interactions: allows students to take some risks and to express opinions related to the topic or subject of discussion.	arranges the learning environment to facilitate positive and productive classroom interactions: models appropriate risk-taking and how to express thoughtful and respectful opinions related to the topic or subject.	arranges the learning environment to facilitate positive and productive classroom interactions: encourages students to take risks and to express thoughtful and respectful opinions related to the topic or subject of discussion.
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	has low expectations for student learning: provides few or no opportunities for students to evaluate their own work and to learn from the work of their peers: takes little or no responsibility for student success.	sets generally high expectations for all students: provides students poorly structured opportunities to examine and evaluate their own work and to learn from the work of their peers: provides access to academic content for all students.	sets high expectations for all students: provides students frequent and structured opportunities to examine and evaluate their own work and to learn from the work of their peers: provides access to challenging and diverse academic content for all students.	sets high expectations for all students and supports them to achieve at high levels: provides all students opportunities to examine and evaluate their own work and to learn from the work of their peers: ensures access to challenging academic content for all
2.5 Developing, communicating, and maintaining high standards for individual and group behavior	tolerates inappropriate student behavior: responds slowly to behavioral issues: continues teaching as students behave badly: responds to inappropriate behaviors in an unfair, and inequitable way.	responds to behavioral issues: usually responds to inappropriate behaviors in a fair and equitable way: sometimes talks with students about taking responsibility for their own behavior and actions.	supports appropriate student behavior: responds quickly to behavioral issues: responds to inappropriate behaviors in an efficient, fair, and equitable way: talks with students about taking responsibility for their own behavior.	fosters and supports appropriate student behavior: works proactively to prevent and respond quickly to minimize behavioral issues: helps all students learn to take responsibility for their own behavior and actions.
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	has procedures and routines not clearly established or effectively enforced, resulting in confusion and loss of instructional time: rarely monitors or holds students accountable for being ready and on task.	ensures that classroom procedures and routines work moderately well: periodically clarifies or reinforces a procedure or timeline, with little loss of instructional time: sometimes monitors student readiness and time on task.	ensures that procedures and routines work smoothly: holds all students accountable for time on task: Students understand and follow directions with no loss of instructional time.	implements reasonable and flexible schedules and routines that promote student self-sufficiency: modifies procedures and rules to support student learning.
2.7 Using instructional time to optimize learning	engages in discussion of irrelevant topics: allows time for students to be unproductive: transitions take too long and instructional goals are not met due to poor pacing.	rarely engages in off-topic conversation: usually provides for instruction or activities that engage students throughout the period: transitions are generally smooth with little loss of time on task.	paces lessons to achieve instructional goals: avoids irrelevant topics: adjusts instructional time so that all students remain engaged and challenged.	paces instruction to accomplish learning goals: re-directs students' off-task behavior to make the most of instructional time: adjusts instructional time so that all students remain engaged and challenged.

Standard 3				
Understanding and Organizing Subject Matter for Student Learning				
Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.				
N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished
Standard Elements	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>
3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	lacks knowledge of subject matter and it is frequently evident: student learning outcomes are rarely evident, or rarely linked to subject knowledge.	has a clear, basic knowledge of subject matter and understands which skills and key concepts to teach: sometimes makes direct connections between subject knowledge and expected student outcomes.	has knowledge of the subject matter with breadth and depth and incorporates key concepts and different perspectives: consistently and directly connects subject knowledge to student learning outcomes.	has knowledge of content in-depth: is current and consistently incorporates key concepts, themes, connections, and student learning outcomes: actively has students demonstrate depth of knowledge.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	teaches all students identically, not identifying or taking into consideration their specific needs: does not give any form of pre-assessment for lessons/units.	identifies English learners and students with special needs and is aware of who they are: uses some form of pre-assessment for lessons/units	identifies English learners and students with special needs and organizes curriculum taking into consideration what their needs are: uses some form of pre-assessment for lessons/units	differentiates instruction for English learners' and students with special needs: uses pre-assessments to make decisions about instruction.
3.3 Organizing curriculum to facilitate student understanding of the subject matter	rarely organizes the curriculum or incorporates key concepts, themes or skills: curriculum is often not directly connected to the CCSS/Next Generation Standards: may not encourage students to think critically.	organizes and designs curriculum based on essential, grade-level appropriate CCSS/Next Generation Standards which results in students demonstrating understanding of key concepts within those standards: encourages critical thinking about standards.	clearly organizes and aligns curriculum to the CCSS/Next Generation Standards: curriculum design clearly focuses on key themes and concepts and facilitates standards-based achievement: frequently engages students in critical thinking about standards.	builds curriculum that is developmental, demonstrates depth, and connects various concepts and themes. The CCSS/Next Generation Standards are used to plan and adapt instruction, and to create specific outcomes for all students, which include demonstrating critical, higher order thinking about the subject matter.
3.4 Utilizing instructional strategies that are appropriate to the subject matter	rarely matches instructional strategies appropriately to subject matter content or concepts and may not encourage students to think critically.	uses at least one appropriate instructional strategy from a larger repertoire to make content accessible to students: encourages students to think critically and to extend their knowledge of the subject matter.	uses a variety of appropriate instructional strategies to make content accessible to students and develop understanding: challenges and supports students to think critically and to extend their knowledge of subject matter.	selects from a wide variety of appropriate instructional strategies to address individual learning styles and needs so all students understand: challenges and supports students to construct their own knowledge, think critically, and see relationships.
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	does not use CCSS-aligned, district adopted instructional materials: uses identical materials to serve all students including English learners and students with special needs.	uses CCSS-aligned, district adopted instructional materials: uses identical materials to serve all students including English learners and students with special needs.	uses CCSS-aligned, district adopted instructional materials: adapts materials to serve English learners and students with special needs.	uses CCSS-aligned district adopted instructional materials: selects materials and resources to support differentiated learning: learns about and accesses new instructional resources to support all students' learning.
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	is unaware of the needs of English learners and students with special needs in class: makes few or no adjustments to instruction to meet the needs of these students: makes little or no effort to help students meet IEP goals.	is aware of the needs of English learners and students with special needs in class: makes some adjustments to instruction to meet the needs of these students: makes some effort to help students meet IEP goals.	is aware of the needs of English learners and students with special needs in class: makes significant adjustments to instruction to meet the needs of these students: makes consistent effort to help students meet IEP goals.	selects materials, resources, and technologies to support instruction of English learners and students with special needs: ensures access to the critical concepts for students at various levels of English proficiency and for students with special needs. Addresses IEP goals.

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.

N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished
Standard Elements	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	develops instructional plans that show limited understanding and use of students' academic readiness, language proficiency, and cultural backgrounds thus limiting their access to academic content.	develops instructional plans that reflect the needs of some students and provide access to the academic content without regard to the diversity of learning needs.	develops instructional plans that reflect the learning needs of most students and routinely addresses language proficiency needs of the majority.	uses knowledge of students' diverse learning needs to plan instruction that builds on student academic readiness, language proficiency, and cultural background to promote access with academic content standards.
4.2 Establishing and articulating goals for student learning	articulates few or no goals based on the academic standards: they are not clear and/or articulated to students.	sometimes articulates goals for student learning to students in daily lessons.	posts and articulates daily instructional goals to all learners and the goals reflect academic content standards.	establishes and articulates long-term and short-term goals for student learning that reflect the diverse learning needs of all students and that are based on the academic content standards.
4.3 Developing and sequencing long-term and short-term instructional plans to support learning	does not demonstrate long and short term student learning needs and/or instructional plans reflective of the established prescribed curriculum.	demonstrates the use of instructional plans with short term goals of the prescribed curriculum with some regard to student learning needs.	demonstrates short term goal planning based on assessment that incorporates the learning needs of all students.	designs an instructional program that considers long-term and short-term goals to support learning for all students and incorporates the prescribed curriculum, pacing, and assessments as established through collaboration with colleagues.
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	uses lesson plans that lack effective structure and/or uses strategies that do not support students' diverse learning needs.	uses lesson plans that have structure that extends the learning for the needs of the majority of students: utilizes the same strategy throughout the lesson.	uses lesson plans that have structure that extends the learning for the majority of students through the use of a variety of strategies.	develops unit and daily lesson plans that build on and extend all students' understanding of subject matter through a variety of strategies to meet diverse learning needs.
4.5 Adapting instructional plans and curricular materials to meet assessed learning needs of all students	adapts instructional plans rarely or never to reflect student performance on/results of formative or summative assessment.	adapts instructional plans sometimes to reflect student performance on formative assessment to meet the learning needs of the majority of students.	adapts instructional plans based on formative assessment performance of all students.	adapts instructional plans and curricular materials based on formative and summative assessments to meet diverse learning needs of all students.

Standard 5: Assessing Students for Learning

Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting, and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.

N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished
Standard Elements	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments	uses assessments that are not aligned to the type of instruction or learning outcomes to appropriately reflect student learning.	reports student learning utilizing assessments designed and agreed upon with colleagues.	uses a variety of assessment strategies to guide instruction in addition to the use of assessments agreed upon with colleagues.	uses grading practices designed to draw on multiple sources of assessment information to reflect student learning and are appropriate to the learning outcomes being evaluated.
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	does not collect assessment data and use it/them to inform instructional planning.	records student achievement from a limited number of assessment sources: evidence of student learning is shared with students and families.	uses standardized test scores, select teacher and district assessments to understand student progress with the established learning goals: results are communicated to students and their families.	keeps a comprehensive record of group and individual student achievement that is analyzed to inform and plan instruction: the plans are reflective of diverse student learning needs and are shared with stakeholders.
5.3 Reviewing data, both individually and with colleagues, to monitor student learning	reviews data limited to mandated meetings with colleagues and does not guide the planning and instructional needs of students.	discusses assessment data results with colleagues: uses it/them to modify some instructional planning and teaching to meet the needs of the majority of learners.	monitors student learning by reviewing individual student data and the collective class data with colleagues: uses assessment data to determine when and how to modify instruction to meet diverse learning needs.	Reviews student assessment data with colleagues to monitor student learning and plan instruction that supports the diverse learning needs of students: eliminates gaps between students' potential and their performance.
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	uses little if any assessment data to plan, guide, or modify instruction.	uses limited assessment data to establish learning goals for the instructional needs of the majority of learners.	routinely uses summative assessments to plan and differentiate learning to meet the needs of diverse learners.	uses multiple sources of assessment data to measure student progress and to revise instructional plans to support the diverse needs of learners: regularly uses formative assessment to modify instruction.
5.5 Involving all students in self – assessment, goal setting, and monitoring progress	does not encourage, model, or support the students in self-assessment and goal monitoring is not in evidence.	encourages self-assessment during some learning activities: provides limited opportunities for peer discussions of work.	models and encourages self-assessment: students are provided some opportunities to engage in goal setting and to engage in peer discussions about classwork.	Makes ongoing student reflection and self – assessment routine to the learning process: students are provided multiple opportunities to engage in peer discussions about class work and to set goals.
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	provides assessment feedback and communication of student learning limited to calendared grade reporting dates.	uses with assistance some technology resources to assess, analyze, and communicate student learning.	routinely uses some technologies to assess, analyze, and communicate progress of student learning.	routinely uses all available technologies to assist in assessment, analysis, and communication of student learning.
5.7 Using assessment information to share timely and comprehensible feedback with students and their families	provides assessment feedback information to students and their families that does not provide timely support to improve learning.	communicates assessment information to students as they complete learning activities.	communicates to students and families assessment information that is comprehensible and that allows some opportunities to improve student learning.	Provides all students and their families timely assessment information and feedback to support and improve student learning.

Standard 6: Developing as a Professional Educator				
Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in purposeful growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.				
N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished
Standard Elements	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>	<i>The Teacher...</i>
6.1 Reflecting on teaching practice in support of student learning	rarely uses reflection to assess instructional practices that will move teaching practice forward through the formulation of a professional development plan.	reflects upon some lessons or areas of teaching practice: professional development plans are developed with assistance to support teacher and student learning.	reflects on instructional practices in relation to student learning and uses results to formulate professional development plans in relation to areas of concern.	reflects on instructional successes and dilemmas to move practice forward: analyzes to assess professional growth over time and to formulate professional development plans that influence teaching and learning over the long term.
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	collects little or no evidence to ensure that continuous and purposeful professional growth is maintained to expand knowledge and apply effective application of new instructional methods and technologies.	establishes professional goals with assistance that are provided to meet school and district priorities.	pursues new knowledge and skills through opportunities available to the professional community.	establishes professional goals that are informed by reflection, school and district priorities, and professional literature that will refine teaching approaches and make curriculum accessible to all students through the incorporation of new methodologies and technologies.
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	engages in little or no collaboration with colleagues to support teacher and student learning established by the school and district goals and priorities.	engages in collaboration with some colleagues, and seeks out help to meet students' needs.	documents collaboration with school and district colleagues in support of some practices to improve teacher and student learning; seeks help to meet students' needs.	documents collaboration with teachers, administrators, and resource teachers, to support school and district priorities for teacher learning; engages in dialogue and reflection to support the practice of teaching and student learning.
6.4 Working with families to support student learning	respects students' families, but the teacher has limited communication with families and does not support participation in the school learning community.	respects some students' families as demonstrated by teacher initiated communication and may provide support for selected students' learning.	respects the majority of students' families demonstrated through positive communication: provides opportunities to engage families as sources of knowledge to increase individual student learning.	demonstrates an understanding and respect of all students' families' racial, cultural, linguistic, and socioeconomic background that is used to engage families in the educational program and further student learning and engagement in the school community.
6.5 Engaging local communities in support of the instructional program	demonstrates limited knowledge of the community or knowledge of how to access community resources that could be utilized to support the instructional program.	identifies community resources and uses them to support students and their families but collaboration between the instructional program, student learning, and community resources is not evident.	values and draws upon the local community and upon many community resources to support student learning of the instructional program.	respects and values local communities for their role in student learning through the use of community resources and collaboration to benefit the instructional program.
6.6 Managing professional responsibilities to maintain motivation and commitment to all students	uses few or no strategies that maintain professional motivation and commitment to students and colleagues: a positive attitude is not evident.	manages professional responsibilities and maintains motivation with support from school and district colleagues.	maintains motivation and commitment is evident in attitude and engagement in professional work.	maintains professional motivation and commitment to students and colleagues: is positive, and supports the balance of professional responsibilities with personal needs.
6.7 Demonstrating professional responsibility, integrity, and ethical conduct	is selective in demonstrating professional responsibility to stakeholders.	demonstrates professional responsibility through contributions to student success by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders.	demonstrates professional responsibility through contributions to students by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders: remains informed of and meets professional obligations to implement school, district, state, and federal policies.	demonstrates all previously listed (inclusive of the first three columns) professional obligations to students, colleagues, school, and the profession.

CUHSD Formative CSTP Evidence Collection

Teacher Name:

OBS 1 Date:

OBS 2 Date:

Standard 1: Engaging and Supporting All Students in Learning					Optional Teacher Self-Score	OBS 1	OBS 2
Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.							
N/O=Not Observed	5. Practice Not Consistent	6. Practice Developing	7. Practice Consistent	8. Practice Distinguished			

Observation 1	Observation 2

Commendations/Evidence:

Observation 1	Observation 2

Suggestions for Growth/Evidence:

Standard 2: Creating and Maintaining Effective Environments for Student Learning					Optional Teacher Self-Score	OBS 1	OBS 2
Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.							
N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished			

Commendations/Evidence:

Observation 1	Observation 2

Suggestions for Growth/Evidence:

Observation 1	Observation 2

Standard 3: Understanding and Organizing Subject Matter for Student Learning					Optional Teacher Self-Score	OBS 1	OBS 2
Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.							
N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished			

subject matter accessible to all students			
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content			

Observation 1	Observation 2

Commendations/Evidence:

Suggestions for Growth/Evidence:

Observation 1	Observation 2

Standard 4: Planning Instruction and Designing Learning Experiences for All Students				Optional Teacher Self-Score	OBS 1	OBS 2
Teachers use knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short-term instructional plans to support student learning. Teachers plan instruction that incorporates appropriate strategies to meet diverse learning needs of all students. They modify and adapt instructional plans to meet the assessed learning needs of all students.						
N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished		
4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction						
4.2 Establishing and articulating goals for student learning						
4.3 Developing and sequencing long-term and short-term instructional plans to support learning						
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students						
4.5 Adapting instructional plans and curricular materials to meet assessed learning needs of all students						

Commendations/Evidence:

Observation 1	Observation 2

Suggestions for Growth/Evidence:

Observation 1	Observation 2

Standard 5: Assessing Students for Learning				Optional Teacher Self-Score	OBS 1	OBS 2
Teachers apply knowledge of the purposes, characteristics, and uses of different types of assessments. They collect and analyze data from a variety of sources and use those data to inform instruction. They review data, both individually and with colleagues, to monitor student learning. Teachers use assessment data to establish learning goals and to plan, differentiate, and modify instruction. They involve all students in self-assessment, goal setting, and monitoring progress. Teachers use available technologies to assist in assessment, analysis, and communication of student learning. They use assessment information to share timely and comprehensible feedback with students and their families.						
N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished		
5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments						
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction						
5.3 Reviewing data, both individually and with colleagues, to monitor student learning						
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction						
5.5 Involving all students in self –assessment, goal setting, and monitoring progress						
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning						
5.7 Using assessment information to share timely and comprehensible feedback with students and their families						

Commendations/Evidence:

Observation 1	Observation 2

Suggestions for Growth/Evidence:

Observation 1	Observation 2

Standard 6: Developing as a Professional Educator					Optional Teacher Self-Score	OBS 1	OBS 2
Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in purposeful growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.							
N/O=Not Observed	1. Practice Not Consistent	2. Practice Developing	3. Practice Consistent	4. Practice Distinguished			
6.1 Reflecting on teaching practice in support of student learning							
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development							
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning							
6.4 Working with families to support student learning							
6.5 Engaging local communities in support of the instructional program							
6.6 Managing professional responsibilities to maintain motivation and commitment to all students							
6.7 Demonstrating professional responsibility, integrity, and ethical conduct							

Commendations/Evidence:

Observation 1	Observation 2

Suggestions for Growth/Evidence:

Observation 1	Observation 2

I have read this Formative Evaluation, but my signature does not necessarily signify agreement. I understand that a copy of this document will be placed in my personnel file. I also understand that I may prepare a written response which will be attached to this document.

Evaluatee: _____ Date: _____ Evaluatee: _____

_____ Date: _____

Evaluator: _____ Date: _____ Evaluator: _____

_____ Date: _____

Standard 2: Overall Rating -

Standard 3: Understanding and Organizing Subject Matter for Student Learning

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

N/O	1	2	3	4

Standard 3: Overall Rating -

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet assessed learning needs of all students

N/O	1	2	3	4

Standard 4: Overall Rating -

Standard 5: Assessing Students for Learning

- 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
- 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
- 5.3 Reviewing data, both individually and with colleagues, to monitor student learning
- 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
- 5.5 Involving all students in self –assessment, goal setting, and monitoring progress
- 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
- 5.7 Using assessment information to share timely and comprehensible feedback with students and their families

N/O	1	2	3	4

Standard 5: Overall Rating -

Standard 6: Developing as a Professional Educator

- 6.1 Reflecting on teaching practice in support of student learning

N/O	1	2	3	4

- 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
- 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
- 6.4 Working with families to support student learning
- 6.5 Engaging local communities in support of the instructional program
- 6.6 Managing professional responsibilities to maintain motivation and commitment to all students
- 6.7 Demonstrating professional responsibility, integrity, and ethical conduct

Standard 6: Overall Rating -

- Completed Professional Development Goal with Reflection
- Completed Classroom Instruction Goal with Reflection
- Completed Student Growth Goal with Reflection
- Preparation for Pre-Observation Conference is Evident
- Preparation for Post-Observation Conference is Evident

Yes	Part	No

Areas of Strength

Areas for Growth

- Recommend for re-employment for _____. (All standards overall ratings at or above 2.0)
- Recommend for re-employment for _____ with continued evaluation. (One standard overall rating below 2.0)
- Recommend for re-employment for _____ with continued evaluation and referral to PAR. (Two or more standards overall ratings below 2.0 OR one standard overall rating of 1.0, not including Standard Six)

I have read this Summary Evaluation, but my signature does not necessarily signify agreement, I understand that a copy of this document will be placed in my personnel file. I also understand that I may prepare a written response which will be attached to this document.

Evaluatee _____ Date _____

Evaluator _____ Date _____

Appendix #4-A
CENTRAL UNION HIGH SCHOOL DISTRICT
Certificated Evaluation Form for Non-Instructional Personnel
**Librarian, Resource Teachers, Coordinators, Teachers on Special Assignment
Summary Evaluation**

NAME: _____ DATE: _____

ASSIGNMENT: _____ SCHOOL: _____

Annual evaluation for period ending: _____

Criteria: 4 - Exceeds Expectations 2 - Needs Improvement NA – Not Applicable 3 - Meets Expectations 1 – Unsatisfactory

I. PERSONAL QUALITIES:

- _____ a. Demonstrates constructive relationships with colleagues, parents, students, and others.
- _____ b. Demonstrates organizational skills appropriate to their positions.
- _____ c. Demonstrates technical skills appropriate to their positions.
- _____ d. Displays initiative and works with minimal supervision.
- _____ e. Adapts to situations and emergencies.
- _____ f. Exhibits professional manner and dress.
- _____ g. Adheres to professional ethics.

Comments:

II. WORK HABITS AND DUTIES:

- _____ a. Maintenance of positive attendance and punctuality.
- _____ b. Maintenance of records related to the essential functions of the position.
- _____ c. Assists teachers in specific skills related to their area of responsibility.
- _____ d. Procurement of reading and resource materials conducive to high school grade levels.
- _____ e. Performs task(s) in a timely and orderly manner.
- _____ f. Identifies library resource materials available to meet the student needs in course content areas.
- _____ g. Provides support for staff through academic coaching and in modeling good teaching strategies as related to their area of responsibility.
- _____ h. Maintenance of an effective use of time.
- _____ i. Assists in the implementation of the schools' vision as stated in the school improvement plan, district improvement plan, e.g. WASC, Single Plan for Student Achievement, etc.

Comments:

III. SCHOOL ENVIRONMENT:

- _____ a. Assists with ensuring a safe and orderly environment.
- _____ b. Assists students in social development and responsibility.

Comments:

IV. ATTACH STATEMENT OF GOALS:

_____ a. Performance related to narrative of established goals.

Comments:

V. COMMENDATIONS:

VI. RECOMMENDATIONS:

I have read this Summary Evaluation, but my signature does not necessarily signify agreement. I understand that any written statement I wish to make regarding this report will be attached to all copies of the document. I also understand that a copy will be placed in my personnel file.

Evaluator _____ Date _____
Evaluatee _____ Date _____

Appendix #4-B
CENTRAL UNION HIGH SCHOOL DISTRICT
Certificated Evaluation Form for Non-Instructional Personnel
Secondary School Counselors
Summary Evaluation

NAME: _____ DATE: _____

ASSIGNMENT: _____ SCHOOL: _____

Annual evaluation for period ending: _____

Criteria: *4 - Exceeds Expectations* *2 - Needs Improvement* *NA - Not applicable*
 3 - Meets Expectations *1 - Unsatisfactory*

I. PERSONAL QUALITIES:

- _____ a. Demonstrates constructive relationships with colleagues, parents, students and others.
- _____ b. Displays initiative and works with minimal supervision.
- _____ c. Adapts to situations and emergencies.
- _____ d. Exhibits professional manner and dress.
- _____ e. Adheres to professional ethics.

Comments:

II. WORK HABITS AND ATTITUDE:

- _____ a. Maintenance of positive attendance and punctuality.
- _____ b. Maintenance of records related to graduation requirements and the essential functions of the position.
- _____ c. Implements programs which utilize school and community resources.
- _____ d. Performs task in a timely and orderly manner
- _____ e. Counseling of students in areas of career planning.
- _____ f. Identifying student needs for course offerings and scheduling changes.
- _____ g. Provides support for staff in communication with parents on attendance, discipline, and students with special needs.

Comments:

III. SCHOOL ENVIRONMENT:

- _____ a. Assists with ensuring a safe and orderly environment.
- _____ b. Assists students in social development and responsibility.

Comments:

IV. ATTACH STATEMENT OF GOALS:

_____ a. Performance related to narrative of established goals.

Comments:

V. COMMENDATIONS:

VII. RECOMMENDATIONS:

I have read this Summary Evaluation, but my signature does not necessarily signify agreement. I understand that any written statement I wish to make regarding this report will be attached to all copies of it. I also understand that a copy will be placed in my personnel file.

Evaluator: _____ Date _____

Evaluatee: _____ Date _____

APPENDIX #5

PEER ASSISTANCE AND REVIEW PROGRAM

- A. This DISTRICT and the ASSOCIATION agree that the DISTRICT in any school year, beginning on July 1, 2000, may implement the California Peer Assistance and Review Program for Teachers (PAR Program) under California Education Code Sections 44500 – 44508 consistent with the provisions in this Article. As specifically cited by the Legislature, the PAR Program is intended to be a “critical feedback mechanism that allows exemplary teachers to assist veteran teachers in need of development in subject matter knowledge or teaching strategies, or both.”

The District and the Association also agree that, in any school year, the PAR Program may be contingent upon the actual receipt by the District of adequate funding from the State specifically designated for the PAR Program. The District may take reasonable action so that (it) the District does not lose any funding under the PAR Program, as long as such action is consistent with this Article, and there is prior consultation with the Joint Teacher – Administrator Review Panel, hereinafter referred as the PANEL. Pursuant to Education Code Section 44506(c), the PANEL also may recommend how to expend PAR Program funds from the State for any other allowable purpose, which includes, but is not limited to, any program that supports the training and development of new teachers.

- B. For any school year during which the District determines to implement the PAR Program the Superintendent or designee shall establish a PANEL. This PANEL shall be composed of three (3) permanent classroom teachers and two (2) administrators who are appointed by the Superintendent. The PANEL shall schedule its meetings. To have a meeting, two of the teachers on the PANEL and one of the administrators on the PANEL must be present.
1. All Teachers, in a secret ballot election conducted by the ASSOCIATION in cooperation with the Superintendent, shall select the three permanent classroom teachers. ASSOCIATION members shall attempt to ensure selection of one (1) teacher from CUHS and one (1) from SHS. In order to be on the ballot, a permanent teacher must submit a written communication to the ASSOCIATION at least five (5) working days prior to the election expressly indicating a desire to be on the ballot and also expressly indicating a commitment to perform all of the required duties of the Panel for a period of two (2) years. It is acceptable for the administration and members of the ASSOCIATION to encourage applicants for the PANEL.
 2. Any teacher who accepts this responsibility may not apply for an Administrative position within the Central Union High School District.
 3. The teachers on the ballot will be ranked by the number of votes that they receive from the ASSOCIATION members voting at each school. If only one teacher is being selected, and representatives from both comprehensive high schools are already on the board, then the teacher receiving the highest number of votes will be selected. If two positions are open, the highest ranked teachers from the site(s) which will keep the requisite balance of representation in the district will be elected to the panel (as outlined in section 2.A.). The Superintendent or designee and the Association President or designee shall count the ballots.
 4. All terms shall be two (2) years. Terms shall be staggered such that two members are elected in even years, and one member is elected in odd years.

5. In the event of a resignation, the ASSOCIATION shall select another teacher to serve the remainder of the member's term.

C. The duties of the PANEL include the following:

1. Determining the number of Consulting Teachers that will be required each school year. This number shall be based upon the number of teachers participating in the PAR Program. .
2. Conducting at least one (1) classroom observation of the Consulting Teacher candidate before he/she is selected, as required by Education Code Section 44502(c)(2). This observation shall be arranged and agreed to by the PANEL, the site principal, and the candidate.
3. Selecting and notifying Consulting Teachers by June 15th prior to the school year in which they will serve as Consulting Teachers. To facilitate the duties of the PAR Panel, the administration shall notify the PAR Panel no later than April 15th as to the number of teachers it intends to refer for PAR participation
4. Reviewing and recommending whether to combine the District's PAR Program with those of any other school district authorized by Education Code Section 44503(d).
5. Assigning each Consulting teacher to (a) specific Program Participant(s). If a Program Participant disagrees with the consulting teacher assignment, he/she may make a written appeal to the PANEL. Any such appeal must be made within twenty (20) teacher contract days from the first meeting between the consulting and participating teacher, and must specify the reason(s) for the appeal. The PANEL shall make the final decision on whether to continue the assignment of the consulting teacher.

D. Reviewing peer review reports of program participants prepared by consulting teachers.

1. Making confidential written recommendations to the Governing Board regarding non-voluntary participants in the PAR Program. These written recommendations will be reviewed in closed session. Members of the PANEL shall not disclose the confidential written recommendations except to the Superintendent or designee, the Governing Board, and the participating teacher.
2. Evaluating annually the impact of the PAR Program and submitting recommendations for improvement to the Governing Board and the Association no later than June 15th. This annual evaluation may include, but is not limited to, interviews or surveys of Program Participants.

E. Any Consulting Teachers selected by majority vote of the PANEL shall meet the following criteria:

1. Experience as a classroom teacher for at least five (5) out of the last seven (7) years and employed by the CUHSD for the past three (3) years.
2. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the educational needs of pupils in different contexts.
3. An Evaluation history that contains no Notice of Unprofessional Conduct under Education Code Section 44939(a) within the last four (4) years; no Notice of Unsatisfactory Performance under Education Code Section 44938(b); and/or a Summary Evaluation document which includes an overall rating of 2.0 or lower on standards 1-5 (or any *needs improvement* or *unsatisfactory performance* in an area of

instruction on the evaluation instrument in effect prior to the 2001-2002 school year).

4. Non-membership on the PANEL.
5. Volunteers to be a consulting teacher and agrees to perform all duties faithfully and competently. (In the event that there are not a sufficient number of volunteers, the teachers on the PANEL will seek and encourage candidates who meet all of the other eligibility criteria.)

F. The duties of any Consulting Teachers shall include the following:

1. Providing professional assistance to program participants to improve teaching skills and subject matter knowledge. Education Code Section 44500(b)(4) provides that there shall be a cooperative relationship between the consulting teacher, the Principal, and the PANEL with respect to the process of peer assistance and review. The professional assistance should include, but not be limited to, specific written suggestions for improvement, sample instructional materials, specific lesson plans, and advice on available resources.
2. Preparing written peer review reports of non-voluntary program participants and submit them to the PANEL no later than May 1st. The peer review reports shall be based upon clear performance goals established at the beginning of the peer review process which shall be in writing, aligned with pupil learning, and consistent with Education Code Section 44662 (a provision in the Stull Act), and the California Standards for the Teaching Profession.
3. Completing no fewer than six (6) classroom observations (of the PARed teacher) at least two weeks apart. An observation shall be a minimum of thirty (30) minutes for each program participant. There shall be no fewer than four (4) conferences with each program participant regarding classroom observations. Each observation should include a Pre- and Post-conference. Since the classroom observations require released time for the Consulting Teacher, such observations must be scheduled with the approval of the site Principal.

G. Participating Teachers: All classroom teachers are eligible to receive assistance and coaching to improve instructional skills, classroom management, subject matter knowledge, and related aspects of teaching performance. There are three (3) categories of teachers who may receive assistance under the PAR program.

1. Experienced Teacher – Referred for Participation
 - a. The purpose of participation in the PAR program is to help correct job-related deficiencies and to assist the unit member in improving performance. Permanent employees who receive on the Summary Evaluation an Overall Rating below 2.0 on two Standards (on Standard One through Five) OR an Overall Rating of 1.0 (on Standard One through Five) will be required to participate in the PAR program as an intervention.
 - b. The Referred Participating Teacher will continue to receive assistance from the Consulting Teacher until it is determined that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. Two Interim Reports (due by November 15 and February 15) and one Final Report (due by April 30) shall be completed by the Consulting Teacher each year indicating the progress being made by the Participating Teacher. All reports will be submitted to the Chair of the PANEL.
2. Volunteer Teacher Participants
 - a. Teachers may volunteer for participation in the PAR program at any time by making written request

to the PANEL. Application forms will be made available in workrooms at all school sites and shall be submitted to the Chairperson of the PAR Panel. The application process is to be considered a confidential request and may be done without the knowledge or consent of administration. The Volunteer Teacher may terminate participation at any time following a minimum of three months participation.

- b. All communication between the Volunteer Teacher Participant and Consulting Teacher are confidential. Any written reports are for the sole benefit of the Volunteer Teacher Participant and will not be provided to the PANEL, administration or personnel file with the exception of a PAR Activity Record. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the evaluation of the teaching performance of the Volunteer Teacher Participant.

3. Beginning Teacher Participants

- a. In order to help new teachers successfully begin their careers in the District, all newly hired unit members who are less than fully credentialed and with less than two years of teaching experience will be required to participate in a new teacher support program funded through the PAR Program.
- b. Based upon their completion of coursework and credentialing requirements, new teachers will participate in the Beginning Teacher Support and Assessment (BTSA) Program, Intern Program, Pre-Intern Program, or the District's designated Pre Pre-Intern Program.
- c. Support Providers, Intern Support Providers, Pre-Intern Coaches, and Pre Pre-Intern Coaches will be paired by site administration and applicable program coordinators.

- H. If, in any school year, there are few or no Program Participants, the Superintendent and PANEL may jointly agree to provide professional assistance under the PAR Program to classroom teachers, to re-designate Consulting Teachers, and to utilize PAR Program monies for various activities, such as curriculum development, staff development, or teacher coaches.
- I. Peer review reports completed by the Consulting Teacher of the non-voluntary program participant shall be provided to the PANEL and the participating teacher in accordance with the designated time line. All reports shall be placed in the personnel file with copies given to the Superintendent or designee at the conclusion of the year. Both the program participant and the Superintendent or designee may submit a written response, which will be attached to the peer review report in the personnel file. A written response by the Program Participant is the sole remedy to the peer review report. Peer review reports are confidential documents. A peer review report is not a substitute for an evaluation done by an administrator and does not supersede an evaluation conducted by an administrator. The panel may request that an administrator conduct a follow-up evaluation.
- J. The PANEL may recommend removal of any member if that person fails or refuses to perform his/her required duties. Administrative members may be removed only with approval by the Superintendent. Teacher members may be removed only with approval by the ASSOCIATION.
- K. The PANEL may terminate the selection of a consulting teacher whenever, in the judgment of the PANEL, any such teacher fails or refuses to perform his/her required duties. A replacement shall be selected as soon as possible consistent with the relevant provisions in the Appendix.
- L. The three (3) classroom teachers on the PANEL and any consulting teachers selected by the PANEL are not considered to be either management or supervisory employees for purposes of the Educational Employment Relations Act.
- M. The three (3) permanent classroom teachers on the PANEL will be required to perform duties related to

their assignment on the PANEL outside of the regular workday. Each shall be paid at the hourly rate of \$31 for time dedicated to serving on the panel. Hours will be submitted on a monthly basis by use of a timecard. However, if the funding actually received during the school year from the State specifically designated for the PAR Program is less than the budgeted amount, then the stipend may be decreased by an amount proportional to the decrease in State funding. However, no teacher stipend shall be reduced once he/she has accepted his/her position for that year.

- N. Since any Consulting Teacher, Coach or Support Provider will be required to perform duties related to his/her assignment outside of the regular workday, each shall receive an annual stipend determined by the number of teachers with whom he/she works or duties that are assigned. A Consulting Teacher shall receive a stipend of \$500 for the purposes of training. Payment will be made at the conclusion of the school year contingent upon the completion of the required trainings. In addition, the Consulting Teacher shall receive \$100 per month for each Voluntary PAR participant, and/or \$200 for each Non-voluntary PAR participant. At no time shall a Consulting Teacher provide assistance to more than two teachers at any one time under any program.

New Teacher Coaches and Support Providers for the Intern, Pre-Intern, and other District designated new teacher programs shall receive a stipend of \$1,000 for working with one (1) new teacher for an entire school year; or \$2,000 for working with two (2) new teachers. Due to the additional training and responsibilities of the BTSA Program, BTSA Support Providers shall receive a stipend of \$1,500 for working with one (1) new teacher for an entire school year; or \$2,500 for working with two (2) new teachers. The funding for Coaches and Support Providers will be provided by a combination of BTSA, Intern, Pre-Intern, and/or PAR funding depending upon the status of the new teacher with whom they are working and the amount of funding provided by the applicable program. However, if the funding actually received during the school year from the State specifically designed for the PAR Program is less than the budgeted amount, then the stipends may be decreased by an amount proportional to the decrease in State funding. All stipends will be paid at the end of the school year contingent upon fulfillment of the requirements of the position.

- O. The remaining funds actually received during the school year from the State, specifically designated for the PAR Program, may be used by the Superintendent, with the advice and consent of the PANEL, or the PANEL in consultation with and agreement of the Superintendent, for various activities such as curriculum development, staff development, substitutes, instructional materials, supplies, and other educational activities. No more than five percent (5%) may be expended for administrative expenses.
- P. Program Participants shall receive no additional compensation because of their participation in the PAR Program.
- Q. All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:
 - 1. In response to subpoena or order of the court
 - 2. The final report may be used by the district in any employment action based upon instructional performance
- R. The District shall hold harmless the members of the PAR Panel and the Consulting Teacher(s) for any liability arising from their participation in this program.

APPENDIX #6
CENTRAL UNION HIGH SCHOOL DISTRICT

Administrative Office
351 Ross Avenue
El Centro, CA 92243
(760) 336-4500 Phone
(760) 352-1865 Fax

FORM A

MANAGER/SUPERVISOR CHECKLIST

(INSTRUCTIONS TO MANAGER/SUPERVISOR: Please indicate with an "X" as appropriate.)

	<u>QUESTIONS</u>	<u>YES</u>	<u>NO</u>
1. SMELL OF ALCOHOL ON BREATH OR PERSON?	_____	_____	_____
2. SLURRED SPEECH?	_____	_____	_____
3. DISORIENTATION: IS EMPLOYEE CONFUSED ABOUT – WHERE HE OR SHE IS? WHAT DAY IT IS? WHAT TIME IT IS?	_____	_____	_____
4. LACK OF MOTOR COORDINATION?	_____	_____	_____
5. MOOD: BELLIGERENT? MOODY? ECSTATIC?	_____	_____	_____
6. SKIN COLOR: PALE? FLUSHED?	_____	_____	_____
7. EXCESSIVE PERSPIRATION?	_____	_____	_____
8. EXCESSIVE TRIPS TO REST ROOM?	_____	_____	_____
9. BLOODSHOT EYES?	_____	_____	_____
10. DILATED PUPILS?	_____	_____	_____
11. TRACES OF ALCOHOL IN ANY CONTAINERS?	_____	_____	_____
12. CONFESSION OF EMPLOYEE THAT HE OR SHE WAS DRINKING ALCOHOL OR INGESTING DRUGS?	_____	_____	_____
13. REPORT OR CONFESSION OF OTHER EMPLOYEES?	_____	_____	_____
14. TRACES OF DRUGS?	_____	_____	_____
15. TRACES OF DRUG PARAPHERNALIA?	_____	_____	_____

CENTRAL UNION HIGH SCHOOL DISTRICT MANAGER/SUPERVISOR CHECKLIST

- 16. SMELL OF MARIJUANA? _____
- 17. CONGREGATION OF EMPLOYEES IN REMOTE AREAS OF THE DISTRICT'S FACILITIES OR IN AREAS WHERE EMPLOYEES USUALLY DO NOT FREQUENT? _____
- 18. WEARINESS, FATIGUE OR EXHAUSTION? _____
- 19. DETERIORATING PHYSICAL APPEARANCE? _____
- 20. YAWNING EXCESSIVELY? _____
- 21. BLANK STARE OR EXPRESSION? _____
- 22. SUNGLASSES WORN AT INAPPROPRIATE TIMES? _____
- 23. CHANGES IN APPEARANCES AFTER LUNCH OR BREAK? _____
- 24. WITHDRAWING AND AVOIDING PEERS? _____
- 25. COMPLAINTS FROM CO-WORKERS? _____
- 26. EXCESSIVE ABSENTEEISM, ESPECIALLY MONDAYS, FRIDAYS AND DAYS BEFORE OR AFTER HOLIDAYS? _____
- 27. UNAUTHORIZED OR UNSCHEDULED ABSENCES? _____
- 28. UNUSUALLY HIGH NUMBER OF INCIDENCE OF COLDS, FLU, UPSET STOMACHS AND HEADACHES? _____
- 29. PROLONGED LUNCH HOURS? _____
- 30. TARDINESS? _____
- 31. UNEXPLAINED DEPARTURES FROM WORK OR DISAPPEARANCES FROM THE JOB AREA? _____
- 32. MORE THAN AVERAGE NUMBER OF JOB-RELATED MISTAKES, INJURIES OR ACCIDENTS? _____
- 33. DECREASE IN EFFICIENCY OR PRODUCTIVITY? _____

SIGNATURE OF MANAGER OR SUPERVISOR

DATE

**CENTRAL UNION HIGH SCHOOL DISTRICT
GRIEVANCE FORM
LEVEL II**

Submission of Complaint – All portions of this section must be completed by the grievant.

Employee's Name _____ Work Location _____

Date of conference, Level I _____

Statement of Grievance _____

Circumstances of policy or regulation alleged violated _____

Decision rendered at informal conference – Use extra sheet (four copies).

Specific remedy sought _____

Date _____

Grievant's Signature _____

Upon completion of this section grievant shall present original, green, yellow and pink copies to immediate supervisor. Goldenrod copy to be held by grievant.

Immediate Supervisor's

Response _____

Date _____ Immediate Supervisor Signature _____

Upon completion of this section, immediate supervisor shall retain original, return green copy to grievant, forward yellow copy to Superintendent. Pink copy to be held by immediate supervisor.

____ Original Immediate Supervisor _____ Copy Held by Immediate Supervisor _____ Copy Immediate Supervisor to Grievant _____ Copy Grievant
____ Copy Superintendent

**CENTRAL UNION HIGH SCHOOL DISTRICT
GRIEVANCE FORM
LEVEL III**

Appeal to the Superintendent or Designee – This form must be completed by grievant. Final green copy of Grievance Form Level I must be attached.

Reason for Appeal: _____

Remedy Sought: _____

Date _____ Grievant's Signature _____

Upon completion of this section grievant shall present original, green, yellow and pink copies to Superintendent or designee. Goldenrod copy is held by grievant.

Superintendent or Designee's response _____

Date _____ Superintendent's Signature _____

Upon completion of this section, Superintendent or designee shall retain original and forward green copy and green copy of completed Level I to grievant, yellow copy to grievant's immediate supervisor. Pink copy will be held by the Superintendent.

____ Original Superintendent or Designee ____ Copy Held by Superintendent ____ Copy Returned to Grievant ____ Copy Held by Grievant
____ Copy Immediate Supervisor

**CENTRAL UNION HIGH SCHOOL DISTRICT
GRIEVANCE FORM**

LEVEL IV

Appeal to the School Board – This section must be completed by grievant. The green copy of completed grievance forms, Levels I and II must be attached.

I hereby request that the grievance outlined on the attachment be reviewed by the Board of Education.

Date _____ Grievant's Signature _____

Upon completion of this section, grievant shall present original, green, yellow and pink copies and all attachments to the Board of Education via the Superintendent of Schools. Goldenrod copy to be held by grievant.

Board of Education's Reply _____

Date _____	Signature _____
Date _____	Signature _____
Date _____	Signature _____
Date _____	Signature _____
Date _____	Signature _____

Upon completion of this section, the green copy will be returned to grievant, the yellow copy to Superintendent or designee, who signed Level II, and the pink copy retained by the immediate supervisor.





____ Original Board of Education via Superintendent _____ Copy Returned to Grievant _____ Copy to Superintendent or designee _____ Copy Immediate Supervisor
____ Copy Held by Grievant

SIGNATORY PARAGRAPH

**CENTRAL UNION HIGH
SCHOOL DISTRICT**

**EL CENTRO SECONDARY
TEACHERS' ASSOCIATION**

By: 
Renato Montafio, Superintendent

By: B. B. T.





Ratified by the Board of Trustees

Ratified by the Association

On: June 23, 2015

On: June 4, 2015