

Collective Bargaining Agreement

By and Between
Fontana Unified School District
And
Fontana Teachers Association

EFFECTIVE
July 1, 2024 through June 30, 2027

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ARTICLE 1

AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding Agreement (“Agreement”) by and between the Fontana Unified School District (“District”) and the Fontana Teachers Association/CTA/NEA (“Association”), an employee organization.
- 1.2 Any use of gender in this Agreement shall be interpreted as referring to either male or female as applicable and shall not serve as a limitation on the basis of sex.
- 1.3 The terms, “employee,” “employees,” “unit member,” and “Association member” shall be synonymous with “bargaining unit member.”
- 1.4 The terms “employer” and “District” shall be synonymous with the “Fontana Unified School District.”

ARTICLE 2
RECOGNITION

- 2.1 The District confirms its recognition of the Association as the exclusive representative for the unit of certificated employees recognized by the District at the Board meeting of November 3, 1976.
- 2.2 The District and the Association recognize job titles evolve. The categories listed below are intended to represent Bargaining Unit Members.
- 2.3 Bargaining Unit Members are employed in the following categories and positions:
- 2.3.1 Classroom Teachers
 - Elementary School
 - Middle School
 - High School
 - Pre-School
 - Transitional Kindergarten (TK)
 - Kindergarten
 - Reserve Officers' Training Corps (ROTC)
 - Career Technical Education (CTE) Full-Time
 - 2.3.2 Online/Virtual Teachers
 - Virtual Learning Program (VLP)
 - Actively Creating Connections Ensuring Student Success (ACCESS)
 - 2.3.3 Support Teachers
 - Associated Student Body (ASB) Advisor
 - College and Career Readiness Site Lead
 - Work Experience
 - Teacher On Assignment (TOA)
 - Induction
 - Early Education Support Teacher
 - 2.3.4 Intervention/Enrichment Teachers
 - Elementary Itinerant
 - Instrumental Music
 - Instructional Support Teachers (IST)/Intervention
 - 2.3.5 Special Education Teachers and Providers
 - Mild to Moderate Support Needs (MMSN)
 - Moderate to Severe/Extensive Support Needs (ESN)
 - Early Childhood Special Education (ECSE)
 - Deaf and Hard of Hearing (DHH)
 - Adapted Physical Education (APE)
 - Orthopedically Impaired (OI)
 - Speech Language Pathologist (SLP)
 - Orientation and Mobility (O&M)

- Visual Impairments (VI)

2.3.6 Counselors

- School Counselor
- Comprehensive Student Support Provider (CSSP)
- Counselor At-Promise

2.3.7 Others

- Teacher Librarian
- School Nurse
- Fontana Teachers Association (FTA) President

2.4 The following positions are excluded from the Bargaining Unit:

- Certificated and Classified Management
- Supervisory and Confidential Employees
- Classified Bargaining Unit Members
- Outside Agency Contracted Personnel

ARTICLE 3

NON-DISCRIMINATION

- 3.1 Consistent with state and federal law, neither the District nor the Association shall discriminate against any bargaining unit member on the basis of disability, gender, gender identity, gender expression, marital status, age, sexual orientation, nationality, race or ethnicity, religion, or any other protected class, or for participation or non-participation in Association activities.

ARTICLE 4

DISTRICT RIGHTS

- 4.1 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 powers are the right to:
- 4.2 Determine its organization; direct the work of its employees; determine the times and hours of operation; 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; contract out work; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action in the event of an emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy crisis; hire, classify, assign, transfer, evaluate, promote, terminate, and discipline bargaining unit members.
- 4.3 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District and the adoption of policies, rules, regulations, and practices in furtherance thereof shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the law.
- 4.4 Nothing in the Article is intended to limit, undermine, or waive the Association's rights to meet and negotiate concerning matters within the scope of representation.
- 4.5 Nothing in this Article is intended to limit, undermine, or waive the Association's right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1 Subject to reasonable rules and regulations, the Association and its officers shall have the right to use school buildings and facilities for Association activities only outside established work hours except:
- (A) When an authorized Association representative secures advance permission from the Superintendent, or designee, for use of school facilities within established work hours,
 - (B) When Association activities do not interfere with the school program or duties of bargaining unit members, and
 - (C) When Association activities do not interfere with the rights of bargaining unit members to refrain from listening to or speaking with Association representatives.
- 5.2 Designated representatives of the Association shall be allowed to visit schools to conduct Association business provided, upon arrival at any school, such representative shall make their presence known to the Principal, or designee. In no event shall such representative interfere with the instructional program of the school.
- 5.3 The Association agrees to pay a reasonable fee for any unusual wear or damage to District facilities caused by Association activities.
- 5.4 The Association shall have the right to post notices with an appropriate Association identification regarding activities and matters of Association concern on designated bulletin boards, at least one (1) of which shall be provided at each school site in areas frequented by bargaining unit members.
- 5.5 The Association may use the District mail service and mailboxes for communications to bargaining unit members.
- 5.5.1 Copies of all Association material posted or distributed using district property/services for general Association information shall be provided to the Superintendent or Designee at the time the information is posted and/or distributed.
- 5.6 The Association will not post or distribute information which is knowingly false or defamatory. Such postings shall be subject to immediate removal by the District.
- 5.7 Provision will be made for Association announcements at the conclusion of each faculty meeting.
- 5.8 Names, addresses, and telephone numbers of all bargaining unit members shall be provided to the Association, without cost, no later than November 1 of each school year. This requirement shall not apply to bargaining unit members who have requested that their addresses and/or telephone numbers not be released.
- 5.9 The District shall furnish the Association, upon request, all information necessary and relevant for the Association to fulfill its responsibilities in connection with the negotiations and maintenance of the Collective Bargaining Agreement. Such information shall be provided within a reasonable time following the request.

- 5.10 The Association shall be provided one (1) hour on the District orientation agenda to conduct an Association orientation meeting.
- 5.11 The Association shall have the right to eighty (80) days annually of Association leave for Association representation. The Association shall reimburse the District at the District-incurred substitute cost for each day of Association leave expended and not reimbursed by the California State Board of Control. No one (1) Association representative shall be permitted to use more than twenty (20) days of Association leave in connection with this article.
- 5.12 The Association President shall be released from their regular duties in the District. The District shall pay the President the same salary and fringe benefits they would have received without loss of seniority or other rights and benefits. The District shall return the President to the same position, if available, or an equivalent position at the completion of their term in office.
- 5.13 While serving in the capacity of Association President, the individual remains an employee of the District and is under the direction of the Superintendent, or designee, except when performing Association duties.
- 5.14 The Association recognizes the obligation to keep detailed records for the purpose of the District obtaining reimbursement for such Association activities as collective bargaining and grievance processing through the State Board of Control.
- 5.15 The base salary for the Association President will be determined by the President's appropriate placement on the teacher's salary schedule for a work year equal to that contracted prior to their election as President. The Association will submit a written request annually identifying the amount of additional salary which the President should receive for additional workdays/hours beyond the normal contract work year. The Association will reimburse the District on a quarterly basis all costs for salary, employer retirement contribution, and statutorily required contributions related to salary for the amount which exceeds the base salary. The annual and monthly salary received by the Association President will be based on the combined total of the base salary and the additional duties salary as requested by the Association.

In addition, the Association President will receive the same District health and welfare benefits contribution received by other full-time bargaining unit members.

- 5.16 The Association Vice President shall be released one third (1/3rd) of the normal workday from their duties in the District. The District shall pay the Vice President the base salary, as determined by appropriate placement on the teacher's salary schedule, for a work year equal to that contracted prior to their election as Vice President. The Association will reimburse the District on a quarterly basis that portion of the base salary, health and welfare benefits, employer retirement contributions, and statutorily required contributions commensurate with the amount of time released for Association duties.

ARTICLE 6

ORGANIZATIONAL SECURITY

6.1 MEMBERSHIP DUES AND REPRESENTATIVES

6.1.1 Any bargaining unit member who is a member of the Association or who has applied for membership shall sign and deliver to the Association an authorization for deduction of unified membership dues, initiation fees, and general assessments for membership in the Association. Pursuant to receipt of such authorization from the Association, the District shall deduct one-eleventh (1/11th) of such dues from the regular salary check of the bargaining unit member each month for eleven (11) months and one-twelfth (1/12th) of such dues from the regular salary check of the twelve (12)-month bargaining unit members each month for twelve (12) months. Deductions for bargaining unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

6.1.2 With respect to all sums deducted by the District pursuant to the paragraphs above, the District agrees to remit as soon as practical such monies to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.

6.1.3 The Association agrees to furnish any information regarding membership status and any other information needed by the District to fulfill the provisions of this Article. Such information shall be updated on a monthly basis.

6.2 HOLD HARMLESS

The Association agrees to hold the District harmless pursuant to Appendix F of this Agreement.

ARTICLE 7

NO STRIKE CLAUSE

- 7.1 It is agreed and understood that the Association will not call, participate in, or support a strike during the term of this Agreement.
- 7.2 It is understood that in the event the Association or its officers or agents violate this Article, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement from the Association.
- 7.3 Neither the submission of this proposal, nor its violation or expiration, shall prejudice the District's legal position that the above activities are or may be independent violations of the law, notwithstanding this Article.
- 7.4 This clause shall not be in effect during any period of reopening of negotiations.

ARTICLE 8

TRANSFER OF CERTIFICATED PERSONNEL

8.1 DEFINITIONS

- 8.1.1 *Assignment* shall mean the initial, and/or new placement in a specific work site and department/grade level(s) in the District by the administration, via the application process.
- 8.1.2 *Reassignment* shall mean the change from one (1) instructional department/grade level to another at the same work location.
- 8.1.3 A *transfer* is the movement of a bargaining unit member from one (1) school site or facility to another school site or facility, in the same or similar position as authorized by their credential(s).
- 8.1.4 A *voluntary transfer* is initiated by a bargaining unit member.
- 8.1.5 An *involuntary transfer* is initiated by the Superintendent, or designee.
- 8.1.6 An *administrative transfer* is initiated by the Superintendent, or designee, upon a finding as delineated in section 8.5.

8.2 POSTINGS FOR VACANCIES

- 8.2.1 When a vacancy is identified, first consideration shall be given to bargaining unit members at the site. The site administration or designee shall post the vacancy via email at the site for a period of three (3) full business days, closing at 4 pm on the third full day after posting.
- 8.2.2 Concurrently the District shall post the vacancy via email to all bargaining unit members for a period of three (3) full business days, closing at 4 pm on the third full day after posting. The posting will include site, subject, or grade level (subject to change), and closing date. The District may simultaneously recruit for the vacancy from any other source.
- 8.2.3 Business days are inclusive of summer months and exclusive of Fall, Winter, and Spring Break and District observed holidays.
- 8.2.4 Should the vacancy be filled by a bargaining unit member at the site, the site/District may proceed with filling any subsequent related vacancy immediately.
- 8.2.5 If the vacancy is not filled by a site bargaining unit member, the position may be filled immediately from the transfer requests or outside candidates.

8.3 VOLUNTARY TRANSFERS

8.3.1 Criteria

In all cases of voluntary transfer, when the foregoing criteria are substantially equal, seniority shall determine the bargaining unit member selected for transfer. The District

may use an oral interview, pursuant to Article 8.3.2 to evaluate candidates based on the following criteria:

- (A) The bargaining unit member has proper credentialing for the position.
- (B) The bargaining unit member has a minimum overall “proficient” or “developing” on their most recent evaluation. The evaluation should not have any serious deficiencies in performance for which the District is providing a continuing program of positive assistance.
- (C) The bargaining unit member has not exercised their voluntary transfer rights within the current school year. Exceptions to this rule shall be allowed upon mutual agreement by the District and the bargaining unit member.
- (D) The bargaining unit member is qualified to teach students pursuant to the program requirements of the position.
- (E) If the bargaining unit member does not have permanent status, a transfer may complicate the applicant’s efforts to attain permanent status.

8.3.2 Procedure

- (A) The Human Resources Department will offer an interview to the five (5) most senior bargaining unit members who have filed an application by the closing date who meet the criteria in Article 8.3.1. Without prior notification, failure to attend a scheduled interview could result in the forfeiture of transfer rights for the remainder of that school year.
- (B) The immediate supervisor, or designee(s), of the vacant position will conduct an interview of the transfer applicants and any other eligible applicant the Human Resources Department has selected for an interview.
- (C) The Human Resources Department shall notify, in writing, all transfer applicants of the disposition of their request as soon after the completion of interviews as administratively practical. The notification letter shall include reason(s) for denial of a transfer. Bargaining unit members interviewed but not selected may request, in writing, specific reason(s) for denial. Such reasons shall be given in writing.
- (D) When it is in the best interest of students and learning, once the school year has begun, bargaining unit members may be required to delay an approved transfer until the beginning of the next instructional break (end of Semester 1 or end of Quarter 3), or beginning of the next school year, whichever is first. In the event a transfer is to take place within four (4) weeks prior to state testing, the approved transfer may be delayed until immediately after the testing is completed.

8.4 INVOLUNTARY TRANSFER

8.4.1 Criteria

The District may involuntarily transfer bargaining unit members only for the following reasons:

- (A) To accommodate the geographical shifts of the student population.
- (B) To provide for increasing or decreasing enrollment.
- (C) To accommodate the opening or closing of schools.
- (D) To meet credential compliance.

8.4.2 Involuntary transfer shall not be punitive or capriciously undertaken.

8.4.3 Procedure

- (A) Before the District determines that a position will be filled by an involuntary transfer, it will seek volunteers among those members of the staff at the site who are qualified.
- (B) The selection of the bargaining unit member to be transferred shall be based upon the needs of the instructional program and/or credential.
- (C) If a position is filled by an involuntary transfer, the qualified member with the least District seniority shall be selected.
- (D) When a bargaining unit member is involuntarily transferred, the District shall:
 - (1) Provide notice of the involuntary transfer to the bargaining unit member as soon as practical and conference with the respective bargaining unit member not less than five (5) working days prior to the transfer.
 - (2) Provide, upon written request, the reasons for the transfer in writing.
 - (3) Provide the bargaining unit member with two (2) days release time to set up the new class in the event a bargaining unit member is transferred involuntarily during the instructional year.
 - (4) Provide transportation of instructional materials from the old site to the new site when an involuntary transfer occurs.
- (E) Bargaining unit members shall have first right to available positions for which they are qualified at the site from which they were involuntarily transferred. The duration of this right is one (1) year from the date of the involuntary transfer.

8.4.4 Procedures for involuntary transfers involving Shared Contracts

A Shared Contract Team's seniority will be based on the District seniority of the least senior partner. If it becomes necessary that the Team assignment would be the assignment involuntarily transferred, the Shared Contract Team will be transferred to another site or the Team may request to dissolve the shared contract and both return to full-time employment, at the discretion of the District. This will only be considered when

there are two (2) positions available in the District and the staff having to be moved are qualified to teach in the positions available.

8.5 ADMINISTRATIVE TRANSFER

8.5.1 Criteria

A bargaining unit member may be administratively transferred when the Superintendent, or designee, has determined that one of the following causes exists for the transfer:

- (A) Circumstances necessitating a transfer as an intervention to remedy a situation negatively impacting the school or the educational program.
- (B) To ensure the safe, orderly, and efficient operation of the school or District.
- (C) Failure to transfer the employee may jeopardize the safety and welfare of the employee and or students and other staff.
- (D) Performance evaluations indicate that the employee is unable or unwilling to meet the needs of students in the current assignment.

8.5.2 Procedure

- (A) Provide notice of the administrative transfer to the bargaining unit member as soon as practical and conference with the respective bargaining unit member not less than five (5) working days prior to the transfer.
- (B) Provide, upon written request, the reasons for the transfer in writing.
- (C) Provide the bargaining unit member with two (2) days of release time to set up the new class in the event the bargaining unit member is transferred administratively during the instructional year.
- (D) Provide transportation of instructional materials from the old site to the new site.

8.5.3 The Superintendent, or designee, shall have the authority to limit the total number of transfers to any newly opened school or program to no more than 15% of the faculty of any school of origin.

8.5.4 Administrative transfers shall not be made for arbitrary, capricious or unlawfully discriminatory reasons.

8.5.5 Transfer under section 8.5 shall be considered non-prejudicial and records of the transfer action or decision will not be considered to be documentation of discipline for purposes of Article 19 (Just Cause).

8.6 VOLUNTARY REASSIGNMENT

8.6.1 Principal shall solicit staff preference no later than March 1. By the last Friday in the month of April, the principal will announce the anticipated vacancies for the subsequent school year. These anticipated vacancies will be posted via email at the site for a period of three (3) business days, prior to the end of the instructional year.

8.6.2 Criteria

Consideration of requests for voluntary reassignment shall be made on the following basis:

- (A) Applicant has the proper credentialing for the position.
- (B) Legitimate, education related purposes.

8.6.3 Procedures

- (A) Any bargaining unit member who wishes to request a reassignment to a vacancy shall submit a written request to the Principal within the site posting period as per section 8.2.
- (B) The principal shall notify in writing all reassignment applicants of their disposition as soon as administratively practical.

8.7 INVOLUNTARY REASSIGNMENT

8.7.1 Criteria

Principals shall reassign bargaining unit members for the following reasons:

- (A) To accommodate shifts of the student population.
- (B) To provide for increasing or decreasing enrollment.
- (C) To implement plans for efficient use of classroom facilities.
- (D) To accomplish legitimate educationally related purposes.

8.7.2 Before a principal determines that a position will be filled by an involuntary reassignment, they will consider volunteers among those members of the staff at the site who are qualified.

8.7.3 Involuntary reassignments shall not be done for punitive, arbitrary or capricious reasons.

8.7.4 Procedure

- (A) When reassigning a bargaining unit member, the Principal shall:
 - (1) Provide notice of any involuntary reassignment to the bargaining unit member as soon as practical.
 - (2) Offer to conference with the respective bargaining unit member as soon as possible prior to the reassignment.
 - (3) Provide, upon request, the reasons for reassignment in writing.
 - (4) Provide relocation assistance of instructional materials from the current classroom to the new classroom.

- (5) When involuntary reassignment occurs during the instructional year, provide the bargaining unit member with one day of release time (or the equivalent in additional duty hours compensated at certificated hourly rate) if the bargaining unit member has not taught the subject/grade within the last year and two days release time (or equivalent in additional duty hours at certificated hourly rate) if the bargaining unit member has not taught the subject or grade within the last two years or if the reassignment involves a classroom relocation of at least 50% of the teaching assignment.

8.8 NOTICE OF ASSIGNMENT

8.8.1 All bargaining unit members shall be notified of their assignment for the following year at least two (2) weeks prior to the end of their current work year, realizing, however, that circumstances may necessitate a change in assignment.

8.8.2 Should a change in assignment occur while the bargaining unit member is between instructional years, the administrator or designee will notify them as soon as the change is known.

8.9 HIRING FROM OUTSIDE THE DISTRICT

Nothing contained herein shall be deemed to restrict the District's right to hire from outside the District.

ARTICLE 9

EVALUATIONS

- 9.1 The basic purpose of the evaluation process is to establish the premise of continuous improvement, to promote personal accountability, to encourage professional development, and to provide for due process. Within this context, evaluation is a cooperative and continuous process aimed at improving and maintaining quality educational programs, while serving as an essential component in the professional development of certificated personnel.
- 9.2 Members of the bargaining unit shall not be required to evaluate other members of the bargaining unit.
- 9.3 No member of the unit shall be held accountable for any aspect of the educational program over which the bargaining unit member has no authority to correct deficiencies.
- 9.4 STANDARDS AND KEY ELEMENTS
- 9.4.1 Bargaining unit members being evaluated are to be notified in writing within the first two (2) weeks of their evaluation year. Notification may be given through either written memo or e-mail.
- 9.4.2 For each year in which the bargaining unit member is to be evaluated, and not later than the end of the fourth (4th) school week, each administrator will meet individually with bargaining unit members being evaluated that year to choose standards and key elements for the bargaining unit member's evaluation for the school year.
- 9.4.3 The administrator and bargaining unit member shall select three (3) standards upon which the evaluation will be based. The standards shall be selected as follows:
- (A) One standard selected by the bargaining unit member.
 - (B) One standard selected by the evaluator.
 - (C) One standard selected jointly by the bargaining unit member and the evaluator.
- 9.4.4 A total of three (3) key elements from each standard shall be the focus of the evaluation.
- (A) Two (2) key elements from each standard shall be selected by the bargaining unit member being evaluated.
 - (B) One (1) key element from each standard shall be selected by the evaluator.
- 9.4.5 During the Standards and Key Elements conference, the bargaining unit member being evaluated shall discuss with the administrator specific teaching strategies and evidence that will be used to measure success within the key elements selected.
- 9.4.6 Within ten (10) working days following the Standards and Key Elements conference, the administrator shall provide a written summary of the conference to the bargaining unit member being evaluated for the bargaining unit member's signature. The summary will

consist of, but is not limited to, the specific teaching strategies discussed and the evidence that will be used to measure success within the key elements.

9.4.7 In the event that either the bargaining unit member or the administrator determines that the chosen standards are inappropriate because of unforeseen circumstances, the administrator and the bargaining unit member will meet and review these standards and may alter these standards when it is felt that alterations are appropriate and in the best interest of a good educational program. The administrator shall provide notice of a change in standards and key elements to the bargaining unit member thirty (30) working days prior to completing formal observation on the modified areas.

9.4.8 When agreement on standards cannot be attained, a third party shall be designated to resolve the issue. The bargaining unit member shall select a District administrator to serve as the third party. Said administrator shall not be related by blood or marriage to the bargaining unit member. The decision of the third party will be final.

9.4.9 No formal observation shall take place prior to the determination of the bargaining unit member's standards or completion of the process identified in 9.4.3 above.

9.5 OBSERVATION AND EVALUATION

9.5.1 The basic purpose of the evaluation document is to:

(A) Identify successful completion of chosen standards.

(B) Provide meaningful feedback to bargaining unit members so that standards evaluated as "needs improvement" or "unsatisfactory" can be remedied within a reasonable time frame.

(C) Provide documentation of support for such remediation.

9.5.2 Formal observations shall last for not less than thirty (30) minutes and shall be followed by a conference in which the administrator and the bargaining unit member review the observation and what is to be incorporated into the written observation summary.

(A) Such conference shall be held within ten (10) working days after the observation, and a printed summary shall be provided to the bargaining unit member within ten (10) working days of the observation conference.

(B) At least the first observation shall be announced.

9.6 PROBATIONARY BARGAINING UNIT MEMBERS

9.6.1 Probationary bargaining unit members shall be formally observed at least three (3) times and evaluated at least two (2) times during a school year. At least the first formal observation shall be announced.

9.6.2 Except as set forth in Section 9.6.3 below, the evaluation process of probationary bargaining unit members shall follow the schedule set forth in the following table.

Activity	Must be completed by the end of designated full week of school below	Shall not be done before the full week of school below
Standards and Key Elements Conference	Week 4	
First Classroom Observation	Week 10	
Second Classroom Observation	Week 16	Week 14
First Evaluation Conference	Week 18	
Third Classroom Observation	Week 24	Week 22
Second Evaluation Conference	Week 30	Week 28

9.6.3 Within ten (10) working days after the evaluation conference, a final printed copy of the evaluation shall be provided to the bargaining unit member.

9.6.4 Adjustments to probationary bargaining unit members' evaluation schedule:

- (A) Any probationary bargaining unit member who was hired after the first (1st) month of the school year and who will have worked at least seventy-five percent (75%) of that school year shall hold their first evaluation conference with the evaluator by January 15th and not less than thirty (30) working days prior to the second (2nd) evaluation conference.
- (B) Probationary bargaining unit members who are at risk of not being elected for rehiring shall have a completed second (2nd) evaluation conference prior to March 15.

9.7 PERMANENT BARGAINING UNIT MEMBERS

9.7.1 Permanent bargaining unit members shall be formally observed and evaluated at least one (1) time every two (2) years.

- (A) Bargaining unit members who have received one (1) overall rating of "distinguished" after gaining permanent status shall have their following formal observation and evaluation deferred for five (5) years.
- (B) Bargaining unit members who have received an overall rating of "proficient" for two (2) consecutive evaluation cycles after gaining permanent status shall have their following formal observation and evaluation deferred for five (5) years.
- (C) Administrators may choose to formally observe and evaluate any bargaining unit member before their next scheduled formal observation and evaluation. Procedures outlined in Section 9.4 through Section 9.5 shall apply.

(D) Unless referred to or voluntarily accepted into Peer Assistance and Review (PAR), a permanent bargaining unit member who has received an overall rating of “needs improvement” or “unsatisfactory” shall have an annual evaluation until the evaluation is no longer overall “needs improvement” or “unsatisfactory” or the bargaining unit member is separated from the District.

9.7.2 The evaluation process of permanent bargaining unit members shall follow the schedule set forth in the table below.

Activity	Must be completed by the end of designated full week of school below
Selection of standards and key elements	Week 4
Classroom Observation	Week 24
Evaluation Conference	Week 30

9.7.3 If a permanent bargaining unit member is at risk of not being elected for reemployment, the bargaining unit member’s evaluation conference shall be held by March 15, the schedule in Section 9.7.2 notwithstanding.

9.8 Within ten (10) working days after the evaluation conference, a final printed copy of the evaluation shall be provided to the bargaining unit member (Appendix E).

9.9 EVALUATION DOCUMENT

9.9.1 The evaluation shall focus on the bargaining unit member’s progress toward meeting the standards and key elements selected in Sections 9.4.3 and 9.4.4.

9.9.2 In order for a standard to be denominated “needs improvement,” two (2) of the three (3) key elements, as chosen pursuant to Section 9.4.4 must be assessed as “needs improvement” or “unsatisfactory.” In order for a standard to be denominated as “unsatisfactory,” the two (2) key elements of that standard, as chosen pursuant to Section 9.4.4, must both be assessed as “unsatisfactory.”

9.9.3 In order for the bargaining unit member to receive an overall rating of “needs improvement” on the bargaining unit member’s evaluation, two (2) of the three (3) standards selected pursuant to Section 9.4.3 must be assessed as “needs improvement” or one (1) standard must be assessed as “needs improvement” and the second (2nd) of the standards as “unsatisfactory”. In order for the bargaining unit member to receive an overall rating of “unsatisfactory” on the bargaining unit member’s evaluation, at least two (2) of the three (3) standards selected pursuant to Section 9.4.3 must be assessed as “unsatisfactory.”

9.9.4 In preparing the final evaluation document, the evaluator shall rely exclusively upon the following:

- (A) Data collected through actual formal and informal classroom observations of the bargaining unit member's performance,
- (B) The bargaining unit member's effectiveness in meeting timelines where applicable, and
- (C) The discussions in observation and evaluation conferences.

9.9.5 Unsubstantiated statements shall not be included in the evaluation.

9.9.6 Any deficiencies that may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation document except for the purpose of demonstrating growth.

9.9.7 The bargaining unit member shall have the opportunity to respond in writing to any area of formal evaluation.

(A) The response must be filed within ten (10) days of the written evaluation and shall become a permanent attachment to the copy of the evaluation in the bargaining unit member's file.

(B) After receiving a copy of the bargaining unit member's response, the evaluator may elect to modify or correct the evaluation document before it is placed in the bargaining unit member's personnel file. The bargaining unit member shall be given a copy of any modification or correction made by the evaluator.

9.10 REMEDIATION

9.10.1 If the bargaining unit member receives an overall rating of "needs improvement" or "unsatisfactory" in the written evaluation document, a remediation document must be completed for each standard assessed as "needs improvement" or "unsatisfactory" and discussed with the bargaining unit member during the evaluation conference.

9.10.2 The remediation document must set out the following:

(A) Specific evidence of remediation needs based on actual observations of bargaining unit member's lack of progress toward the standard.

(B) Specific recommendations for improvement.

(C) District assistance to be provided for implementing such recommendation.

(D) Materials to be provided to the bargaining unit member, at no cost to the bargaining unit member, to assist in the remediation process.

(E) Processes by which remediation is to be implemented.

(F) Techniques to be used to measure improvement.

(G) Time schedule for monitoring progress toward meeting the standard.

(H) Mechanism for communicating progress to the bargaining unit member.

(l) Administrative support to be provided for implementation of remediation.

9.10.3 Where an evaluation results in a remediation document, the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies.

(A) The evaluator's role to assist the unit member shall include, but not be limited to, the following:

(1) Making specific recommendations for improvement in the areas of the agreed-upon standards based on what was actually observed during the evaluation process.

(2) Providing direct assistance in implementing the remediation process.

(3) Securing and coordinating District assistance as delineated in the remediation document.

(4) Providing additional resources, without cost, to the unit member to be utilized to assist with improvements.

(5) Monitoring and assessing the improvement in the bargaining unit member's performance.

(6) Communicating the progress, or lack thereof, to the bargaining unit member.

9.11 A bargaining unit member who receives an overall evaluation other than "proficient" or "distinguished" shall, upon written request, be entitled to receive two (2) additional observations, two (2) conferences, and one (1) additional written evaluation by an evaluator not assigned to the bargain unit member's site.

9.11.1 The written request must be made no later than ten (10) working days following the receipt of the initial evaluation.

9.11.2 For each evaluation cycle, there may be only one (1) request pursuant to Section 9.11.

9.12 At the time of the evaluation conference, bargaining unit members shall be informed in writing by their evaluator that they are being referred to the Peer Assistance and Review (PAR) process. Ratings on Standard 6 shall not be used as a basis for Peer Assistance and Review (PAR) referral.

9.13 The bargaining unit member shall take affirmative action to correct any cited deficiencies based upon the administrator's remediation document.

9.14 The original completed evaluation and observation forms will be submitted to the Human Resources office.

ARTICLE 10

PERSONNEL FILES

- 10.1 Each bargaining unit member shall have only one (1) personnel file, which shall be maintained at the central office, except as below. The site administrators may maintain an on-site file as provided herein.
- 10.2 Materials in personnel files of bargaining unit members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved.
- 10.3 Such material is not to include ratings, reports, or records which:
 - (A) Were obtained prior to the employment of the person involved,
 - (B) Were prepared by identifiable examination committee members, or
 - (C) Were obtained in connection with a promotional examination.
- 10.4 Every bargaining unit member shall have the right to inspect such materials, upon written request, provided that the request is made for a time when such person is not actually required to render services to the employing District. The bargaining unit member shall acknowledge that they have read such material by offering their signature and date on each copy examined. A person responsible for such files shall be present during the examination and shall remove confidential material, which the bargaining unit member is prohibited from examining.
- 10.5 Information of a derogatory nature, except material mentioned in the second (2nd) paragraph of this section, shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity to review and comment thereon. Information proven to be in error may be removed or corrected by management, but when circumstances preclude the removal or correction of proven false information, it shall be noted as such. A bargaining unit member shall have the right to enter and have attached to any such derogatory statement their own comments thereon.
- 10.6 Derogatory information shall not be placed in a bargaining unit member's personnel file until ten (10) working days have elapsed for the purpose of affording the bargaining unit member the opportunity to respond in writing to the derogatory material.
- 10.7 Upon written authorization by the bargaining unit member, a representative of the Association shall be permitted to examine and obtain copies of materials in such bargaining unit member's personnel or on-site file.
- 10.8 The person or persons who draft and/or place material in a bargaining unit member's personnel or on-site file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 10.9 Any material, other than those documents covered by law, may be removed from the unit member's District personnel file upon written request of the employee involved and approval by a joint District and Association committee.

- 10.9.1 Evaluations and all documentation associated with the evaluation shall not be removed through this process.
- 10.9.2 A written request for document removal may be submitted after documentation has been in the unit member's District personnel file for one (1) year from the date the item is initially issued and each subsequent year if denied.
- 10.9.3 The committee shall consist of the supervisor who wrote the document(s) or current supervisor if the authorizing supervisor is no longer an administrator in the District, the Associated Superintendent of Human Resources or the Certificated Human Resources Director, and two Fontana Teachers Association representatives.
- (A) The unit member requesting the removal of any document shall be provided fifteen (15) minutes to speak with the committee prior to a decision being made.
 - (B) All members of the committee must be present to make the decision whether the document(s) will be removed. Three (3) of four (4) committee members must agree for any document(s) to be removed.
 - (C) Written notice of the committee's decision will be provided to the petitioning unit member within ten (10) working days.
- 10.10 Every bargaining unit member shall have the right to inspect their on-site file, upon written request, provided that the request is made for a time when such person is not actually required to render services to the District. The bargaining unit member shall acknowledge that they have read such material by offering their signature and date on each copy examined. Site files will be maintained in accordance with legal requirements to support the memory of individual site administrators. Documents which may be held in site files will not be retained for or transferred to successor site administrators except that nothing contained in this provision shall prohibit an administrator from retaining in their possession any document of which they are the maker.

ARTICLE 11

PUBLIC CHARGES

- 11.1 A complaint regarding a bargaining unit member made to any member of the administration by any parent, student, or other person, which does or may influence the evaluation of a bargaining unit member, shall be discussed with a bargaining unit member as soon as possible to the extent such disclosure prior to investigation would not jeopardize the District's ability to competently investigate the matter.
- 11.2 Except where the complainant is a bargaining unit member, if the administrator who receives the complaint for initial investigation or consideration or the involved bargaining unit member believes that a meeting with the complainant would help to resolve the problem, the administrator will attempt to schedule and hold a meeting involving the administrator, the bargaining unit member, and the complainant. If the bargaining unit member feels they did not have an adequate opportunity to fairly present their response to the specific complaint, the bargaining unit member may request a second (2nd) meeting. The bargaining unit member, at their discretion, shall be accompanied by an Association representative at any meetings held pursuant to this section.
- 11.2.1 Where the complainant is a bargaining unit member, the administrator shall, in lieu of the meeting set forth in Section 11.2 above, offer mediation to resolve the dispute or conflict. Participation in mediation shall be voluntary on the part of the complainant and the bargaining unit member about whom the complaint has been lodged. If both bargaining unit members agree to mediation, the following considerations shall apply:
- (A) A qualified mediator who is not an employee of the District or a representative of the Association shall conduct the mediation.
 - (B) The mediator shall maintain the confidentiality of the mediation consistent with the requirements of Section 19.2 of this Collective Bargaining Agreement as amended.
 - (C) The mediator shall not discuss or share any document, conversation, or materials arising from the mediation with the District, the Association, or any other person or agency except the final written agreement, if any, of the parties.
 - (D) Representatives of the District or the Association shall not be present for, or privy to, any mediation sessions.
 - (E) Prior to the commencement of the mediation, both bargaining unit members involved shall agree in writing as follows:
 - (1) The bargaining unit members involved will make a good faith effort to reach a resolution of their dispute through mediation.
 - (2) The bargaining unit members involved will maintain the confidentiality of the mediation consistent with the requirements of Article 19.2 of this Collective Bargaining Agreement as amended.

(3) While the bargaining unit members involved are engaged in mediation, neither person will take any action adverse to the interest of the other party including, but not limited to, filing civil or criminal complaints against the other bargaining unit member.

(4) Either bargaining unit member involved may terminate the mediation upon written notice to the mediator, provided that, at discretion of the mediator, both bargaining unit members involved will attend one (1) additional mediation session after the written termination notice is given.

(F) At the conclusion of mediation, the resolution, if any, of the complaint or dispute shall be reduced to writing and signed by the complainant and the bargaining unit member against whom the initial complaint was lodged.

11.3 If the matter is not resolved to the satisfaction of the complainant or the proposed resolution is disputed by the bargaining unit member, the complainant may put their complaint into written form. If such written complaint is received by administration in support of a complaint, the administration shall notify the bargaining unit member and their representative and shall afford them notice of the accusations as described below:

11.3.1 The bargaining unit member and their identified representative(s) shall submit a written request to personally review the written complaint(s), which shall include an acknowledgement of such legal obligations as contained in Title 5 of the California Code of Regulations at §4600, et seq. in regard to retaliation.

11.3.2 The bargaining unit member and their identified representative(s) shall be allowed to personally review the written complaint(s). Said bargaining unit member and representative shall initial and date the written complaint. In addition, the administrator shall provide the bargaining unit member a copy of the complaint or, if necessary for reasons of privacy, a written document detailing the substance of the specific accusations of the complaint. The bargaining unit member shall be advised of their opportunity to prepare a written response to such complaint, which shall be attached to the written complaint.

11.3.3 The bargaining unit member shall be given a copy of any written summary or document which is prepared as a resolution of the complaint and shall be notified if such document is to be placed in the bargaining unit member's District personnel file.

11.3.4 Notwithstanding the above, the District's good faith refusal to provide the bargaining unit member a copy of a complaint shall not prevent the District from imposing disciplinary action against the bargaining unit member as provided for in Article 19, Just Cause.

11.4 All provisions of this article shall be subject to the provisions of Article 26, section 26.2.

ARTICLE 12

LEAVES OF ABSENCE

12.1 GENERAL PROVISIONS

12.1.1 The Governing Board may grant leaves of absence to bargaining unit members employed in positions requiring certification qualifications in accordance with provisions of the law.

12.1.2 Leaves of absence for advanced study, travel, exchange teaching or other reasons recommended by the Superintendent and approved by the Board may be granted to probationary and permanent bargaining unit members. Such leaves shall be awarded without remuneration.

12.2 TIME TRADE EXCHANGE DAYS

Bargaining unit members may, with the principal's consent, trade workdays during a single year. The site administrator must be notified at least ten (10) days prior to the trade. Denial of this trade shall not be arbitrary or capricious. Bargaining unit members will be provided reasons for denial of trade days. Bargaining unit members must be notified of administrative denial within five (5) days of the request for trade agreements.

12.3 SICK LEAVE

12.3.1 Sick leave with pay is granted to school employees to protect the health and welfare of both bargaining unit members and pupils.

12.3.2 Full-time bargaining unit members on a regular annual contract are entitled to annual sick leave at the rate of one (1) day pay per eighteen (18) seven and a half (7.5) hour days of service or major fraction thereof (minimum ten <10> days). Credit for the annual sick leave need not be accrued prior to taking such leave by the bargaining unit member, and such sick leave may be taken at any time during the school year. The unused portion of the bargaining unit member's sick leave shall accumulate without limit.

(A) Full-time bargaining unit members who are hired to teach summer school are entitled to annual sick leave at the rate of one (1) day per eighteen (18) days, seven and a half (7.5) hour days of service or major fraction thereof.

12.3.3 Part-time bargaining unit members employed less than five (5) school days per week shall be entitled to sick leave in the ratio that their services bear to full-time service.

12.3.4 Bargaining unit members hired or returning employees beginning:

(A) On or before the 15th day of the month shall be given full sick leave credit for that month. (Sick leave accrues from the 1st of the month.)

(B) On or after the 16th day of the month shall accrue sick leave from the 1st of the following month (no pro-ratio for employment commencing on or after the 16th day of the month).

12.3.5 Bargaining unit members terminating prior to the last workday of the month:

- (A) Bargaining unit members terminating on or after the 16th day of the month shall be entitled to full sick leave credit for that month.
- (B) Bargaining unit members terminating on or before the 15th day of the month shall receive no sick leave credit for that month.

12.3.6 Upon exhaustion of all accumulated sick leave credit, a bargaining unit member who continues to be absent under the provisions of this Article shall receive, for up to one hundred (100) days, the difference between his pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute had been employed.

12.3.7 A bargaining unit member who has exhausted their accumulated sick leave shall submit verification of medical treatment for any illness requiring more than two (2) consecutive workdays for recuperation. If the bargaining unit member will require additional days for recuperation, the verification must include an estimate of the number of days necessary for such recuperation. The bargaining unit member must submit verification of medical treatment upon returning to work.

12.3.8 The District may require a bargaining unit member to provide medical verification for any illness, if the District has just cause to believe the bargaining unit member is abusing sick leave provisions. The bargaining unit member must submit medical verification upon returning to work.

12.3.9 Bargaining unit members shall not be required to verify medical treatment of illness except as provided above.

- (A) A permanent bargaining unit member who resigns and is re-employed within thirty-nine (39) months shall have all accumulated sick leave credit reinstated.

12.3.10 TRANSFER OF SICK LEAVE

- (A) A certificated employee of a California school district with at least one (1) year of teaching experience who accepts a position requiring certification qualifications with another district or any County Superintendent of Schools or State Department of Education shall, in writing, notify the new employing district or County Superintendent of Schools or State Department of Education of the name and address of the previous district in which the bargaining unit member was employed.
- (B) The bargaining unit member shall request credit for accumulated sick leave allowed for illness or injury at the time of separation.
- (C) It shall be the responsibility of the new employing district to request such information relative to accumulative sick leave from the former district of employment.
- (D) Upon receipt of such request, the chief administrative officer of the former school district of employment shall transmit in writing to the new employing district a

statement of accumulated and unused sick leave to which the bargaining unit member is entitled.

- (E) The statement of accumulated sick leave shall be certified by the Business Manager as being true and correct.
- (F) No Governing Board shall adopt any policy or rule which requires any certificated employee transferring to the District to waive all or any portion of such accumulated sick leave.

12.4 CATASTROPHIC LEAVE BANK

The District and the Association shall establish a Catastrophic Leave Bank (Bank) which will be in compliance with Education Code Section 44043.5

12.4.1 Bargaining unit members who suffer a catastrophic injury or illness that is expected to incapacitate the bargaining unit member for an extended period of time (in excess of ten (10) days) shall become eligible to use this catastrophic sick leave plan subject to the restrictions and conditions outlined below.

- (A) The bargaining unit member to receive donated sick leave must have exhausted all fully paid leave and be in a true catastrophic condition.
- (B) A bargaining unit member who has exhausted sick leave but still has differential leave available is eligible for withdrawal from the Bank. Use of the Bank is allowable only as a supplemental to such differential leave. The District shall pay the bargaining unit member full pay and the Bank shall be charged one-half.
- (C) The bargaining unit member must be permanent, not probationary.

12.4.2 The use of this Bank shall only be available to those eligible bargaining unit members who have made a donation of at least five (5) days to the Bank prior to their request and have continued participation under Section 12.4.5.

12.4.3 The donation of sick leave by the bargaining unit member shall be irrevocable. The bargaining unit member shall file a "Certificated Sick Leave Bank Deposit Form" with the payroll office. A donation to the Bank shall be a general donation from prior years' accumulations and shall not be considered a donation to a specific bargaining unit member for their exclusive use.

12.4.4 There is no limit to the number of sick leave days a bargaining unit member may donate to the Bank, so long as the minimum number of accumulated sick leave days available from the prior years' accumulations in the bargaining unit member's account does not fall below ten (10) days.

12.4.5 An additional day of contribution will be required of all participants if the number of days in the Bank falls below three hundred (300). Bargaining unit members who are currently drawing from the Bank at the time of the assessment need not contribute to remain eligible to draw from the Bank. If a participant has ten (10) or less days of remaining sick

leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Bank.

- 12.4.6 Leave from the Bank may not be used for illness or disability, which qualifies the bargaining unit member for Worker's Compensation, benefits unless they have exhausted all Workers' Compensation leave and their own paid leave.
- 12.4.7 When the bargaining unit member may reasonably be presumed to be eligible for disability retirement under STRS or if applicable Social Security, they may be requested to apply for such retirement. Failure of the bargaining unit member to submit a complete application, including medical information provided by the applicants' physician, within twenty (20) days will disqualify the bargaining unit member from further Bank payments.
- 12.4.8 The enrollment period will coincide with the mutually established open enrollment period for health and welfare benefits. Any change in current practices with regard to the scheduling of open enrollment will be discussed with the Fontana Teachers Association prior to implementation.
- 12.4.9 Cancellation of membership in the Bank occurs automatically whenever a bargaining unit member fails to make their assessment contribution under section 12.4.5. The bargaining 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 bargaining unit member effects cancellation.
- 12.4.10 A bargaining unit member wishing to use this Bank shall submit a "Certificated Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human Resources Office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The bargaining unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. A Sick Leave Bank Committee shall consider the request of the bargaining unit member.
- 12.4.11 The maximum number of duty days allowed to be utilized by one bargaining unit member for a single catastrophic illness/injury shall not exceed forty (40) workdays. A bargaining unit member may request a specific number of days on the form, available in the Personnel office, when the request is submitted. The bargaining unit member may request up to an additional forty (40) days should the condition continue by filing an additional request for consideration by the Committee.
- 12.4.12 Any days approved that are unused by the bargaining unit member shall be returned to the Bank.
- 12.4.13 If a bargaining unit member uses a day from the Bank, pay for that day shall be the same rate the bargaining unit member would have received had the bargaining unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.

12.4.14 During September of each year, the Payroll Office shall provide the Association a statement outlining the number of days available in the Bank as of September 1 of that year and the number of days used in the previous year.

12.4.15 Hold Harmless

The Association agrees that it will not file, on its own behalf or on the behalf of any bargaining unit member, any grievance, claim or lawsuit of any kind related to any attempt by a bargaining unit member to retrieve donated sick leave used by another bargaining unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf, or on the behalf of any bargaining unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

12.4.16 If the Bank is terminated for any reason, the days remaining in the Bank shall be equitably distributed to the then current members of the Bank.

12.5 JURY DUTY

12.5.1 The District shall grant paid leaves for bargaining unit members called to serve on jury duty, subject to the following conditions:

12.5.2 Bargaining unit members shall file their court jury summons with their immediate supervisor at least three (3) working days prior to the date of their first scheduled appearance.

12.5.3 Bargaining unit members required to serve on jury duty must obtain written verification from the appropriate court indicating the date(s) that they actually appeared.

12.5.4 Bargaining unit members shall be paid the difference between their regular salary and the amount they receive in the form of jury duty pay, exclusive of mileage fees. The District shall pay the bargaining unit member's regular salary, and the employee shall remit to the District the amount received as jury duty pay within ten (10) days of receiving such pay or prior to the close of the last payroll period of the year, whichever occurs earlier. In the event the bargaining unit member has failed to remit such fees, the District shall be entitled to withhold the appropriate amount from the bargaining unit member's last salary check of the school year.

12.5.5 In the event a bargaining unit member called for jury duty is dismissed or excused by the assigned court prior to the end of their normal workday, the bargaining unit member need not report to work for the remaining portion of that day. In the event a bargaining unit member's jury duty is postponed prior to the end of the bargaining unit member's workday, the bargaining unit member will subsequently contact their immediate supervisor to determine if it is necessary for the bargaining unit member to return to work for the remaining portion of that day. The travel distance between the bargaining unit member's residence, assigned court, and worksite, as well as the time remaining in the bargaining unit member's workday will be considered in making this determination.

12.5.6 A bargaining unit member shall be entitled to paid leave to appear in court as a witness when subpoenaed, other than as a litigant, or to respond to an official order from another governmental jurisdiction.

12.6 BEREAVEMENT AND IMMINENT DEATH LEAVE

12.6.1 A bargaining unit member shall be granted leave of absence with pay for three (3) days due to death in the immediate family or five (5) days if in excess of six hundred (600) miles round trip travel is required to attend or arrange for funeral. The Governing Board, upon the recommendation of the Superintendent, may extend the benefits at its discretion.

12.6.2 Members of the immediate family are defined as father, mother, sister, brother, daughter, son, wife, husband, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepchild, grandson, granddaughter, grandmother or grandfather of spouse or any relative living in the immediate household of the bargaining unit member.

12.6.3 A maximum of three (3) days of leave without loss of pay in any one (1) school year may be granted for absence due to serious illness or accident, with death imminent, of an immediate member of the family as defined above. Medical verification shall be required to substantiate imminent death leave.

12.7 PERSONAL NECESSITY LEAVE

12.7.1 Each bargaining unit member shall be entitled at their election to utilize up to eight (8) days leave of absence annually for personal necessity. Such leave shall not be used merely for an extension of a holiday or vacation or for purely personal convenience, and it shall be deducted from the bargaining unit member's accumulated sick leave.

12.7.2 Personal necessity leave shall be granted to each bargaining unit member upon application to the bargaining unit member's Principal or other immediate superior at least two (2) days before taking such leave (except in the case of emergency or as provided below). No advance application shall be required for leave taken for:

(A) Death or serious illness of a member of his immediate family.

(B) Accident involving their person or property or the person or property of a member of their immediate family.

(C) Violators of personal necessity leave shall be subject to appropriate discipline.

12.8 PREGNANCY DISABILITY LEAVE

Bargaining unit members are entitled to pregnancy disability leave of up to four months (see Appendix H). Pregnancy disability leave shall be treated the same as any other temporary disability leave. Unpaid pregnancy disability leave shall run concurrently with any available paid leave.

12.8.1 Both physical ability to remain on the job and physical disability to commence the pregnancy disability leave shall be determined and reported to the District by a licensed

physician. The attending physician shall determine and report to the District the date upon which the bargaining unit member is physically able to return to work. When possible, the District shall be provided no less than thirty (30) days written notice of the bargaining unit member's intention to take a pregnancy disability leave.

12.8.2 The bargaining unit member may either return to work at the expiration of the pregnancy disability leave or may commence leave under the California Family Rights Act (CFRA).

12.9 CHILD REARING LEAVE

Pursuant to the California Family Rights Act (CFRA) a bargaining unit member is entitled to 12 weeks of unpaid leave with benefits. Additional unpaid leave may be granted under Article 12.0, Personal Leave.

12.10 FAMILY AND MEDICAL LEAVE

The District shall provide the bargaining unit member, upon request, a leave under Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) in accordance with this Article.

12.10.1 Eligibility

All full-time bargaining unit members and part-time bargaining unit members who worked at least 1,250 hours in the 12 months prior to taking the leave and who have been employed at least 12 months as measured by the first day of paid service are eligible for leave under this Article.

Leave under this Article shall be granted upon written request from a bargaining unit member for the following reasons: the bargaining unit member's own serious health condition, the serious health condition of a bargaining unit member's parent, child, or spouse; the birth of a child of the bargaining unit member within twelve (12) months of the birth; or the placement of a child with the bargaining unit member in connection with adoption or foster care of the child by the bargaining unit member within twelve (12) months of the placement.

"Serious health condition" is defined as any illness, injury, impairment, physical or mental condition that either involves inpatient care in a hospital, hospice or residential health care facility, or involves continuing treatment or supervision by a health care provider. Under FMLA only, serious health condition of the bargaining unit member includes pregnancy, pregnancy related disability, and childbirth related disability.

When the leave is for the bargaining unit member's own serious health condition, the bargaining unit member may substitute paid leave, including sick leave and extended illness leave, for the family leave. Extended illness leave (100 Day Bank) shall run concurrently with the family leave entitlement.

A bargaining unit member eligible for leave under this Article may substitute any accrued leave, paid or unpaid, under this agreement.

12.10.2 Duration

Eligible bargaining unit members may take as long as fifteen (15) workweeks of family leave in any 12-month period, beginning with the first day of the leave. Except for leave taken for the bargaining unit member's pregnancy, the fifteen (15) workweeks of CFRA leave shall commence on the termination of the pregnancy or childbirth-related disability, at the bargaining unit member's election.

12.10.3 Benefits

Leave under this Article shall entitle the bargaining unit member to health and welfare benefits for fifteen (15) weeks.

Leave under this Article shall entitle the bargaining unit member to continue accrual of all "service-related" rights of employment, including without limitation seniority, salary advancement, re-employment and participation in optional benefits programs such as early retirement.

12.10.4 Return to Work

Leave under this Article shall terminate whenever the bargaining unit member returns to continuous active service following written notice as provided below.

A bargaining unit member returning from leave under this Article shall be reinstated immediately upon the date specified in the medical certification or request for family leave to the same position provided it still exists. In the event the position no longer exists, the bargaining unit member shall be returned to an equivalent position to the one they held at the commencement of the leave. The District reserves the right to hire a permanent replacement to fill the position if leave for the bargaining unit member under this Article extends beyond fifteen (15) work weeks, in which case, the bargaining unit member will be returned to an equivalent position upon termination of the leave. Where the bargaining unit member seeks to return earlier than the date specified in the request for family leave, they shall provide no less than two (2) business days' written notice of the intent to return, and shall be reinstated no later than two (2) business days after the District received the bargaining unit member's notice. When the bargaining unit member seeks to return earlier than the date specified in their medical certification of an off-work order, they must provide a doctor's return to work order. The written request shall provide no less than two (2) business days' notice of the intent to return, and the bargaining unit member shall be reinstated no later than two (2) business days after the District received the written notice.

A bargaining unit member who while on leave under this Article gives written notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next workday following expiration of the leave.

12.10.5 Procedures

Leave under this Article shall commence on the date indicated by the bargaining unit member in the written leave notice provided by the bargaining unit member to her/his supervisor.

The written leave notice shall specify the following:

- (A) Leave will be taken pursuant to this Article,
- (B) The date the leave commences,
- (C) The anticipated pattern of leave use if the bargaining unit member will not be absent continuously,
- (D) Whether the bargaining unit member will substitute other paid leave for leave under this Article and if so, how much paid leave, and
- (E) The anticipated date of return to continuous active service, if known to the bargaining unit member.

Leave under this Article shall terminate on the next working day following the date indicated by the bargaining unit member in the written return notice provided by the bargaining unit member to her/his supervisor.

The written return notice shall specify the following:

- (A) That the bargaining unit member is on leave pursuant to this Article,
- (B) That the bargaining unit member will return to continuous active service,
- (C) The date upon which the employee will return to continuous active service.
- (D) A doctor's clearance for returning to work if the leave is for the bargaining unit member's own health condition.

Delivery of the leave or return notice shall be by any means reasonably likely to inform the supervisor of the bargaining unit member's absence from or return to continuous active service.

If a bargaining unit member on leave under this Article determines to resign or retire without returning to continuous active service, the bargaining unit member shall provide written notice to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next workday following the day designated by the bargaining unit member as the last day of employment.

A bargaining unit member who, while on leave under this Article, provides a written notice of determination to resign or retire may rescind the resignation or retirement at any time up to acceptance by the Board of Education by providing to the District written notice of the bargaining unit member's rescission of the prior notice of resignation or retirement.

12.10.6 Optional Leave Calculations

Leave under this Article will begin once sick leave has been exhausted, unless otherwise requested in writing by the bargaining unit member.

12.11 PERSONAL LEAVE/URGENT OR PERSONAL BUSINESS

12.11.1 A personal leave of absence without remuneration, for not more than thirty (30) days, may be awarded administratively to transact urgent personal business. The justification and duration of such leaves shall be left to the discretion of the Superintendent. Leaves of absence in excess of thirty (30) days are subject to ratification by the Governing Board.

12.11.2 A personal leave without remuneration may be granted to a bargaining unit member prior to the expiration of the school year to permit an early departure for the purpose of attending summer session. Approval may be made subject to receipt of proof indicating the starting day of the session. Sufficient allowance will be made for normal travel time.

12.11.3 A personal leave shall not be awarded for the purpose of investigating or accepting employment opportunities elsewhere.

12.12 LEAVE INVOLVING LITIGATION

Any days of accumulated leave of absence for illness or injury allowed pursuant to Article 12.3 (Sick Leave) may be used by the bargaining unit member for a mandatory court appearance. If the litigation involves the District, such leave shall not be charged against the bargaining unit member's accumulated sick leave.

12.13 PUBLIC OFFICE LEAVE

12.13.1 Every permanent bargaining unit member who is elected or appointed to public office shall be granted an unpaid leave of absence from his duties as an employee of the District, upon request, for the term of office. Such absence shall not affect the classification of the bargaining unit member.

12.13.2 No remuneration shall be awarded by the District for such public office duties. However, during the term of such absence, the permanent bargaining unit member may be employed by the District to render certificated service in less than full-time capacity for such compensation and conditions as may be mutually agreed upon.

12.13.3 Within six (6) months following the expiration of term of office, the bargaining unit member shall be entitled to return to the position held at the time of their election or appointment. The bargaining unit member shall be placed on the salary schedule at the level to which they would have been entitled had they not absented themselves from the District.

12.13.4 A substitute employed to replace the permanent bargaining unit member on public office leave shall not have any right to such position following the return of the bargaining unit member to his certificated assignment.

12.14 SABBATICAL LEAVE

12.14.1 Any bargaining unit member who has satisfactorily completed seven (7) full years of service in the Fontana Unified School District shall be eligible for sabbatical leave. Subsequent eligibility may be established by completing the required seven (7) years of consecutive service.

- 12.14.2 A full year of service shall consist of seventy-five (75) percent of the school year without absence for illness or other causes.
- 12.14.3 Years of service may be interrupted by leaves of absence, but time spent on such leaves may not be counted towards the required seven (7) years unless it falls into one of the following categories:
- (A) Exchange leaves.
 - (B) A one (1) year Federal grant leave.
 - (C) Temporary military duty (not more than one hundred eighty <180> days) with the National Guard or Armed Forces of the United States.
- 12.14.4 Any bargaining unit member eligible for sabbatical leave shall submit application to the District prior to February 1 of the school year preceding the leave. Any eligible bargaining unit member who does not submit application prior to the aforementioned date shall be deemed to have refused a sabbatical leave for the next ensuing school year.
- 12.14.5 Applications for sabbatical leaves must be accompanied by a written outline of the program to be undertaken during the leave. Such programs, which are subject to Board approval, may include travel, formal study, independent study, and combinations of the preceding three (3) items or any other activity deemed suitable by the Governing Board.
- 12.14.6 All sabbatical leave programs shall be related directly to the assignment held by the applicant or to an area of need in the District. Applicants shall indicate how the proposed program is expected to enhance their proficiency in these assignments upon return to the District.
- 12.14.7 Formal study programs shall have been accepted by the institution at which the study will take place and such acceptance acknowledged in writing.
- 12.14.8 A formal study program should consist of a normal academic load, which may vary among institutions.
- 12.14.9 Independent study programs shall be under the sponsorship of a recognized institution, agency or research organization.
- 12.14.10 In any given school year, one (1) percent of the total number of certificated employees may be awarded sabbatical leaves. If more applicants are received than can be granted, applicants will be considered on the basis of importance of the purpose of the leave to the District.
- 12.14.11 Sabbatical leaves shall be granted for either one (1) or two (2) consecutive semesters during September through June. If the individual requesting the leave is employed by the District for more than ten (10) months of the year, their sabbatical leave shall be granted for either the entire year or exactly one-half (1/2) of the year.
- 12.14.12 Upon completion of the sabbatical leave, the bargaining unit member shall return to employment in the Fontana Unified School District for at least two (2) years.

12.14.13 A bargaining unit member returning from sabbatical leave shall be placed upon the same step on the salary schedule as they would have been had they remained in active service with the District.

12.14.14 The State Teachers' Retirement System counts as service for retirement only one-half (1/2) of the time spent on sabbatical leave, and only one-half (1/2) of the regular State retirement contributions are deducted from warrants received while on leave. A bargaining unit member may pay the other one-half (1/2) of their retirement contribution and receive full retirement credit.

12.14.15 Rate of Payment

A bargaining unit member on a sabbatical leave shall receive fifty (50) percent of his regular salary, computed on a monthly basis; provided, however, that the compensation for any employment accepted during such leave shall not exceed the difference between the regular salary the bargaining unit member would have received had he remained on regular duty and the salary for sabbatical leave.

12.14.16 Method of Payment

(A) Plan A – Salary for such leave shall be paid in two (2) equal installments. The first shall be paid at the end of the bargaining unit member's first year of work after returning from the leave. The second installment shall be paid at the end of the bargaining unit member's second year of work following the leave.

(B) Plan B – Salary shall be paid in the same manner as if the bargaining unit member were rendering normal service in the District. Such payment shall be conditional upon the bargaining unit member furnishing a suitable bond indemnifying the Board of Education against loss in the event the bargaining unit member fails to meet the two (2) year teaching requirement because of death or physical or mental disability. The requirement for furnishing the bond may be waived by the Board of Education.

12.14.17 Method of payment, A or B, shall be left to the discretion of the bargaining unit member on sabbatical leave.

12.15 ACTIVE MILITARY LEAVE

Bargaining unit members on military leave shall be entitled to rights as provided by State and Federal law.

12.16 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

12.16.1 Allowable industrial accident leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident. Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence.

12.16.2 When a bargaining unit member is absent from their duties due to an industrial accident or illness, they shall be paid such portion of the salary due for any month in which the

absence occurs as, when added to their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to them of not more than their full salary.

12.16.3 The phrase “full salary” as utilized in this action shall be computed so that it shall not be less than the bargaining unit member’s “average weekly earnings” as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this Section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

12.16.4 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporarily disability indemnity award.

12.16.5 When an industrial accident or illness leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to only the amount of unused leave due to them for the same illness or injury.

12.16.6 Upon termination of the industrial accident or illness leave, the bargaining unit member shall be entitled to other leave benefits as described herein. For the purposes of each of these sections, their absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave; provided that if the bargaining unit member continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment to them of not more than their full salary.

12.16.7 During any paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received due to their industrial accident or illness. The District, in turn, shall issue the bargaining unit member appropriate salary warrants for payment of the bargaining unit member salary and shall deduct normal retirement, other authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the bargaining unit member for periods covered by such salary warrants.

12.16.8 Any bargaining unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

ARTICLE 13

RETIREMENT

13.1 RETIREMENT PROGRAM

13.1.1 Effective October 1, 1988 and thereafter, bargaining unit members who retire after no less than fifteen (15) total years of full-time paid service in the Fontana Unified School District and have achieved fifty (50) years of age, according to District records, shall be eligible to participate in the District-sponsored health and welfare benefits programs, provided that the bargaining unit member has been covered under a plan for the five (5) years immediately preceding retirement, as follows:

- (A) Option 1 – The District shall pay the premiums for medical insurance only at the same rate that is provided for current full-time employees for a period of eight (8) years after retirement.
- (B) Option 2 – The District shall pay the premiums for the total health and welfare package (inclusive of medical, dental, vision and life insurance) at the same rate that is provided for current full-time employees for six (6) years after retirement.
- (C) Option 3 – The District shall pay the premium for fourteen (14) years of Dental and Vision insurance at the same rate that is provided for current full-time employees.
- (D) Option 4 – Bargaining unit members hired before July 1, 2015 and serving the Fontana Unified School District with thirty-three (33) or more years of service will be granted lifetime medical benefits for the employee and spouse during the lifetime of the employee.

Full retirement benefits shall be granted to the surviving spouse of an employee who qualified for lifetime benefits under Article 13 until said surviving spouse remarries, or is eligible for Medicare benefits, but under no condition longer than eight (8) years.

- (1) Lifetime Benefits are available for eligible employees beginning at age 55.
- (2) Deferral of lifetime benefits is only eligible to those employees who are leaving for service retirement or medical retirement. Employees who are not retiring from CALSTRS or CALPERS are not eligible for deferral of lifetime benefits.

13.1.2 Under no circumstances shall the District's maximum contribution for retired employees exceed that contributed by the District for current full-time employees.

13.1.3 For purposes of the foregoing, completion of seventy-five percent (75%) of the workdays within a school year shall constitute completion of a year of service. The Board may, at its sole discretion, modify retiree benefits stated herein when in its consideration the circumstances of an individual situation warrant such action.

- 13.1.4 Retirees who were working under less than a full-time contract shall be eligible for a pro-rata District contribution to the employee health and welfare benefits program in accordance with Article 25, Salaries and Fringe Benefits.
- 13.1.5 Retirees shall be responsible for payment for health and welfare benefit selections, which exceed the benefits provided herein. Any retiree with retirement benefit entitlement pursuant to Article 13 (Retirement) who moves to an area not covered by the District's medical, vision, or dental policy carrier(s) or for whom such carrier cannot provide convenient services may elect to find another coverage that meets their needs. Upon written request prior to May 31st of each fiscal year, the retired bargaining unit member shall be reimbursed in advance on a semi-annual basis for medical coverage so selected, provided that at no time shall the District be responsible to pay more than the dollar amount for which the retiree is eligible pursuant to Article 13. If the premium of the policy(s) selected exceeds the retired bargaining unit members' maximum dollar eligible pursuant to Article 13, individually or in combination with any other policies provided to said bargaining unit member pursuant to Article 13, the retired bargaining unit member shall be responsible to pay the excess balance.
- 13.1.6 The surviving spouse or other eligible dependents, if any, of retiree who dies prior to expiration of their retirement health and welfare program (which may include medical, dental and vision protection) shall be entitled to continued benefits for the remainder of the original six (6) or eight (8) year program, whichever is applicable. For retirees who selected the full health and welfare benefits plan for six (6) years, the survivor benefits shall be limited to medical, dental and vision. For retirees who selected medical protection only for a period of eight (8) years, the survivor benefits shall be limited to medical only. In neither case shall the benefits include life insurance protection for the surviving spouse. This benefit of continued coverage shall only apply to retirees who commence participation in the retirement health and welfare benefit and who die prior to termination of the program leaving a surviving spouse and other eligible dependents, if any.
- 13.1.7 For married couples both of whom are employed by the District, arrangements may be made at the time of retirement for the health and welfare benefits to be utilized in a consecutive manner rather than concurrently. In this way, the protection to be enjoyed by married retirees may be expanded to a maximum of twelve (12) years or sixteen (16) years depending upon the retirement option selected.
- (A) Under these circumstances wherein bargaining unit members would seek to defer the engagement of benefits for a period of time not to exceed six (6) or eight (8) years due to eligibility under these provisions due to marriage, the District's responsibility to pay for health and welfare benefits shall remain at the same dollar amount in effect at the time of retirement.
- (B) When benefits are subsequently engaged by the retired bargaining unit member, the retiree would be responsible for paying the difference in the rates from the date of retirement to the commencement of the benefits. Once the retiree's participation has commenced, the retiree's contribution shall remain constant and any subsequent increases in the costs of the benefit programs would be borne by the District. It shall be expressly understood that life insurance protection under the district's retirement plan shall not be included in this deferral program, and the life

insurance coverage may exist during a concurrent period of time after the retirement of the married couple and under no circumstances shall this protection exceed the seventieth (70th) birthday of any participant.

13.1.8 Any bargaining unit member who is not qualified under Article 13.1.7, who is singularly employed by the District and who will be under continuous coverage through another health and welfare plan, may make arrangements at the time of retirement for the health and welfare benefits to be deferred to a future date. This date cannot extend beyond ten (10) years after retirement. Once the date for beginning health and welfare coverage is made, it shall be used in a consecutive manner. The retiree would be responsible for paying the difference in the rates from the date of retirement to the commencement of the benefits. When benefits are subsequently engaged by the retired bargaining unit member, the District shall pay only the total dollar amount that the District would have been responsible for if the bargaining unit member had entered into the program at the time of retirement. It shall be expressly understood that life insurance protection under the District's retirement plan shall not be included in this deferral program. The District shall maintain a list of deferred retirees. Thus accurate information will be readily available and can be given to each retiree who chooses to defer said benefits. Said list will be conveyed to the Association at biannual intervals.

13.2 PRE-RETIREMENT REDUCED WORKLOAD PROGRAM

This Section is governed by Education Code Section 44922.

13.3 EARLY RETIREMENT INCENTIVE PROGRAM (GOLDEN HANDSHAKE)

13.3.1 General

The District will establish an Early Retirement Incentive Program (ERIP) in accordance with Education Code Section 44929. This program may be annually renewed at the discretion of the District. Bargaining unit members who retire under these provisions shall also receive health and welfare benefits in accordance with Section 13.1 of this Article.

13.3.2 Eligibility

Applicants shall be eligible to retire pursuant to State Teachers' Retirement System (STRS) rules and regulations.

(A) Letter of Retirement – By a date specified by the District, applicants shall submit a letter of intent to retire under these provisions, contingent upon approval by the State, requesting retirement to be effective no later than June 30, as annually approved by the Board

(B) Benefits

Applicants retiring under the provisions of Education Code Sections 44929 shall be entitled to a maximum of two (2) years of service credit regardless of the credited service not to exceed the elapsed period of time intervening between the date of the member's retirement and the date the member attains normal retirement age as determined by STRS Board. The benefit of up to an additional two (2) years service credit shall be provided.

13.3.3 Savings-Modification

It is the intent of the parties that this program be pursuant to and in compliance with current legislative provisions. In the event such provisions are modified by subsequent legislative action or that of a court of competent jurisdiction, the terms of the program shall be modified accordingly as provided in Article 26- Statutory or Judicial Changes.

ARTICLE 14

WORK YEAR AND WORKDAY

14.1 WORK YEAR

14.1.1 Unless otherwise stated, the length of the work year for bargaining unit members shall be as follows:

14.1.1.1 For bargaining unit members teaching at schools on a traditional schedule, the work year shall be one hundred eighty-six (186) days with one hundred eighty (180) days allocated to teaching.

14.1.1.2 The first two (2) days of the school calendar are District professional development days. An additional District professional day will occur within the school year determined by mutual agreement between the District and the Association.

(A) Each bargaining unit member shall be entitled to one (1) flex day annually and shall be completed by documenting hours spent fulfilling job responsibilities outside of the paid workday. Time shall be claimed by submitting a signed affidavit attesting to these hours. This time may replace a previously negotiated member-directed day and may not occur during any other compensated time.

14.1.1.3 The first day before student attendance and the last day of the school year are teacher-directed days. An additional teacher-directed day will occur during the school year determined by mutual agreement between the District and the Association.

14.1.1.4 Unless otherwise provided in a bargaining unit member's contract, the work year for the following Appendix C position shall be:

(A) Counselors

(1) The counselor work year shall be equivalent to the teacher work year plus seven (7) additional days.

(2) Counselors shall be paid on a separate salary schedule identified in an Appendix to this Agreement.

(3) Counselors shall report to work four (4) workdays prior to the teacher report date.

(4) Counselors shall work the three (3) remaining additional days as floating days scheduled upon the mutual agreement of the bargaining unit member and the site administrator.

14.1.1.5 Bargaining unit members in their first year of employment by the District shall have a work year one (1) day longer than that set out in Section 14.1.1.1 above.

14.1.2 The Board shall attempt to schedule spring vacation between the third (3rd) and fourth (4th) quarters for schools on a traditional year schedule.

14.1.3 All bargaining unit members shall be provided with a color-coded copy of the calendar agreed upon by the Association and the District.

14.2 WORKDAY

14.2.1 The provisions governing bargaining unit members' workday, as set forth in this Article, are intended to strike a balance between completing the District's essential activities and ensuring the bargaining unit members adequate time, apart from work for the District, for personal, family, and social activities.¹

14.2.2 Bargaining unit members shall work the time reasonably necessary to discharge their essential instructional and professional duties.

14.2.2.1 "Essential instructional and professional duties" shall mean those customary and typical tasks and functions that a reasonable education professional in a comparable position would expect to perform in the course of their ordinary duties.

14.2.2.2 Bargaining unit members shall not be required to perform duties that do not meet the criteria set out in Sections 14.2.2 above unless one of the following requirements are met:

(A) Bargaining unit members freely and voluntarily agree to perform those duties, or

(B) The duties arise from a written agreement between the District and the Association.

14.2.3 Unless otherwise provided by this Agreement, bargaining unit members shall be at their work site to begin their workday at least thirty (30) minutes before the beginning of the instructional day as required by California Code of Regulations, Title 5, Section 5570. The minimum unit member on-site workday shall be 7.5 hours.

14.2.3.1 Unless otherwise provided in this Agreement, bargaining unit members teaching at secondary schools are required to complete six (6) consecutive periods or time blocks at the site to which they are assigned when the instructional day is composed of six (6) periods or time blocks.

¹ Section 14.2.1 is intended as an aid in the interpretation of the provisions of this Article and is not grounds for a grievance under Article 17 of this Collective Bargaining Agreement.

14.2.4 When bargaining unit members' essential instructional and professional duties extend beyond the time specified in Section 14.2.2, duties that are not dependent upon the bargaining unit members' physical presence at the site do not have to be performed at the site.

14.2.5 With reasonable prior notice, the workday of a bargaining unit member may extend beyond the time set in Section 14.2.2(B) for the following:

14.2.5.1 Any activity undertaken freely and voluntarily by the bargaining unit member.

14.2.5.2 Meetings or activities related to individual student discipline, progress, or learning difficulties provided that:

(A) To the extent practicable, these meetings or activities shall be held before the beginning of the instructional day or during the school day when the bargaining unit member is released from the bargaining unit member's regular duties.

(1) These meetings may be held no earlier than the report time for the bargaining unit member(s).

(2) These meetings shall begin no later than fifteen (15) minutes past the time of the bargaining unit member's regular day student dismissal time.

(B) No bargaining unit member may be required to remain in a meeting or meetings under Section 14.2.5.2 beyond thirty (30) minutes after meeting begins unless the meeting is held during the bargaining unit member's workday when the bargaining unit member is released from the bargaining unit member's regular duties.²

14.2.5.3 Duties related to student dismissal are provided as follows:

(A) The bargaining unit member's on-site workday shall not be extended for more than fifteen (15) minutes.

(B) The school site administration shall develop a dismissal duty plan.

(1) The dismissal duty plan must equitably allocate dismissal duties among the bargaining unit members.

(2) The dismissal plan must not require the presence of more bargaining unit members than reasonably necessary to perform dismissal duties each day.

² Pursuant to Educational Code 56341(f-h) a Bargaining Unit Member must remain for the entire IEP meeting unless excused by the parent and local educational agency.

- (3) The duty plan must assure that bargaining unit members do not have student dismissal duties more often than is reasonably necessary and, except the first two (2) weeks of classes, in no case more often than alternating weeks.

14.2.5.4 Elementary Evening Events

- (A) No more than two (2) evening events during the school year, provided as follows:
 - (1) These events shall not be more than sixty (60) minutes in length.
 - (2) These events must be scheduled as close to the end of the normal workday as possible while accommodating the reasonable needs of parents and families who attend.
- (B) These events may include, but are not limited to, Back to School Night and Open House.

14.2.5.5 Secondary Evening Events

- (A) Unit members shall not be required to attend more than two (2) evening events during the school year.
 - (1) These events shall not be more than ninety (90) minutes in length each.
 - (2) Evening events must be scheduled as close to the end of the normal workday as possible while accommodating the reasonable needs of parents and families who attend.
 - (3) These events may include, but are not limited to, Back to School Night, Open House, and/or graduation.
 - i The professional expectation is for unit members to remain until the conclusion of the high school graduation ceremony unless prior arrangements are made with the site administrator at least forty-eight (48) hours in advance, when possible.

14.2.5.6 Where a school site has a minimum day at the end of the first or second semester, bargaining unit members may leave the site with the dismissal of students, provided that the bargaining unit member's classroom or work area is left in reasonably neat and orderly condition and the bargaining unit member has notified the administrative office at the site that the bargaining unit member is leaving.

14.2.6 Lunch Period

14.2.6.1 Included within the workday, each bargaining unit member shall have one (1) uninterrupted duty-free lunch period.

14.2.6.2 The lunch period shall normally be equivalent to the student lunch period at the bargaining unit member's school, but in no case shall it be less than thirty (30) minutes.

14.2.6.3 The lunch period shall not include passing periods or any other time during which the bargaining unit member has required contact with, or responsibility for, students.

14.2.7 Elementary Schools Inclement Weather Provisions

14.2.7.1 Elementary school bargaining unit members shall be entitled to compensatory time on subsequent workdays as set forth below whenever the normal student contact time is extended due to inclement weather.

(A) The site administrator shall have the discretion to determine whether or not inclement weather exists.

(B) Compensatory time on subsequent workdays shall equal the actual additional student contact time incurred as a result of the inclement weather.

(1) Compensatory time shall be shared equally between Administrator-directed time and Member-directed time unless mutually agreed otherwise.

(C) "Compensatory time" shall mean the amount of time by which the bargaining unit members at the site may leave before that specified in Section 14.2.

(1) Compensatory time shall not be taken during student contact time.

(D) Unless otherwise agreed by the site administrator and bargaining unit member, the bargaining unit member shall normally take advantage of the compensatory time during subsequent minimum days.

(1) The bargaining unit member shall not be required to utilize the compensatory time during the next minimum day.

(2) Compensatory time must be utilized within the next six (6) subsequent minimum days after the time during which it was earned.

14.2.7.2 Prior to the first day of student attendance, each elementary school site shall establish a written inclement weather procedure for the upcoming year setting forth the following:

(A) The site's procedure for declaring an inclement weather schedule.

(B) A procedure for classroom coverage in order to ensure that each bargaining unit member with student instruction or supervision

responsibilities has a health and welfare break when normal recess breaks have been canceled.

14.2.8 Miscellaneous Workday Provisions

14.2.8.1 Bargaining unit members shall not be required to teach a split schedule.

14.2.8.2 Resource Specialist Program (RSP) teachers and Speech Language Pathologist (SLP) teachers shall have an on-site workday equal to that of other bargaining unit members at that site.

14.2.8.3 Bargaining unit members shall be allowed flexible workday hours, as agreed by the site administrator, on workdays that do not include student contact.

14.2.8.4 Bargaining unit members who are required to attend district-mandated training during release time from the bargaining unit members' usual duties shall not be required to prepare lesson plans for substitutes or other materials other than those that the bargaining unit member would prepare in the normal, everyday course of the bargaining unit members' duties.

14.3 Modifications and innovations affecting the workday are subject to the following:

14.3.1 Any innovations requested by a specific school site, including, but not limited to, changes to the workday, must have the approval of seventy-five percent (75%) of the affected bargaining unit members as determined by a secret ballot of the affected bargaining unit members in an election conducted by the Association.

14.3.2 Any innovation or modification is further contingent upon written agreement of both the District and the Association after they have considered the impact of the innovation on the Collective Bargaining Agreement, Board Policy, Education Code, and past practices.

14.3.2.1 Any agreement under Section 14.3.1 is subject to review by the District and the Association upon completion of the first year of innovation.

14.3.2.2 Upon request and approval for a third continuous year, an innovation shall remain in force until a review is requested either by the District or Association.

(A) The request for review must be submitted in writing by either party to the other by the end of the first semester.

(B) Upon receipt of a request for review, an existing innovation shall become subject to all provisions of Section 14.3.

14.3.2.3 If neither the District nor the Association request a review of an innovation or modification under Section 14.3, there may be no grievance based on Section 14.3 during the school year in which neither the District nor the Association fail to request a review.

- 14.3.3 Any innovation or modification approved pursuant to this section shall not result in an increase in the time, exclusive of passing periods, that bargaining unit members are responsible for, or in required contact with, students.
- 14.3.4 The District and the Association agree to meet, negotiate, and reach a written agreement prior to the development and implementation of any plan that may extend bargaining unit members' instructional day.
- 14.3.5 Modification and Innovations shall be submitted for consideration to Fontana Teachers Association and the District by the end of the first semester in order to receive final approval by April 1 for implementation the following school year.

14.4 ORGANIZATION OF THE INSTRUCTIONAL DAY

14.4.1 Secondary Schools

14.4.1.1 The instructional duties of bargaining unit members assigned to secondary schools shall not exceed five (5) instructional periods in a six (6)-period daily schedule.

- (A) A "subject" shall mean any instance in which the bargaining unit member must do any of the following for a class with a specific, distinct course title, with the exception of homeroom:
 - (1) Prepare lessons, lectures, or other activities
 - (2) Assess, evaluate, or assign grades to students
 - (3) Teach, supervise, or manage students
 - (4) Take attendance.
- (B) With the exception of bargaining unit members teaching self-contained classes³, bargaining unit members assigned to secondary schools shall not normally teach more than three (3) subjects during any grading period.
- (C) With the exception of bargaining unit members teaching self-contained classes, no bargaining unit member teaching secondary school shall be involuntarily assigned more than three (3) subjects.
- (D) If the school site has a schedule that provides for classes before or after the regular class schedule at that site, an assignment to teach a class before or after the regular class schedule must be voluntary.
- (E) No assignment of a subject may be made for capricious, arbitrary, or punitive reasons.

³ "Self-contained class" shall mean a class in which one bargaining unit member teaches multiple subjects to the same group of students.

14.4.1.2 The District and the Association agree that, in certain situations, bargaining unit members in the secondary schools may teach an additional period and be compensated at an additional one-sixth (1/6th) of the individual's per diem rate of compensation.

(A) Work subject to compensation shall include:

- (1) Preparation for the beginning of school
- (2) Work on student non-attendance days
- (3) Duties on days when the bargaining unit member, in the normal course of activities, would be responsible for the students

(B) The following provision shall govern the determination of, and assignment to, an additional period pursuant to Section 14.4.1.2:

- (1) The District shall determine the staffing requirements at each secondary school.
- (2) Before offering or making assignments to additional one-sixth (1/6th) period teaching positions, the District shall make every effort to preclude the need for such additional assignments including, but not limited to, making a good faith effort to employ sufficient qualified teachers to fill all vacant teaching position.
- (3) The District shall not utilize these provisions to replace or eliminate any teaching positions.
- (4) The assignment of unit members to the teaching of an additional period under to Section 14.4.1.2 shall be completely voluntary.
- (5) Bargaining unit members with less than one (1) year of classroom teaching experience shall not normally be offered a one-sixth (1/6th) additional period teaching assignment.
- (6) Notice of additional one-sixth (1/6th) period opportunities:
 - i Additional one-sixth (1/6th) period opportunities which have been created for the subsequent school year shall be posted⁴ at the school for five (5) working days prior to the last day of school at that site.
 - ii Additional one-sixth (1/6th) period opportunities that are created after the last day of school at that site, but prior to the

⁴ For the purposes of this article, any document shall be deemed to be posted when it is sent to bargaining unit members through district email.

commencement of the subsequent school year, shall be posted at the school for not less than five (5) working days and announced at the first faculty meeting before the arrival of students.

- iii Any other one-sixth (1/6th) additional period opportunities must be announced and posted at the school for a period not less than five (5) working days.
- (7) The following procedures shall be used for the assignment of bargaining unit members to additional periods of instruction pursuant to Section 14.4.1.2:
- i Assignments for one-sixth (1/6) additional period opportunities for classes created before the fifteenth (15th) day of student attendance shall be made as follows:
 - (a) Bargaining unit members who indicate an interest in teaching the additional period shall be listed and ranked in the order of their departmental seniority with the bargaining unit member with the most seniority ranked first and the other bargaining unit members in descending rank thereafter.
 - (b) The bargaining unit member with the most departmental seniority shall be offered the assignment.
 - (1) For purposes of interpreting Article 14, core intervention classes shall be considered part of the department for which the intervention is provided.
 - (2) By way of example, a bargaining unit member teaching a reading intervention class shall be considered part of the language arts department for the purpose of determining departmental seniority under Section 14.4.1.2.
 - (c) If two (2) or more volunteers have the same departmental seniority, the assignment shall be offered to the volunteer with the most school site seniority.
 - (d) If two (2) or more volunteers have the same departmental seniority and the same school site seniority, the assignment shall be offered to the volunteer with the most district seniority.

- ii For classes created after the fifteenth (15th) day of student attendance, one-sixth (1/6th) additional period opportunities shall be assigned to the bargaining unit member who best meets the criteria below in order listed. For members who are equivalent under criteria Section 14.4.1.2.B.(7).ii(a), then Section 14.4.1.B.(7).2.ii(b) shall be controlling.
 - (a) Availability to provide instruction during the required additional periods with the least disruption of the master schedule.
 - (b) The bargaining unit member has the longest seniority at the school site, and
 - (c) When selecting a bargaining unit member for a one-sixth (1/6th) position, preference will be given to the bargaining unit member who has not had a one-sixth (1/6th) assignment in the prior school year.

14.4.1.3 If a bargaining unit member is excluded from consideration for a one-sixth (1/6th) position at a secondary school and the bargaining unit member disagrees with the exclusion, the bargaining unit member shall request a review of the exclusion by the Human Resources Department.

- (A) Within five (5) working days, the District will advise the bargaining unit member of its determination of whether the exclusion is permissible.
- (B) The timeline for initiating a grievance under 17.2.1 shall not begin until the end of the five (5)-day period in which the District makes its determination of whether the exclusion is permissible.

14.4.1.4 If the District determines that the classes taught by the bargaining unit member are a reasonable part of the subject matter area of a department, the District shall direct site administration to:

- (A) Treat the time the bargaining unit member has taught the class as departmental seniority and
- (B) Include the bargaining unit member in those bargaining unit members being considered for the one-sixth (1/6th) position.

14.4.1.5 Additional one-sixth (1/6th) class period assignments shall not normally be created for more than one (1) semester or trimester, and in no case shall such assignments be created for more than one (1) school year.

14.4.2 Elementary Schools

14.4.2.1 Every effort will be made not to create combination classes except where student enrollment clearly requires such action.

- 14.4.2.2 “Combination class” shall mean an elementary class that contains students from two (2) or more grades.
- 14.4.2.3 Bargaining unit members who teach elementary school combination classes will be paid a salary stipend in the amount set forth in Appendix C of this Collective Bargaining Agreement.
- 14.4.2.4 Bargaining unit members who are the teachers of record of elementary special education classes that contain students registered in two (2) or more grade levels are eligible for the combination stipend as follows:
- (A) The bargaining unit member teaching an elementary special education class and the site administrator shall review the IEPs (Individual Education Plans) of students in the bargaining unit member’s class.
- (1) If the bargaining unit member and site administrator mutually agree that the needs of the students require that the bargaining unit member plan and deliver instruction from the Board-adopted core curricula of more than one (1) grade level, the bargaining unit member shall receive the combination class stipend set forth in Section 14.4.2.3 above.
- (2) If the bargaining unit member and site administrator mutually agree that the needs of the students do not require that the bargaining unit member plan and deliver instruction from the Board-adopted core curricula of more than one (1) grade level, the bargaining unit member shall not receive the combination class stipend set forth in Section 14.4.2.3 above.
- (3) If the bargaining unit member and site administrator cannot mutually agree, as set forth in Section 14.4.2.4(A)(1) or Section 14.4.2.4(A)(2), that the needs of the students require that the bargaining unit member plan and deliver instruction from the Board-adopted core curricula of more than one (1) grade level, the bargaining unit member shall not receive the combination class stipend set forth in Section 14.4.2.3, and the following provisions shall apply:
- i The bargaining unit member shall not be required to plan and deliver instruction from more than one (1) curriculum to the bargaining unit member’s class.
- ii The bargaining unit member shall not be held accountable for, or be evaluated upon, planning and delivering instruction from curricula from more than one (1) grade level.
- (B) The site administrator will provide the bargaining unit member with a written conference summary indicating whether or not the bargaining

unit member will plan and deliver instruction from the Board-adopted core curricula of more than one (1) grade level and receive the combination class stipend set forth in Section 14.4.2.3 above.

- (C) The site administrator may use occasional informal reviews of lesson plans and administrator observations (formal, informal, or walk-throughs) to verify that the bargaining unit member is implementing the Board-adopted core curricula as agreed pursuant to Section 14.4.2.4(A)(1) above.

14.5 PERSISTENT VACANCY

14.5.1 Where the District is unable to hire a qualified person to provide instruction to a class, the site administrator may declare a “persistent vacancy” in order to provide necessary support to a substitute teacher who is teaching a class over a lengthy period of time until a full-time teacher is placed with the class.

14.5.2 When a “persistent vacancy” is declared, the following procedures apply:

14.5.2.1 The bargaining unit member tasks under a “persistent vacancy” include, but are not limited to, the following:

- (A) The preparation of lesson plans
- (B) Advising the substitute on the preparation of lesson plans
- (C) Evaluating and grading student work
- (D) Assigning term grades

14.5.2.2 Participation in providing persistent vacancy services shall be voluntary.

14.5.2.3 The opportunity to provide persistent vacancy services will be offered only to the following:

- (A) Fully qualified bargaining unit members
- (B) Bargaining unit members assigned to the site
- (C) Bargaining unit members who possess the appropriate credential and authorization to teach the class in which the vacancy is occurring

14.5.2.4 Compensation for persistent vacancy duties under Section 14.5 shall be at the bargaining unit member’s hourly per diem rate.

- (A) Persistent vacancy services for lesson plan preparation shall not exceed three (3) hours per week and shall be limited to time actually worked.
- (B) Persistent vacancy services for assessing and grading student work and for determining term grades shall include the actual time worked.

- 14.5.2.5 More than one (1) bargaining unit member may provide persistent vacancy support services to a class.
- 14.5.2.6 The bargaining unit members involved must follow a common grading scheme which reflects department or grade level standards or standards and which is developed by the teacher assigned to the lesson planning function.
 - (A) The grades for each period of instruction shall be given to the bargaining unit member providing term grades for that class and shall be included in the computation of term grades.
 - (B) The substitute teacher will grade student work that can be graded through computer scanning or with the use of an answer key.
- 14.5.3 Selection of bargaining unit members for assignments pursuant to Section 14.5 from among the bargaining unit members who meet the qualifications in Section 14.5.2.3 will be at the discretion of the site administrator.
 - 14.5.3.1 The District shall notify the Association when bargaining unit members are selected to provide persistent vacancy services.

14.6 PREPARATION PERIODS AND TIME

- 14.6.1 “Preparation Period” or “Preparation Time” shall mean member-directed time during which bargaining unit members may carry out activities reasonably necessary to fulfill their essential instructional and professional duties as set forth in Section 14.2.2 including, but not limited to, reviewing and assessing student progress, teacher planning, preparing materials, collaborating with other bargaining unit members, and arranging the classroom or work area.
 - 14.6.1.1 Within the workday, each bargaining unit member with a teaching assignment shall have “preparation” as provided in Sections 14.6.2 and 14.6.3.
 - 14.6.1.2 The District agrees to protect bargaining unit members’ member-directed preparation time from intrusion except as provided in this Agreement or other written agreements between the Association and the District.
 - 14.6.1.3 Conferences with administrators shall normally be held, upon twenty-four (24) hours prior notice, during the bargaining unit members’ preparation periods or during times within the on-site workday in which the bargaining unit member is released from their normal duties.
- 14.6.2 Secondary Schools
 - 14.6.2.1 Bargaining unit members assigned to secondary schools shall have a preparation period equal to the length of one (1) period of student instruction.
 - 14.6.2.2 When, due to short-term schedule changes for essential activities such as testing, it is not possible for all bargaining unit members teaching at a secondary school to have preparation time every day, bargaining unit

members must be provided member-directed preparation time over no more than six (6) days in an amount equal to the total preparation time for that period they would have had if not for the schedule changes.

14.6.3 Elementary Schools

14.6.3.1 Bargaining unit members teaching at elementary school sites shall be allocated twenty-five (25) minutes of preparatory time each day in addition to the time set forth in Section 14.2.3.

14.6.3.2 Preparation Period Program for Bargaining Unit Member Teaching Fourth (4th), Fifth (5th), or Sixth (6th) Grade Students

- (A) It is the intent of the District and the Association that there shall be a program within district elementary schools by which bargaining unit members teaching fourth (4th), fifth (5th), or sixth (6th) grade students have additional preparation periods during which time their students will receive instruction that enriches the curriculum through instruction in science, music, and/or physical education.
- (B) Bargaining unit members teaching fourth (4th), fifth (5th), or sixth (6th) grade students shall have two (2) additional periods of member-directed preparation time each week in addition to the preparation time set out in Section 14.6.3.1.
 - (1) These additional preparation periods will begin the first day of the second week of student attendance each year.
- (C) Itinerant teachers shall offer enrichment instruction in physical education, music, and/or science.
 - (1) Itinerant teachers providing instruction in this program will have the same number and length of preparation periods as bargaining unit member teaching fourth (4th), fifth (5th), or sixth (6th) grade students.
 - (2) If the itinerant teacher is unavailable and if there is no substitute teacher available to teach the enrichment period, the bargaining unit member who is the teacher of record for the class shall provide the instruction during the enrichment period.
 - i The bargaining unit member who is the teacher of record for the class shall be compensated at the bargaining unit member's Appendix C contract hourly rate of pay⁵ for providing the instruction during the enrichment period.

⁵ The "Appendix C contract hourly rate" is defined in the Appendix C Supplementary Salary Schedule provisions for hourly rate and period substitution.

14.6.3.3 Preparation Period Program for Bargaining Unit Members Teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students

- (A) It is the intent of the District and the Association that there shall be a program within district elementary schools by which bargaining unit members teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students have additional preparation periods during which time their students will receive instruction that provides intervention and/or enriches the curriculum.
- (B) Bargaining unit members teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students shall have one (1) additional period of member-directed time per week during the 2019-20 instructional year. One (1) additional period of member-directed preparation time per week will be added during the 2020-21 instructional year so that each kindergarten (K), first (1st), second (2nd), or third (3rd) grade teacher receives a total of two (2) periods per week. These preparation periods shall be in addition to the preparation time set out in Section 14.6.3.1.
 - (1) These additional preparation periods will begin the first day of the second week of student attendance each year.
- (C) Itinerant teachers shall offer intervention, remediation, and/or enrichment instruction.
 - (1) Itinerant teachers providing instruction in this program will have the same number and length of preparation periods as bargaining unit member teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students.
 - (2) If the itinerant teacher is unavailable and if there is no substitute teacher available to teach the enrichment period, the bargaining unit member who is the teacher of record for the class shall provide the instruction during the enrichment period.
 - i The bargaining unit member who is the teacher of record for the class shall be compensated at the bargaining unit member's Appendix C contract hourly rate of pay⁶ for providing the instruction during the enrichment period.

14.7 MINIMUM DAYS

14.7.1 Minimum Day Calendar shall be negotiated annually upon request of either party.

⁶ The "Appendix C contract hourly rate" is defined in the Appendix C Supplementary Salary Schedule provisions for hourly rate and period substitution.

14.7.1.1 If a mutual agreement is not reached by February 1, the current year calendar will be used as a default.

14.7.2 Administration-directed and member-directed minimum days shall be equitably distributed with no less than 50% of the total minimum days as member directed.

14.7.2.1 One (1) day each week shall be a minimum day on which students are dismissed early to provide time, as set forth below, for both administration-directed activities and member-directed preparation.

14.7.2.2 Minimum days each month shall be allocated as follows:

(A) Administrative-Directed Minimum Days

- (1) Administration directed time on minimum days may be used for activities required by the district and school administration.
- (2) These activities include, but are not limited to, the following:
 - i Faculty meetings
 - ii Grade-level meetings
 - iii Staff development activities
 - iv Grade-level planning
 - v IEP meetings, SIT and SST meetings
 - vi Action plan meetings
 - vii Required student assessment reporting
 - viii Other meetings or functions as are, or may be, required by the District or school administration
- (3) Except in emergencies, meetings and activities mandated by the district and school administration shall be confined to administration time on minimum days.

(B) Member-Directed Time

- (1) At least 50% of minimum days shall be member-directed time.
- (2) This time may be used by bargaining unit members for, among other activities, the following:
 - i Ordinary and necessary class preparation
 - ii Regular student assessment activities
 - iii Readying of the classroom for instruction
 - iv Report card and student progress report preparation

- v Any other activity that is a normal, ordinary, and regular part of a bargaining unit member's duties
- (3) Each bargaining unit member shall, in her or his professional judgment, determine how to allocate and use member-directed time to fulfill essential instructional and professional duties.
- (4) The following shall be exceptions to Section 14.7.2.2(B):
- i Meetings made clearly necessary by unforeseen emergency circumstances provided that such meetings shall not extend beyond fifteen (15) minutes in length
 - ii Meetings and activities voluntarily undertaken by the bargaining unit member
 - iii Contacts with BTSA or PAR Teachers.

14.7.3 Conference and Final Examination Minimum Days

14.7.3.1 High Schools: Minimum days shall be scheduled for high school examinations at the end of both semesters.

14.7.3.2 The District shall also establish minimum days at elementary and middle schools for parent conferences.

14.7.3.3 On these minimum days, unit members may leave upon completion of professional duties.

14.8 MANDATORY FACULTY MEETINGS

14.8.1 Except in emergencies, mandatory meetings (including faculty meetings, grade-level meetings, articulation meetings, and required site staff development events) shall be held on minimum days as provided in Section 14.7.2.2.

14.8.2 Bargaining unit members shall be required to attend faculty meetings.

(A) "Faculty meetings" include site-mandated meetings and administration/district-mandated meetings such as district department meetings.

(B) These meetings shall be for the purpose of staff business and staff development.

(C) Additional faculty meetings may be called only on an emergency basis when conditions or issues exist that require immediate faculty involvement.

14.8.3 In addition to faculty meetings specified in Section 14.8.2 above, a team, grade level, or department may schedule optional meetings as may be necessary for team meetings, grade-level meetings, department curriculum, or instructional strategy sessions.

(A) Attendance at these meetings is voluntary.

- (B) Sign-in sheets will be kept only to the extent required for compliance with federal, state, and grant mandates and as may be necessary for bargaining unit members on a remediation plan.

14.9 ADJUNCT DUTIES

14.9.1 The District may, from time to time, assign bargaining unit members the following adjunct duties:

14.9.1.1 Up to two (2) after-school activities as provided in Section 14.2.5.4 and 14.2.5.5

14.9.1.2 Student dismissal duties as set forth in Section 14.2.5.3

14.9.1.3 Elementary school campus supervision and bus duties, provided the following conditions are met:

- (A) The duties must be equitably distributed.
- (B) The school site administrator shall create a schedule for all duties after consultation with, and the participation of, bargaining unit members assigned to the site.
- (C) The District and school administration will make a good faith effort to alleviate any need for bargaining unit members elementary teaching grades one (1) through five (5), including those teaching any kindergarten (K)/first (1st) grade combination, from having to perform supervision duties outside of their regular classroom duties during the school day except during inclement weather.
- (D) Bargaining unit members teaching at an elementary school shall not be required to provide campus supervision or bus duty more often than every two (2) weeks or more often than once a day.
- (E) Each site will develop a backup schedule to cover instances in which there is an absence of one or more of the student supervision support staff.
- (F) Where, due to circumstances particular to a site, it is not possible to comply with the requirements set forth above in Section 14.9.1.4, the site administrator shall develop a plan that complies with those requirements as closely as possible and shall provide the Association with a copy of that plan for review.
- (G) The bargaining unit members do not have more than ten (10) minutes of morning duty.
- (H) The bargaining unit members have morning duty no more than one (1) week at a time and no more often than every other week.

14.9.1.4 General supervision duties over extracurricular student activities such as dances, performances, and athletic events shall be voluntary.

14.9.2 Bargaining unit members as substitutes.

14.9.2.1 Except as provided in this Collective Bargaining Agreement, bargaining unit members shall not be required to substitute for other bargaining unit members.

14.9.2.2 Secondary Schools

(A) When bargaining unit members at a secondary school are needed to substitute for other bargaining unit members at that site, substitutes shall be drawn from a pool of volunteers.

(1) Each semester the names of the bargaining unit members volunteering to substitute shall be listed and posted at each site.

(B) If there are not sufficient volunteers in the pool to provide coverage, bargaining unit members teaching at the site may be required to involuntarily substitute for the absent bargaining unit member.

(1) The selection of involuntary substitutes shall be on a rotation of all bargaining unit members teaching at the site.

(2) Selection of involuntary substitutes shall be equitably distributed among bargaining unit members teaching at the site.

(C) Bargaining unit members who substitute for absent bargaining unit members shall be compensated in one (1) of the two (2) following ways:

(1) For each period of substitution at the rate of one (1) hour of the Appendix C contract hourly rate, or

(2) For each period of substituting, the bargaining unit member shall receive one-sixth (1/6th) day of accrued leave based on six (6) periods of instruction per day.⁷

14.9.2.3 Elementary Schools

(A) When bargaining unit members at an elementary school are needed to substitute for other bargaining unit members at that site, substitutes shall be drawn from a pool of volunteers.

(1) Each semester the names of the bargaining unit members volunteering to substitute shall be listed and posted at each site.

⁷ Accrued leave cannot exceed amount of leave the bargaining unit member would have accrued if the bargaining unit member had not taken any leave during the bargaining unit member's employment with the Fontana Unified School District.

The list shall indicate whether the bargaining unit members on the list are volunteering to include kindergarten (K), primary, or intermediate level students in the bargaining unit member's class.

- (B) If there are not sufficient volunteers in the pool to provide coverage, bargaining unit members teaching at the site may be required to involuntarily substitute for the absent bargaining unit member.
 - (1) The selection of involuntary substitutes shall be on a rotation of all bargaining unit members teaching at the site.
 - (2) Selection of involuntary substitutes shall be on equitably distributed among bargaining unit members teaching at the site.
- (C) When elementary bargaining unit members at elementary school sites substitute for other bargaining unit members, they shall be compensated for each substitution in one of the two following ways:
 - (1) Financial compensation
 - i Full-day substitution is defined as six (6) hours per day.
 - ii Compensation will be based on the following formula:
 - (a) The number of hours, to nearest half hour, during which the bargaining unit member substituted multiplied by Appendix C contract hourly rate divided by the number of bargaining unit members who substituted for the absent bargaining unit member.
 - (b) This formula can be expressed as:
$$\frac{\text{(Number of hours substituted * Appendix C contract hourly rate)}}{\text{Number of bargaining unit members who substituted}}$$
 - (2) Accrued leave based on the number of students above the target ratio set forth in Article 15 and the total time of substitution.⁸
 - i By way of example, in first (1st) through third (3rd) grades where the Target Ratio is twenty (20) students, providing substitute coverage for twenty (20) students would result in one (1) full day or six (6) hours of accrued leave.

14.10 Bargaining unit members shall not be assigned duties normally performed by District classified or administrative staff.

⁸ Accrued leave cannot exceed amount of leave the bargaining unit member would have accrued if the bargaining unit member had not taken any leave during the bargaining unit member's employment with the Fontana Unified School District.

14.11 ELEMENTARY SCHOOL PARENT CONFERENCES

14.11.1 At or near the end of the first quarter, up to five (5) minimum days shall be scheduled for elementary school parent conferences for bargaining unit members teaching at the site and the parents or guardians of bargaining unit members' students.

14.11.2 The Association and the District shall consult with each other and mutually develop guidelines for giving notice about, and holding, parent conferences.

14.12 CLASSROOM SHARING

14.12.1 Definitions:

14.12.1.1 Roving Model:

(A) "Roving" shall mean as follows:

(1) At the elementary school level, roving is a system in which identified bargaining unit members move to a new classroom each time a track ends.

(2) At the secondary school level, roving is a system in which a bargaining unit member has no assigned classroom and teaches in two (2) or more classrooms daily.

14.12.2 Every effort shall be made to exempt the following bargaining unit members from a required classroom sharing assignment:

14.12.2.1 Bargaining unit members with one (1) year or less teaching experience

14.12.2.2 Bargaining unit members teaching special education and severely handicapped students

14.12.2.3 Bargaining unit members who are referred to Peer Assistance and Review (PAR)

14.12.2.4 Bargaining unit members teaching kindergarten shall be exempt from any roving requirements.

14.12.3 In the event that the bargaining unit members specified in Section 14.12 are required to participate in a classroom sharing arrangement, they shall not be assigned to serve as the roving classroom in a roving model.

14.12.3.1 Notwithstanding the above, if a first-year inexperienced bargaining unit member is assigned to rove due to the need to create a class or to assign a bargaining unit member to the class after the beginning of the school year, the bargaining unit member assigned to rove shall be exempt from roving for the following school year.

14.12.4 Bargaining unit members assigned to secondary sites and who have an assignment involving roving.

- 14.12.4.1 Volunteers shall be assigned first.
- 14.12.4.2 After all volunteers have been utilized, further classroom sharing shall be equitably distributed.
 - (A) Every effort shall be made to assure that no bargaining unit member shall be required to classroom share two (2) consecutive years/terms.
 - (B) Every effort shall be made to ensure the close proximity and subject compatibility of assigned rooms.
- 14.12.4.3 Each bargaining unit member involved in classroom sharing shall be provided a workspace at the site to which the bargaining unit member is assigned. The workspace shall include a locking desk and a locking filing cabinet as well as access to a faculty phone and computer workstation.
- 14.12.4.4 Basic supplies, which are normally made available by the school, shall be made available in each room used in a classroom share assignment.

14.13 KINDERGARTEN WORKDAY

14.13.1 Kindergarten Grade Span Adjustment

14.13.1.1 Definitions

- (A) "Kindergarten Teacher of Record" shall mean the kindergarten teacher to whom all the students in a class are assigned during the full kindergarten instructional day.
- (B) The "Partner Kindergarten Teacher" shall mean a teacher who provides one hundred (100) minutes of language arts and math instruction to subgroups of twenty (20) students or less in another kindergarten teacher of record's AM-PM kindergarten class.

14.13.1.2 Basic Kindergarten Workday:

- (A) The basic kindergarten workday for bargaining unit members teaching in an AM-PM kindergarten, described in Section 14.13.7.5 below, shall be four hundred twenty (420) minutes, excluding lunch, comprised of the following components:
 - (1) One hundred (100) minutes of instructional time teaching exclusively language arts and math to the class for which the bargaining unit member is the teacher of record. This time is concurrent with the time during which a partner teacher is providing instruction in language arts and math as provided in Section 14.13.1.2(A)(3) in the same classroom.
 - (2) One hundred (100) minutes of total student instructional time teaching math, language arts, science, social science, motor

development, and English language development to a class for which the bargaining unit member is the teacher of record.

- (3) One hundred (100) minutes of shared time providing math and language arts instruction to twenty (20) or fewer students in another AM-PM kindergarten class.
 - (4) Thirty (30) minutes before beginning of school day as provided in the California Code of Regulations, Title 5, Section 5570.
 - (5) Ninety (90) minutes daily of member-directed preparation time.
- (B) The basic kindergarten workday for bargaining unit members teaching in a staggered day kindergarten, described in Section 14.13.7.6 below, shall be four hundred twenty (420) minutes, excluding lunch, comprised of the following components:
- (1) One hundred (100) minutes used exclusively for math and language arts instruction to an “early group” of students
 - (2) One hundred (100) minutes used exclusively for math and language arts instruction to a “late group” of students
 - (3) One hundred (100) minutes of instructional time used teaching math, language arts, science, social science, motor development, and English language development to the early group and late group combined
 - (4) Thirty (30) minutes before beginning of school day as provided in the California Code of Regulations, Title 5, Section 5570
 - (5) Ninety (90) minutes daily of member-directed preparation time

14.13.2 Each school site shall develop a plan to provide for two (2) daily “health and welfare” breaks from student contact duties for each bargaining unit members teaching kindergarten.

14.13.2.1 The District will ensure, to the extent possible, that all bargaining unit members teaching kindergarten are provided traditional kindergarten teaching facilities or that their classrooms are as close to restroom facilities and drinking fountains as feasible.

14.13.2.2 A variety of strategies may be used to implement health and welfare breaks within the instruction day provided as follows:

- (A) The specific plan used by each school shall be agreed upon by the bargaining unit members teaching kindergarten at the site and the site administrator

- (B) The plan does not involve a loss of the bargaining unit members' class instructional minutes more than necessary for the bargaining unit member to utilize bathroom facilities and return to class
 - (C) The plan is approved by the district
 - (D) The plan is consistent with applicable law and the policies of the District Board of Education including those governing kindergarten instructional minutes.
- 14.13.3 Inasmuch as bargaining unit members who teach kindergarten do not participate in minimum days under Section 14.1.1, they shall not be required to attend faculty meetings. The site administrator shall establish other means consistent with the provisions of this Collective Bargaining Agreement for communicating essential information that was part of site faculty meetings to bargaining unit members teaching kindergarten.
- 14.13.4 Minimum Day Compensation
- 14.13.4.1 Bargaining unit members teaching in a "PM" kindergarten under an AM-PM kindergarten arrangement under Section 14.13.7.5 and bargaining unit members who teach in a staggered-day kindergarten under Section 14.13.7.6 will be compensated annually for two (2) minimum days at their per diem rate of pay for the end-of-semester minimum days.
 - 14.13.4.2 Those kindergarten teachers who can be released from the daily one hundred (100) minutes will be released from one hundred (100)-minute instructional responsibilities in order to participate in the end-of-semester minimum days.
- 14.13.5 Kindergarten Parent Conference Procedures
- 14.13.5.1 Kindergarten Teachers of Record who have more than twenty (20) students shall receive additional compensation for ten (10) hours at their per diem rate of pay for parent conferences duties.
 - (A) Kindergarten Teachers of Record who have twenty (20) or fewer students will be ineligible for additional compensation for parent conferences, but they will be released from instructional responsibilities during the scheduled parent conference week.
 - 14.13.5.2 The Kindergarten Teacher of Record may schedule parent conferences during any portion of their normal workday except times in which they have duties involving student contact.
 - 14.13.5.3 Regardless of when parent conferences are held by the bargaining unit member, each kindergarten Teacher of Record will be paid for parent conferences as provided in Subsection 14.13.5 above.

14.13.6 Kindergarten planning is expected to be a collaborative, participatory process involving the site administrator and bargaining unit members teaching kindergarten.

14.13.7 Selection of kindergarten class models

14.13.7.1 After consultation and discussions with bargaining unit members teaching kindergarten and after considering possible solutions and proposals presented by bargaining unit members teaching kindergarten, the school administration will have the final authority with regard to the models to be used at each individual school site for the implementation of kindergarten class size reduction, provided the following criteria are met:

- (A) The model or models must be feasible under the school site's program facilities, scheduling, staffing, program elements, and other constraints.
- (B) A model will not be considered feasible if the use of that model under provisions of this agreement requires that one (1) currently assigned bargaining unit member displace another currently assigned bargaining unit member from that bargaining unit member's grade or track assignment.

14.13.7.2 If a conflict regarding the selection of kindergarten class models at a site is not resolved at the school site, the Association President (or the President's designee) and the District's Assistant Superintendent for Personnel Services (or Assistant Superintendent's designee) will meet with the school administration and the planning committee of the school to discuss and consider the conflict.

14.13.7.3 After each school has identified the model or models which will be used at that individual school site, decisions with regard to the assignment of individual bargaining unit members to a classroom will be governed by the following:

- (A) After feasibility issues in Section 14.13.7.1 have been resolved, assignment to kindergarten classes will be based on bargaining unit member preferences as follows:
 - (1) The bargaining unit member with the most grade level seniority shall be offered the assignment of her or his choice.
 - (2) If two or more bargaining unit members have the same grade level seniority, the assignment shall be offered to the bargaining unit member with the most school site seniority.
 - (3) If two or more bargaining unit members have the same grade level seniority and the same school site seniority, the assignment shall be offered to the bargaining unit member with the most district seniority.

14.13.7.4 The selection of the appropriate models for kindergarten at each individual site will be made annually.

14.13.7.5 AM-PM (Shared Teaching) Kindergarten Model

- (A) In schools using this model, the kindergarten Teacher of Record teaches a class of up to the size specified in Article 15 of this Agreement while a share kindergarten teacher teaches language arts and math to a subgroup of twenty (20) students or less for one hundred (100) minutes. The kindergarten Teacher of Record and a partner kindergarten teacher then reverse their respective roles with the previous kindergarten Teacher of Record becoming the partner kindergarten teacher and the previous share kindergarten teacher becoming the kindergarten Teacher of Record for a second class up to the limits specified in Article 15 of this Agreement.
- (B) Within constraints imposed by student transportation needs, students shall be assigned to the AM-PM kindergarten classes in a way that ensures that all kindergarten classes at that the school are of reasonably equivalent size.
- (C) Team planning under the AM-PM kindergarten model
 - (1) The kindergarten Teacher of Record and kindergarten Partner teacher shall mutually develop a responsibility plan for implementing the language arts and mathematics portions of the kindergarten program.
 - (2) If the kindergarten Teacher of Record and the Partner teacher are unable to come to a consensus on any significant matter, they shall meet with the school administrator who will assist them in developing an acceptable plan.
 - (3) The school administrator shall give primary consideration to the continuity of the kindergarten Teacher of Record's program and classroom plan.
 - (4) If a mutual agreement, acceptable to the site administrators, cannot be reached, the site administrator will have the final authority to resolve the dispute.
 - (5) In the event a problem arises once the plan has been implemented, all parties will meet to resolve the problem.
 - (6) Resolutions of any disputes shall be reduced to writing.
- (D) The kindergarten Teacher of Record and Partner kindergarten teacher working will both be paid for up to an additional one (1) hour per week at

their per diem rate for time actually spent in joint planning for teaching their respective classes.

14.13.7.6 Staggered Day Kindergarten Model

- (A) As described in Section 14.13.7.6(B) below, the staggered day kindergarten model involves only one (1) bargaining unit member as the teacher of record without the support of another bargaining unit member. The staggered day kindergarten provides for a twenty-to-one (20:1) ratio for one hundred (100) minutes for each of two groups of students that together constitute one class of a size that does not exceed the limits set forth in Article 15 of the Agreement.
- (B) The staggered-day kindergarten day has three segments:
 - (1) The kindergarten Teacher of Record teaches an initial student group (the “early group”) of no more than twenty (20) students for one hundred (100) minutes of instructional time. This period of time must be devoted exclusively to instruction in language arts and mathematics.
 - (2) A second student group (the “late group”) of no more than twenty (20) students joins the initial student group. The kindergarten Teacher of Record teaches both groups together for one hundred (100) minutes.
 - (3) The early group is then dismissed, and the kindergarten Teacher of Record teaches the late group for one hundred (100) minutes of instructional time. This period of time must be devoted exclusively to instruction in language arts and mathematics.
- (C) Within constraints imposed by student transportation needs, students shall be assigned to staggered-day kindergarten classes at the school in a manner that ensures that all kindergarten classes and the early and late groups within the staggered-day kindergarten classes are of reasonably equivalent size.

14.13.7.7 If an individual school site develops a viable kindergarten model that is not contained in this agreement, the school will be given the opportunity to jointly consult with the Association President and Assistant Superintendent of Human Resources.

- (A) If a model receives district approval, compensation of bargaining unit members under that model will be proportionate based on the model contained in this agreement (using any average increase in required student contact minutes as the basis for increased compensation), and
- (B) The Association President will have the power to agree to a compensation plan on behalf of the Association.

- 14.14 Workdays of bargaining unit members not specifically addressed in the foregoing Agreement provisions.
- 14.14.1 The Association and District acknowledge that the work year and workday provisions of Article 14 above do not specifically or adequately address the needs and requirements of certain groups of bargaining unit members. These include, but are not limited to, the following:
- 14.14.1.1 Bargaining unit members teaching early childhood and preschool students
- 14.14.1.2 Bargaining unit members providing nursing, counseling, library, adaptive physical education, visual and hearing impaired, RSP, Special Day Class (SDC) and special education services to students in the district.
- 14.14.1.3 Bargaining unit members providing special support to students and the classroom including Reading First and Title I coaches.
- 14.14.2 The Association and District agree as follows:
- 14.14.2.1 The provisions of Article 14 above shall be reasonably interpreted as necessary to provide guidance and protection in the work year and workday of the bargaining unit members specified in 14.14.1 by implication if not by specific mention in the Article.
- 14.14.2.2 The bargaining unit members specified in 14.14.1 shall not be subject to work year or workday requirements more stringent or severe than other bargaining unit members who are specifically addressed in Article 14.
- 14.14.3 The Association and District further agree that they shall engage in discussion and negotiations aimed at developing provisions in Article 14 that address the specific needs of bargaining unit members specified in 14.14.1.
- 14.14.3.1 It is the intent and goal of the Association and the District that these discussions and negotiations shall result in provisions addressing the needs of bargaining unit members specified in 14.14.1 by the end of the 2009-2010 school year.
- 14.15 Definitions: In interpreting the provisions of this article, the following definitions of words and terms shall apply:
- 14.15.1 "Adjunct duties" shall mean those duties performed before the beginning or after the end of the school day.
- 14.15.2 "GSA" shall mean Grade Span Adjustment.
- 14.15.3 SLP: "SLP" shall mean Speech Language Pathologist and indicates bargaining unit members who offer services to students with language, speech and hearing difficulties.

- 14.15.4 RSP: "RSP" shall mean Resource Specialist Program and indicates bargaining unit members who provide education services to students within a small group setting who have been identified as having special learning needs.
- 14.15.5 SDC: "SDC" shall mean Special Day Class and indicates bargaining unit members who teach students with moderate learning disabilities.
- 14.15.6 Secondary schools: Unless indicated otherwise, "secondary schools" shall mean middle schools, high schools and continuation schools.

ARTICLE 15

CLASS SIZE/CASELOAD

15.1 Maintaining manageable class sizes within the District is an essential component of providing the district’s students with a quality education. The purpose of this article is to establish a means for determining the number of bargaining unit members assigned to school sites and the sizes of classes taught, and related services provided by the Association’s bargaining unit members.

15.2 The following are the District’s staffing ratios:

Grade	Ratio	Notes
TK, K – 5	29:1	
6 – 8	29:1	
9 – 12	27:1	
Continuation High Schools	22:1	80% of enrollment

15.2.1 Staffing ratios are the basis for determining the minimum number of teachers assigned to school sites.

15.2.2 The minimum number of teachers assigned to each site will be based on estimated enrollment figures as determined by the District. Commencing with school year 2019-2020, the TK-3 Grade Span Adjustment shall be 25/28.

15.2.3 The District may exceed the staffing ratios established in this Article when the revenue from the State is reduced or other financial constraint makes the retention of these guidelines impossible.

15.3 The following classroom pupil-teacher ratios are guidelines for establishing student class sizes at school sites:

Class Size			
	Target Ratios	Maximum 5 Period Load	Notes
Elementary			
TK/K (GSA)	25/28:1	N/A	
1-3 (GSA)	25/28:1	N/A	
Grades 4 – 6	32:1	N/A	
4/5 Prep	32:1	N/A	Except during state testing periods
Special Day Class (Elementary)	15:1		
Secondary			
Basic/Advanced, ELD, SEI, Sheltered	30:1	175	<ul style="list-style-type: none"> The consequence for exceeding the target ratio or maximum class load in secondary academic classes is set forth in Section 15.3.1.1
Academic	35:1	175	<ul style="list-style-type: none"> The consequence for exceeding the target ratio or maximum class load in secondary academic classes is set forth in Section 15.3.1.1
Special Day Class/RSP (Middle and High School)	15:1 (5 period day)	75	<ul style="list-style-type: none"> The consequence for exceeding the target ratio or maximum class load in 5-period secondary RSP or SDC classes is set forth in Section 15.3.1.1
	18:1 (4 period day)	72	<ul style="list-style-type: none"> The consequence for exceeding the maximum class load in 4-period secondary RSP or SDC classes is set forth in Section 15.3.2
Continuation High School	26:1	110	<ul style="list-style-type: none"> All regular classes with the exception of Physical Education Continuation high school pupil-teacher ratio shall follow the requirements of the California Education Code small school staffing formula. The consequences for exceeding the target ratio or maximum class load in Continuation High School classes is set forth in Section 15.3.2
Digital/Online Courses (gen ed courses only)	40:1		<ul style="list-style-type: none"> May not exceed statutory and/or facilities/equipment requirements. Curriculum such as, but not limited to APEX, Cyber High, A+/CBI
High School Counselor	N/A	N/A	6 counselors assigned per site
Middle School and Continuation High School Counselor	N/A	N/A	2 counselors assigned per site
Elementary School Counselor	N/A	N/A	0.5 counselor assigned per site

15.3.1 When the class size exceeds the target ratio in elementary classes on the 20th day of school during the first semester, the remedy shall be additional financial compensation to the bargaining unit member based upon the member's prorated per diem basis until the class no longer exceeds the target ratio listed in 15.3.

15.3.1.1 For days 1-20 of student attendance during the first semester, the number of students in excess of the target ratio on day 20 shall be determined. All days with class sizes in excess of the target ratio are eligible for compensation per student up to the number of students in excess on the 20th day.

15.3.1.2 Beginning the 21st day of student attendance during the first semester, the remedy shall be based upon a per-student basis.

15.3.2 When the class size exceeds the target ratio in secondary classes on the 20th day of school during the first semester and five (5) school days in the second semester, the remedy shall be additional financial compensation to the bargaining unit member on a prorated per diem basis based on a one-sixth (1/6) additional period assignment until the class no longer exceeds the target ratio as listed in 15.3.

15.3.2.1 For days 1-20 of student attendance during the first semester, the number of students in excess of the target ratio on day 20 shall be determined. All days with class sizes in excess of the target ratio are eligible for compensation per student up to the number of students in excess on the 20th day.

15.3.2.2 Beginning the 21st day of student attendance during the first semester or after the fifth (5th) day of student attendance during the second semester, the remedy shall be based upon a per-student basis.

15.3.2.3 When an RSP or Special Day Class at a secondary site is organized on a four (4)-hour per-day format and where the enrollment exceeds the maximum teacher load, the remedy shall be financial compensation to the bargaining unit member on a prorated per diem basis based on a one-fifth (1/5) additional period assignment until the maximum teacher load is reduced below the respective maximum. Should a secondary site be unable to create a four (4)-hour per-day format, the Site Administrator shall provide rationale to the Association upon request.

When one period is a preparation period and the other period is designated for testing, writing of IEPs, and collaboration, testing and writing of IEPs may include students outside of the caseload. For the purpose of testing and writing IEPs, class size may rise above the Target Ratio without compensation. Assignment of these duties shall be equitably distributed.

15.3.3 "Academic" secondary classes shall include all secondary classes other than those listed in Section 15.3.3.

- 15.3.4 Class size for non-academic secondary classrooms including, but not limited to, art, music, shop, speech, business, home economics, and physical education shall comply with the physical facilities, supplies, and equipment.
- 15.3.5 Each school shall attempt to equalize the student group compositions within classrooms.
- 15.4 Basic caseloads for the following special education teachers and specialists shall be:
 - 15.4.1 Resource Specialist (RSP): 28 students
 - 15.4.2 RSP (extend year assignments): 31 students
 - 15.4.3 Special Day Class (SDC) – Secondary: 18 students
 - 15.4.4 Special Day Class (SDC) - Elementary: 15 students
 - 15.4.5 Language Speech and Hearing (LSH): 55 students
 - 15.4.6 Visually Impaired (VI): 35 students
 - 15.4.7 LSH (extended year assignments): 60 students
 - 15.4.8 Orientation and Mobility (O & M): 20 students
 - 15.4.9 Orthopedically Impaired (OI): 30 students
 - 15.4.10 Deaf and Hard of Hearing (DHH): 35 students
- 15.5 The District and Association agree to the following regarding bargaining unit member duties related to “excess caseloads” and the “determination of services” for the services listed in Section 15.4 above.
 - 15.5.1 For each student serviced in excess of the caseload set forth in Section 15.4 above, the bargaining unit member providing the service shall be compensated for one hour per week at a rate equal to the bargaining unit member’s hourly per diem rate.
 - 15.5.1.1 Services subject to compensation shall include assessment duties in connection with the development or update of Individual Education Plans (IEPs) and related meetings.
 - 15.5.1.2 Excess caseload refers to only the special education students in excess of basic caseload who have current or outdated IEPs that still require special education services. Students without an IEP shall not be counted as part of the excess caseload.
 - 15.5.1.3 The state register shall be used to document the existence of excess caseload.
 - 15.5.2 Specialists/teachers who accept a “Determination of Services” assignment shall be paid at their per diem hourly rate.
 - 15.5.2.1 “Determination of Services” means services provided by bargaining unit members listed in Section 15.4 above to students without IEPs at sites where, due

to a vacancy, leave of absence, or other long-term absence, there is no bargaining unit member qualified and available to provide the services.

15.5.2.2 "Determination of services" shall include, but not be limited to, initial assessments, reports, observations, Student Study/Intervention Team meetings, and Special Education Review Team meetings for non-identified students.

15.5.3 For elementary RSP and SDC only, a week will be defined as five (5) consecutive days, Monday through Friday, during which the student receives services on at least three (3) days.

15.5.3.1 The state register will be used to document this service.

15.5.4 Acceptance of additional compensation and duties under Section 15.5 shall be voluntary on the part of the bargaining unit member.

15.5.4.1 When an excess caseload exists, and the District does not immediately provide an additional specialist or teacher to serve the excess caseload student(s), the specialists or teachers at the affected site may volunteer to service the excess caseload student(s) and be compensated as described in Section 15.5.1.

15.5.4.2 If no bargaining unit member at the affected site volunteers to service the above referenced students, the District shall provide an additional specialist/teacher to service the excess caseload student(s).

15.5.5 Specialists/teachers who service excess caseload students shall receive additional aide time, if available, at a rate of one (1) hour per five (5) excess caseload students.

15.5.6 Compensation for assessment or meetings in connection with Student Study Team referrals is specifically excluded from this agreement with the exception of "Determination of Services" assignments.

15.6 Upon the request of the Association President, the District will provide the Association President with the most current and accurate information available about the number of students at a school site, grade level, or class.

15.6.1 The Association and the District will jointly establish a Class Size Committee to monitor instances of excess class size at individual schools.

15.6.1.1 Committee membership will include:

- (A) The Association President or designee
- (B) One representative of the Association as designated by the Association President
- (C) The Deputy Superintendent, School Support, or designee
- (D) The Associate Superintendent of Human Resources or designee

(E) When individual site overloads are discussed, the site Principal or designee and Association building representative of the site shall be members of the committee.

15.6.1.2 The duties of the committee include the following:

(A) Review of efforts made by the District to maintain class sizes or caseloads target ratios.

(B) Review of specific site overloads created when a class is in violation of the guidelines established in sections 15.2 and 15.3.

(1) The review of site overloads shall include:

- An analysis of the reasons for cases of excess class size limits
- The alternatives available to alleviate the situation

(C) Recommend specific actions the Superintendent can take to address each site overload.

15.6.1.3 The committee shall meet upon the request of either the District Superintendent or President of the Association.

15.6.2 The District and the Association shall also establish a committee to monitor class size in secondary physical education classes.

15.6.2.1 The Association will appoint bargaining unit member(s) to serve on this committee.

15.6.2.2 The committee will meet when requested by the District or Association.

ARTICLE 16

SAFETY CONDITIONS

16.1 The District shall provide a place of employment which is as safe as the nature of employment and assigned duties reasonably permit. Bargaining unit members shall not be required to perform duties under unsafe working conditions.

16.1.1 As used in this Article, "employment" shall include assigned duties and activities approved by the administration which involves student activity.

16.2 DISTRICT SAFETY AND HEALTH COMMITTEE

The Association shall have the right to appoint up to three (3) representatives to the District Safety and Health Committee. Agendas of the committee may be structured by the committee.

Any guidelines recommended by this committee shall be consistent with Federal, State, and local laws as well as the terms and conditions of this Agreement.

16.3 SAFETY AGENCY REPORTS

16.3.1 The District shall, upon receipt of a recognized agency inspection or other alleged violation, deliver a copy of said correspondence to the District Safety and Health Committee for consideration within three (3) working days.

16.4 STUDENT BEHAVIOR

Bargaining unit members may use reasonable force under circumstances which require that they defend themselves or students against an assault; provided, however, that such force does not exceed that which is needed to repel or protect from bodily injury and provided further that the bargaining unit member report any such incident to the immediate supervisor within a twenty-four (24) hour period. The above provision shall not be read as a requirement that bargaining unit members must place themselves in danger of serious injury in order to protect another employee or students from an assault.

16.5 Upon the determination of bargaining unit members at any site and agreement of the site administrator, a student behavior committee shall be formed.

16.6 The District shall provide non-confidential information on students' background to bargaining unit members, as appropriate, upon the request of the bargaining unit member and shall provide access to student records to bargaining unit members with legitimate professional interest. Such access shall be in compliance with District policies.

16.7 Pursuant to Section 49079 of the Education Code,

(A) The District shall make a good faith effort to inform the bargaining unit member of every student assigned to them who has caused, or who has attempted to cause, serious bodily injury or injury, as defined in paragraphs (5) and (6) of subdivision (E) of Section 243 of the Penal Code, to another person. The District shall provide the information to the bargaining

unit member based on any written records that the District maintains or receives from a law enforcement agency regarding a student described in this section.

- (B) The information provided shall be from the previous three (3) school years.
- (C) Any information received by a bargaining unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the bargaining unit member.

16.8 A bargaining unit member may suspend for good cause, as defined in District policy and Education Code Section 48900 any pupil from their class/class period. The suspension may be for the current day and the day following as outlined in Education Code Section 48910. See Appendix J Discipline Guidelines.

- (A) The bargaining unit member shall immediately report the suspension to the principal of the school and send the pupil to the principal or designee for appropriate action.
- (B) Within the term of suspension, the bargaining unit member shall invite the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.
- (C) A school administrator or designee shall attend the conference if the bargaining unit member or the parent or guardian so requests.
- (D) The pupil shall not be returned to the class from which they were suspended, during the term of suspension, without the agreement of the suspending bargaining unit member and the principal.
- (F) The pupil shall not be sent to another classroom during the term of the suspension without the agreement of the receiving bargaining unit member and the principal.

16.9 HOME VISITS

No bargaining unit member shall be required to enter the home of a parent/guardian or to otherwise meet with a parent/guardian at an off-campus location when the meeting may be a danger to the safety of the bargaining unit member. A bargaining unit member may determine that a meeting with a parent/guardian may result in a detriment to the student's instructional program. In either instance, the bargaining unit member shall report the circumstances to the immediate supervisor, who shall authorize an alternate parent/guardian contact method, provide for a parent/guardian meeting, or relieve the bargaining unit member of the obligation to meet with the parent/guardian.

16.10 ORIENTATION MATERIAL

As a part of the annual District orientation, a copy of any Board policies or administrative procedures then in effect regarding student discipline, corporal punishment, and suspensions shall be furnished to each new bargaining unit member. This information shall also be furnished to each bargaining unit member upon implementation of this Agreement and shall be updated as changes occur. Student discipline shall be in accordance with District policy.

16.11 DISTRICT RESPONSIBILITIES

Upon request of a bargaining unit member, the District shall provide for the defense of any criminal charges, tort, or other civil actions or proceedings brought against the bargaining unit member, in their official or individual capacity or both, due to an act or omission in the scope of their employment as an employee of the District.

The District may refuse to provide for the defense of an action or proceeding brought against a bargaining unit member if the District determines that:

- (A) The act or omission was not within the scope of the bargaining unit member's employment or
- (B) The bargaining unit member acted or failed to act because of actual fraud, corruption, or malice.
- (C) The District shall pay the bargaining unit member's deductible to a maximum of five hundred dollars (\$500) for damages resulting from vandalism or accidents on district property where the bargaining unit member is not at fault.

16.12 It is recognized that the presence of a site administrator while students are present on campus is an important component of school safety. The District will make reasonable efforts to ensure administrative coverage.

When the use of a non-management administrative designee is scheduled for fifty percent (50%) or more of the student instructional day, the administrative designee will be offered substitute coverage for their basic assignment.

16.13 School sites will work with their staff, annually, to analyze the safety conditions at duty stations at each site, and each Principal shall issue a written report to the Superintendent within sixty (60) days after the beginning of the school year to indicate steps taken by the site to correct any safety concerns. The Safety and Risk Management Office will review each plan to identify extraordinary circumstances which will be referred to the Superintendent for additional consideration.

16.14 TUBERCULOSIS EXAM

Employees shall be required to provide evidence of examination of tuberculosis every four (4) years as required by Education Code 49406.

When a bargaining unit member is required by the District to undergo a tuberculosis examination, said examination shall be at the District's expense.

ARTICLE 17

GRIEVANCE PROCEDURE

17.1 DEFINITIONS

17.1.1 Individual Grievance – An individual grievance is a formal written allegation by the Association or a bargaining unit member that the bargaining unit member has been adversely affected by an alleged violation, misinterpretation or misapplication of this Agreement.

17.1.2 Class Grievance – A class grievance is a formal written allegation signed by more than one (1) bargaining unit member who has been personally and adversely affected by an alleged violation, misinterpretation or misapplication of this Agreement.

(A) Though all grievants included must be identified as a class, the grievance process may be carried out by one (1) grievant on behalf of the whole group.

(B) When a class grievance is declared by the Association, the resolution (relief sought) shall be applicable to all affected bargaining unit members.

17.1.3 Days – Days shall mean working days during which the bargaining unit member is required to be in attendance.

17.2 PROCEDURE

17.2.1 This procedure must be initiated within twenty (20) days following the act or occurrence upon which the alleged grievance is based or within twenty (20) days of the date the bargaining unit members should reasonably have known of the act or occurrence. By written mutual agreement of the district and the association, the grievance may proceed without interruption during summer recess and other periods of time when the grievant is not required to be in attendance.

17.2.2 Informal Level – Before filing a written grievance, the grievant shall attempt to resolve the matter by an informal conference with the administrator whose action or inaction constituted the violation, misinterpretation or misapplication of this agreement as alleged by the grievant.

17.2.3 Step 1 – If the matter is not resolved at the informal conference, the grievant may, within five (5) days following the informal conference, present their grievance in writing to the administrator with immediate administrative responsibility for the position to which the bargaining unit member is assigned. The administrator will answer the grievance in writing within fifteen (15) working days after receipt of the grievance form.

17.2.4 Step 2 – In the event the grievance has not been satisfactorily settled at Step 1, the grievant may appeal the decision on the form provided by the District to the Superintendent, or designee, within five (5) working days after receiving the response in Step 1.

(A) The Superintendent, or designee, will attempt, within five (5) working days; but no later than ten (10) working days after receipt of the grievance form, to communicate their decision in writing. In the event that the Superintendent, or designee, or the

grievant requests a conference, the five (5) or ten (10) day period will run from the completion of the conference.

- (B) If the grievance is resolved, or if the grievant does not wish to take further steps, the case is closed.

17.2.5 Step 3 – In the event the grievance has not been satisfactorily settled at Step 2, the bargaining unit member may do one of the following.

- (A) The grievant may appeal the decision to the Board of Education within ten (10) working days after receiving the response in Step 2.

- (1) The Board shall consider the grievance and render a decision within ten (10) working days after its first regular meeting following official receipt of the grievance.

- (2) Upon request by the grievant, the Board will conduct an informal hearing in closed executive session. If no request is made, the Board will render a decision based upon a review of written documents developed in Steps 1 and 2 of the Grievance Procedure.

- (3) Grievances may be considered by the Board of Education, as a whole, or by a committee of the Board, as determined by the Board.

- (B) As an alternative to Step 3, the Association, within ten (10) days after receiving the response to Step 2, may submit the grievance to mediation.

- (1) Within ten (10) days after submitting the request for mediation, the Association shall submit a written request to the California State Conciliation Service for the immediate appointment of a mediator.

- (2) As soon as practicable, the mediator will meet the grievant, association and district for the purpose of resolving the grievance.

- (3) Mediation shall be limited to one (1) day unless the parties agree to extend mediation beyond one (1) day.

- (4) The function of the mediator shall be to assist the parties to achieve a mutually agreeable resolution of the conflict, dispute or disagreements from which the grievance arose.

- (a) If a satisfactory resolution of the grievance is achieved through mediation, the parties to the grievance shall sign a written statement setting forth the parties' agreement and waiving rights to any further appeal.

- (b) If no satisfactory resolution of the grievance is reached through mediation, the association may submit the grievance to arbitration pursuant to Section 17.2.6.

- (5) No agreement reached pursuant to Section 17.2.5 B shall be a precedent for any other grievance under this Collective Bargaining Agreement.

(6) The cost of mediation shall be borne equally by the district and the association.

17.2.6 Step 4 – If the grievant is not satisfied with the disposition of the grievance at Step 3, or if no written decision has been rendered within the applicable time limits, the Association may, within ten (10) working days after a written decision is rendered or should have been rendered, by written notice to the Superintendent, elect to submit the grievance to arbitration.

In the event the parties are unable to mutually agree upon an arbitrator, they shall request that the California State Conciliation Service submit the names of a panel of seven (7) arbitrators to both parties. Upon receipt of the list of names, the parties shall alternately delete an arbitrator's name from the list until only one (1) arbitrator's name remains. The arbitrator whose name remains shall be the arbitrator for the grievance under consideration.

(A) In the event the parties are unable to mutually agree upon an arbitrator, they shall request that the California State Conciliation Service submit the names of a panel of seven (7) arbitrators to both parties. Upon receipt of the list of names, the parties shall alternately delete an arbitrator's name from the list until only one (1) arbitrator's name remains. The arbitrator whose name remains shall be the arbitrator for the grievance under consideration.

(B) The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, conclusions and decisions.

(C) The arbitrator's authority shall be limited to deciding the issue submitted by the parties, and shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of this Agreement.

(1) Should the arbitrator determine that time limits were exceeded, the arbitrator shall not have the authority to hear the grievance(s) without mutual agreement of the parties.

(2) The decision of the arbitrator shall be final and binding upon the parties.

(D) All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, transcript and the cost of any hearing room, will be borne equally by the District and Association. All other costs will be borne by the party incurring them.

17.3 MISCELLANEOUS

17.3.1 A bargaining unit member may be self-represented at all stages except Step 4 (Section 17.2.6) of the grievance procedure, or, at the bargaining unit member's option by a representative selected by the Association.

17.3.2 If the bargaining unit member is not represented by the Association, the District shall not agree to a resolution of the grievance until the Association has received a copy of the

grievance and the proposed resolution and has been given the opportunity to file a response.

- 17.3.3 Decisions rendered at Steps 1 and 2 of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the President of the Association. Time limits for appeal provided in each step shall begin the day following receipt of written decision by parties in interest.
- 17.3.4 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, the representative will, upon notice the representative's Principal or immediate supervisor by the President of the Association, be granted release time without loss of pay in order to permit participation in such meetings or hearings. Witnesses will be accorded the same right.
- 17.3.5 All documents, communications, and records dealing with the processing of grievance will be filed in a separate grievance file. Site grievance files will not be retained for nor transferred to successor site administrators, except that nothing contained in this provision shall prohibit any administrator from retaining in their possession any document of which the administrator is the maker.
- 17.3.6 Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent, or designee, and the Association so as to facilitate operation of the Grievance Procedure. The costs of preparing such forms shall be borne by the District.
- 17.3.7 For the protection of the bargaining unit member and the District, all grievance proceedings shall be kept confidential, as may be appropriate, at all levels of the procedure.
- 17.3.8 The time limits specified in these procedures may be reduced or extended in any specific instance by a written agreement of the parties involved.
- 17.3.9 Failure by the grievant to meet time limits specified herein shall constitute a waiver of the grievance.
- 17.3.10 If a grievance arises from the action of an authority above the Principal level, the bargaining unit member may present their grievance at the appropriate step.
- 17.3.11 If any step of the grievance procedure is not followed by the administrator handling it, the grievance automatically proceeds to the next step.
- 17.3.12 The District shall not impose or threaten to impose reprisals on bargaining unit members because of their participation in a grievance proceeding.

ARTICLE 18

MILEAGE REIMBURSEMENT

18.1 Bargaining unit members who are assigned to more than one (1) school per day shall, upon request, be reimbursed for all assigned travel at the current IRS business rate for mileage between the first assigned location at the beginning of the workday and the last assigned location at the end of the workday; provided, however, that the bargaining unit member has received prior written approval for such travel and provided further that such mileage does not exceed the District's mileage charts. Such reimbursed schedule shall be adjusted annually on or about July 1.

18.2 Bargaining unit members who are required to use their personal automobiles for District business shall be reimbursed, upon request, for required travel subject to the following condition:

The bargaining unit member must have received prior written approval from the site administrator, or designee, for any such travel.

ARTICLE 19

JUST CAUSE

- 19.1 No bargaining unit member shall be warned, reprimanded, disciplined, reduced in rank or suspended, with or without pay, without just cause and the utilization by the District of progressive correction and discipline.
- 19.2 All information or proceedings regarding any actual or proposed actions pursuant to this Article shall be kept confidential by management.
- 19.3 An Appraisal of Applicable Employment Standards and consequences for non-compliance shall be provided to unit members prior to any progressive disciplinary action.
- 19.3.1 The Site Administrator and unit member shall meet to discuss the Appraisal of Applicable Employment Standards and consequences for non-compliance. A written conference summary of this meeting providing clarity of Expectations shall be provided to the unit member within five (5) workdays after the meeting.
- 19.4 The progressive discipline and correction process shall include, but not be limited to the following:
- 19.4.1 After receiving an Appraisal of Applicable Employment Standards and consequences for non-compliance, a verbal warning specifically addressing the unit member's failure to meet the employment standards and consequences for repeated non-compliance may be issued. A written conference summary of this meeting shall be provided to the unit member within five (5) workdays after the meeting.
- 19.4.2 After receiving a Verbal Warning, a Written Warning may be issued to a unit member for repeated non-compliance with the verbal warning issued for a similar action within the past two (2) years.
- 19.4.3 After receiving a Written Warning, a Written Reprimand may be issued to a unit member who has received one (1) written warning about similar actions or infractions.
- 19.4.4 All progressive discipline shall be based on evidence or proof that demonstrates the action is more likely to have occurred than not.
- 19.4.5 In all cases where a bargaining unit member's job performance is at issue, the District shall provide a real and continuing program of positive assistance to the bargaining unit member to overcome the alleged deficiencies. Such positive assistance shall include, but not be limited to, in-service training, demonstration teaching and classroom visitations normally on District time at District expense.
- 19.4.6 At all written stages of the procedure, the bargaining unit member shall be notified in writing of their right to appeal the decision to Article 17, Grievance Procedure.
- 19.4.7 PLACEMENT OF DOCUMENTATION

- (A) Documents generated from Appraisal of Standards and Consequences shall be placed in the Administrator's site file and are not to be placed in the bargaining unit member's District personnel file.
- (B) Documents generated from a Verbal Warning shall be placed in the Administrator's site file and are not to be placed in the bargaining unit member's District personnel file.
- (C) Documents generated from a Written Warning may, at the Administrator's sole discretion, be placed in the bargaining unit member's District personnel file.
- (D) Documents generated from a Written Reprimand shall be placed in the bargaining unit member's District personnel file.

- 19.5 Nothing in this Article shall be construed to limit or in any way impair the rights of a bargaining unit member or the District under the Education Code including Section 44944 governing suspension and dismissals. No bargaining unit member shall be suspended more than five (5) working days during a single school year. No suspension shall occur prior to application of the progressive discipline and correction procedure set forth in paragraphs 19.3 and 19.4 above, except as provided in paragraph 19.7 herein. No suspension shall occur except after specific action of the Superintendent, or designee. Suspensions shall not be deemed appropriate in cases of purely incompetent job performance.
- 19.6 The Association shall be afforded the right to represent the bargaining unit member pursuant to the miscellaneous provisions of Article 17, Grievance Procedure. The bargaining unit member shall be notified by the District of their right to representation.
- 19.7 In cases of serious, intentional, negligent or indifferent conduct that displays a willful or deliberate violation of District policies or other significant and established employment standards of behavior or results in an imminent and serious risk to health or safety, the foregoing remedial steps need not be taken. The District may give a bargaining unit member a Written Reprimand or other disciplinary action per statute.
- 19.8 The parties to this Agreement recognize that emergency situations can occur involving a clear, present, and serious danger to the health and welfare of students and employees under which the Education Code authorizes the use of emergency suspension. An emergency suspension or letter of reprimand shall be handled by the District as a priority item. In cases of emergency suspension, the District shall serve notice and statement of charges upon the employee, who shall be entitled to respond to the charges supporting the emergency suspension.
- 19.9 A disciplinary action may be settled at any time following the service of notice of discipline. The terms of the settle shall be reduced to writing. A bargaining unit member offered such a settlement shall be granted a reasonable opportunity to have their representative review the settlement before approving the settlement in writing.
- 19.10 The parties recognize that procedures related to dismissal are presently governed exclusively by the provisions of the Education Code.

ARTICLE 20

PEER ASSISTANCE AND REVIEW

- 20.1 The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.
- 20.2 JOINT COMMITTEE
- 20.2.1 The Joint Committee shall consist of five (5) members, the majority of whom shall be certificated classroom teachers chosen by the Association. The District shall appoint two (2) administrators to the Joint Committee. The Joint Committee will take action either by consensus or majority vote (majority shall be defined as a minimum of four (4) affirmative votes.) The District and the Association shall each appoint one (1) alternate to serve in the event of an absence of a regularly appointed member. The quorum for any action by the Joint Committee shall be defined as three (3) Association representatives and two (2) Administrative representatives present. It is agreed by the parties that a second alternate may be appointed by each side to attend meetings in the absence of the regular members or alternates.
- 20.2.2 The Joint Committee shall establish its own meeting schedule. To meet, a minimum of three certificated classroom teachers and two (2) administrator representatives shall be present. Such meeting shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings without loss of pay or benefits. If in carrying out their responsibilities as members of the Joint Committee, it is necessary to work beyond their regular workday, Joint Committee members shall be compensated at the bargaining unit member's pro rata hourly rate of pay.
- 20.2.3 The Staff Development/Teacher Support Department and the Joint Committee shall be responsible for:
- (A) Providing annual training for the Joint Committee members;
 - (B) Establishing its own Rules and Procedures, including the method for selection of the Chairperson who shall be selected from teacher representatives. All members of the Committee shall participate in all votes.
 - (C) Establishing a procedure for application as a Consulting Teacher pursuant to this article;

- (D) Selecting, evaluating, and having the authority to replace members of the Panel of Consulting Teachers;
- (E) Selecting trainers and/or training providers for Consulting Teachers and Joint Committee Members subject to the approval of the governing board;
- (F) Providing training for Consulting Teachers prior to their participation in the program. Training for Consulting Teachers should include, but not be limited to: the PAR program, peer coaching, due process, adult learning theory and role responsibilities including the concept of duty of fair representation.
- (G) Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher, and the site principal;
- (H) Consulting with Participating Teachers to approve assignments of and/or reassignments of Consulting Teachers;
- (I) Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures shall be consistent with the provisions of the Agreement and, to the extent there is an inconsistency, the agreement will prevail;
- (J) Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all administrators, and participating teachers as well as a copy to be posted at all school/sites.
- (K) Determining the number and configuration of Consulting Teachers for each school based on participation in the comprehensive PAR program, the approved budget, and other relevant considerations;
- (L) Reviewing the final report prepared by the Consulting Teacher and forwarding the names of the Referred Teachers, who after sustained assistance are not able to demonstrate satisfactory performance to the governing board;
- (M) Evaluating annually the impact of the PAR program in order to improve the program;
- (N) Developing and implementing a plan to stagger the initial terms of Consulting Teachers so that no more than a majority of Consulting Teachers' terms will expire in any year;
- (O) Ensuring that no member shall participate in discussing and voting on any matter in which they have a professional or personal conflict of interest. If necessary, to prevent a violation of this section, the Association or District shall have the power to appoint an alternate for their member to the panel;
- (P) Accepting or rejecting referrals from volunteers;

20.3 All proceedings and materials related to evaluations, reports and other personnel matters shall be deemed personnel records and shall remain confidential except as necessary to administer this Article, subject to the following exceptions:

20.3.1 In response to subpoenas or orders of the court;

- 20.3.2 Except for voluntary participants the final report may be used by the District in any employment action based upon instructional performance.
- 20.3.3 Joint Committee members and Consulting Teachers may disclose information only as necessary to administer this Article.
- 20.4 The District shall hold harmless the members of the PAR panel and the Consulting Teacher for any liability arising out of their participation in this program.
- 20.5 The Peer Assistance Review Program shall not deal with teacher employment issues arising from allegations of neglect of duty, misconduct or matters resulting solely from attendance issues, which are distinct from teacher evaluations pursuant to Article 9 of the Collective Bargaining Agreement.
- 20.6 PARTICIPATING TEACHERS (PT)
- 20.6.1 A Referred Participating Teacher is a teacher with permanent status who is referred for assistance to the PAR Program in order to improve their instruction skills, classroom management, knowledge of subject, and/or related aspects of their teaching performance as a result of an overall unsatisfactory final evaluation and an administrative recommendation to PAR. Such recommendation shall not be solely based on a teacher's attendance record.
- 20.6.2 A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer PT may terminate their participation in the PAR Program at any time. Provided, however, that a Volunteer Participating Teacher may be referred to the PAR Program as a result of an unsatisfactory performance evaluation (when such referral occurs the volunteer's status shall be converted to that of Referred Participating Teacher). Inclusion of voluntary participant's documents shall be at the discretion of the participant.
- 20.7 A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the PAR process when agreed to by the Participating Teacher and the Joint Committee or when necessitated by expiration of a Consulting Teacher's term or resignation/removal from the program of a Consulting Teacher.
- 20.7.1 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and, without the written consent of the Volunteer, shall not be shared with others including the site principal, the evaluator or the Joint Committee.
- 20.7.2 The Participating Teacher has the right to due process (as defined by law or this Article) and to be represented throughout these procedures by the Association.
- 20.7.3 The term of this assistance shall normally be for one (1) year with an option for an extension of a second year, if the Joint Committee concludes that significant progress is being made by the Referred to Participating Teacher.

20.8 CONSULTING TEACHERS (CT)

- 20.8.1 A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
- 20.8.2 Be a fully credentialed Association member who is a classroom teacher with permanent status and at least five (5) years overall successful classroom teaching service in FUSD. In the event that there are not enough Consulting Teachers meeting the above criteria, voluntary participants and non-permanent participants may be assigned Consulting Teachers with a minimum of 3 years of the above qualifications.
- (A) Have substantial recent classroom experience with direct involvement in student instruction for at least the last three consecutive years.
 - (B) Shall demonstrate 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 needs of pupils in different contexts. Consulting Teachers shall have no unsatisfactory ratings on their last evaluation.
- 20.8.3 In addition the Joint Committee shall consider evidence of skill in working cooperatively and effectively with other professional staff members in the decision to appoint Consulting Teachers.
- 20.8.4 In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of their expertise, as follows:
- (A) A reference from an administrator who has worked with the employee.
 - (B) A reference from an elected Association representative;
 - (C) A reference from another classroom teacher.
- 20.8.5 All applications, deliberations and references will be treated with confidentiality as pre-employment/promotional records.
- 20.8.6 Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations, (in person or by videotape) and a personal interview.
- 20.8.7 The term of the Consulting Teacher shall normally be three (3) years (see Item I-C-14). A teacher may not serve in the position for more than two (2) three (3)-year consecutive terms. Functions performed pursuant to this Article by bargaining unit member shall not constitute either management or supervisory functions. The Consulting Teacher and Association appointed Joint Committee members shall maintain all rights as bargaining unit members. In cases where a Consulting Teacher later takes an administrative position that includes evaluating a former Participating Teacher, the Participating Teacher shall have the option of requesting an alternate evaluator for the next evaluation cycle.

- 20.9 The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program; to establish mutually agreed upon performance goals; to develop the assistance plan; and to develop a process for determining successful completion of the PAR Program, based on areas of deficiency, as noted in the Referred Participating Teacher's performance evaluation.
- 20.9.1 The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction and shall conduct both pre-observation and post-observation conferences. Such conferences shall occur within ten (10) days of the observation and shall be followed by a written report within ten (10) days of the conference.
- 20.9.2 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and provide periodic written reports to the Referred Participating Teacher and the Joint Committee for discussion and review.
- 20.9.3 The Consulting Teachers and Referred Participant's supervisor shall maintain ongoing communication with respect to the process of Peer Assistance and Review.
- 20.9.4 The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until the Joint Committee concludes that the teaching performance of the Participating Teacher is satisfactory or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and be discussed with the Referred Participating Teacher to receive their input before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that they have received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to all copies of the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee and to be represented at this meeting by an Association Representative. The Joint Committee may deliberate in closed session after all presentations have been made.
- 20.9.5 Subsequent to the process identified above, the Referred Participating Teacher shall not have further right of appeal to the Joint Committee regarding the recommendation and report to the Governing Board.
- 20.10 During the period of referred Peer Assistance and Review, evaluations shall be the responsibility of the Joint Committee. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in their personnel file. Per MOU dated August 8, 2001, this clause shall be held in abeyance pending a positive recommendation by the Joint Committee to commence implementation.
- 20.11 The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review.
- 20.12 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring and/or by other activities, which, in their professional judgment, will assist

the Participating Teacher. When necessary to obtain specialized subject matter or instructional competency, the Consulting Teacher shall be authorized to obtain additional assistance to fully address identified areas of deficient performance. This assistance shall be obtained with the approval of the Joint Committee and pursuant to procedures established by the District Coordinator. In such cases, the Consulting Teacher shall retain primary responsibility for the assistance and support program.

20.13 PROGRAM CONFIGURATION MODELS FOR CONSULTING TEACHERS

20.13.1 The preferred model for service by Consulting Teachers in the Peer Assistance and Review Program shall be a Full-time Release Model. When the Joint Committee deems it necessary or appropriate, other models as indicated below may be used. In calculating all ratios indicated below, a Referred Participating Teacher shall be deemed to have a weight of 2.

20.13.2 Full-Release Model

- (A) Each Full Release Consulting Teacher model shall serve a 196, "flexible" calendar while in the position of Consulting Teacher. Days of work shall be defined as an 8-hour. Compensation for this expanded work year will be a .13 factor based on the individual bargaining unit member's placement on the certificated salary schedule. Hours in excess of 8-hours per day shall be approved by the Joint Committee and compensated at certificated hourly rate.
- (B) Each Full Release Consulting Teacher shall be assigned no more than the equivalent of 15 Participating Teachers. No Full-Release Consulting Teacher shall be assigned more than five (5) Referred Participating Teachers.
- (C) Upon completion of their service as a Full-time Release Consulting Teacher, the teacher shall have the right to return to the school and track of his/her prior assignment unless such assignment no longer exists, in which case, Voluntary Transfer Article 8.3 will be utilized.
- (D) If, given fiscal constraints, the district finds it necessary to implement the full-release model with 186-day work year and a "7.5-hour" workday (inclusive of lunch), the Joint Committee will establish and monitor adjustments in the caseload (number of teachers served) and the expected number of direct hours of service per participant. This full-release configuration will provide the Consulting Teacher the ability to schedule observations and meetings for teachers served within the parameters of the normal school day, subject to approval of the Consulting Teacher supervisor. In addition, the Consulting Teacher will be allowed to schedule the 186-day work year, with approval of the Consulting Teacher supervisor, to meet the needs of both the teachers served and the Consulting Teacher.

20.13.3 Half-Release Model

- (A) This model will normally involve a partial Consulting Teacher assignment combined with a partial teaching assignment or a shared assignment between two (2) half-

time Consulting Teachers. The work year shall be established at 196, (8-hour) days with a .13 factor. Additional hours, approved in advance by the Joint Committee, shall be compensated at the certificated hourly rate.

- (B) Each Half-Release Consulting Teacher will be assigned no more than the equivalent of seven (7) Participating Teachers. No half-release Consulting Teacher shall be assigned more than two (2) Referred Participating Teachers.

20.13.4 Half-Contract Model

- (A) This model may be approved for an individual whose only assignment is as a Consulting Teacher working on a half-time basis. This model will involve a 186-day flexible calendar. Each workday shall be 4 hours with compensation at .13% factor above the individual bargaining unit member's placement on the certificated salary schedule adjusted for half-time service. In addition, each Half Contract Teacher will serve ten (10) full days for training and other related purposes with compensation at a .13% factor above the individual per diem rate of pay based on the certificated salary schedule.
- (B) Each Half-Contract Consulting Teacher will be assigned no more than the equivalent of seven (7) Participating Teachers. No Half-Contract Consulting Teacher shall be assigned more than two (2) Referred Participating Teachers.

20.13.5 Stipend Model

- (A) When necessary, the Joint Committee may use an extra-duty assignment "Stipend Model" to meet unusual or especially challenging needs. When an individual teacher serves as a Consulting Teacher in this model, compensation shall be \$5,000.00 for 125 hours of direct services. Each Stipend Model Consulting Teacher will be assigned to no more than two (2) Participating Teachers. Additional hours of service, approved in advanced by the Joint Committee, shall be compensated at certificated hourly rate.

20.13.6 Retired Teacher Model

- (A) This model may be used to employ retired teachers to serve as Consulting Teachers for Non-Referred Participants. Compensation may be based on the stipend model above for no more than two (2) Participating Teachers or the pro-rated hours of service based on the stipend model if the retired teacher is authorized to serve under Section 13.4 (Ancillary Services Contract) with compensation as specified in Article 13 of the Collective Bargaining Agreement.

20.13.7 Consulting Teachers Model

- (A) Consulting Teachers will not be required to provide workshops, training, participate in committees or perform other additional duty assignments, except as specifically related to the functions and activities of the Peer Assistance and Review Program.

20.14 MISCELLANEOUS PROVISIONS

- 20.14.1 This Article does not expand nor diminish bargaining unit member's ability to grieve an evaluation pursuant to the negotiated agreement between the parties.
 - 20.14.2 Bargaining unit members serving on the Joint Committee shall receive a stipend of four thousand three hundred dollars (\$4,300) for such service. In the event that a Bargaining Unit Member Representative does not complete a full year of service the stipend shall be pro-rated based on the number of regularly scheduled meetings. In the event that an alternate is requested to serve, the alternate shall receive a stipend equal to the pro-rated value of the meetings attended, as indicated above.
 - 20.14.3 Activities, duties and responsibilities of Consulting Teachers or Association representatives and alternate representatives to the Joint Committee shall be deemed a specific exception to Article 9, Section 12 of the Collective Bargaining Agreement.
- 20.15 Nothing in this Article precludes the Principal or District from completing informal observations, nor from notifying the teacher verbally or in writing regarding incidents or events related to the teacher's fulfillment of his/her professional obligations.
- 20.15.1 Should the Principal deem it necessary to communicate with a Referred Participating Teacher in a matter relating to progressive discipline, the Principal may provide a copy of the document to the Consulting Teacher who shall report the same to the Joint Committee.

ARTICLE 21

ADULT EDUCATION

- 21.1 Seniority for purposes of assignment in the adult education program is determined based on a bargaining unit member's first date of service in the District.
- 21.2 Adult education teachers teaching less than thirty (30) hours per week shall be paid an hourly rate. Adult education teachers teaching thirty (30) hours or more per week shall be paid pursuant to their appropriate placement on the District certificated salary schedule.

ARTICLE 22

HIGH SCHOOL SUMMER SCHOOL

22.1 High School Summer School (Grades 9-12) is a district-based program and is therefore independent of site-based programs.

22.2 TIMELINES

22.2.1 High School Summer School positions shall be posted via email to all bargaining unit members for a minimum of five (5) business days. The postings will include site, assignment, subject or grade level, and closing date. The District may simultaneously recruit for the vacancy from any other source.

22.2.2 All High School Summer School vacancies shall be posted no later than March 15.

22.2.3 Interested bargaining unit members must submit an application for a High School Summer School assignment to the Human Resources Department no later than the posted closing date.

(A) No late applications will be accepted.

(B) If a bargaining unit member accepts any summer program assignment that runs concurrently with High School Summer School, they shall not be eligible for a High School Summer School assignment.

22.2.4 High School Summer School assignments shall be made on or before May 10.

(A) Notification of High School Summer School assignments shall be provided to the bargaining unit member via email and shall include the location and the assignment.

(B) The District shall provide the Association with a list of all applicants and the assignment of those selected and who accepted a High School Summer School assignment. All data used for High School Summer School selection will be made available to the Association upon request.

22.3 WAGES

22.3.1 Each bargaining unit member who works High School Summer School shall be paid the hourly rate set forth in Appendix C.

22.4 HOURS

22.4.1 The daily hours shall be listed on the High School Summer School application.

22.4.2 Each bargaining unit members shall be paid for instructional time and for one-half (1/2) hour preparation time per day.

22.5 SELECTION

- 22.5.1 Regularly employed bargaining unit members of the District shall be given preference over applicants outside the District for High School Summer School placement.
- 22.5.2 Every person selected to work High School Summer School shall have the following:
- (A) A valid preliminary or clear credential for the subject or position they are assigned.
 - (B) A current overall evaluation of “proficient” or better.
- 22.5.3 Bargaining unit members shall be selected to work High School Summer School based upon the following criteria:
- (A) Every effort will be made to assign bargaining unit members to their current Site/Location.
 - (B) Bargaining unit members who were not assigned to High School Summer School the prior year shall be given priority.
 - (C) Every effort will be made to align High School Summer School assignments to bargaining unit members’ current subject area/assignment.
- 22.5.4 Bargaining unit members not selected but willing to work at another site will be selected based on district seniority for unfilled assignments.
- 22.5.5 Tie-break criteria:
- (A) District seniority
 - (B) Seniority ties will be broken with a coin flip
- 22.5.6 Cancellation of an Assignment
- (A) Prior to the end of the fourth (4th) day of student attendance, a High School Summer School assignment may be cancelled due to low enrollment numbers or program need.
 - (B) If an assignment is cancelled, the bargaining unit member in the affected assignment with the lowest priority status under Section 22.5 shall lose the High School Summer School assignment. If selected to work High School Summer School and the assignment was cancelled, the bargaining unit member will be given priority for the following year.
 - (1) If two (2) or more bargaining unit members have the same priority the bargaining unit member with the lowest district seniority will lose the assignment.
 - (2) The bargaining unit member will be paid as provided in this Article for the time the bargaining unit member worked.
 - (3) In order to maintain a High School Summer School position, a cancellation of an assignment may result in a bargaining unit member being offered an assignment at a different site.

- (4) In the event that the bargaining unit member declines the modified assignment, the assignment shall revert to the member who previously held the position.

22.6 EMPLOYEE LEAVE DURING HIGH SCHOOL SUMMER SCHOOL

22.6.1 Bargaining unit members participating in High School Summer School will be allocated one (1) day of sick leave for such employment, consistent with the High School Summer School contractual agreements. If allocated sick leave is not utilized, it shall remain in the bargaining unit member's sick leave bank.

22.6.2 Bargaining unit members will be notified in advance of the following policy with regard to the use of sick leave and personal necessity leave during High School Summer School:

- (A) Bargaining unit members will be allowed to use one (1) day of personal necessity or sick leave during High School Summer School.
- (B) If an illness or another emergency requires that a bargaining unit member is absent for more than one (1) day, the absence will not be covered by paid leave.
- (C) Conference attendance will not normally be authorized during the High School Summer School calendar periods for bargaining unit members in these programs except under extraordinary circumstances with approval of the Superintendent or Designee.

22.7 SHARED CONTRACTS

22.7.1 Bargaining unit members may share a contract for High School Summer School services if the bargaining unit members obtain administrative approval for the shared contract in advance of the start of High School Summer School.

- (A) Selection criteria will be based on the bargaining unit member with the lower priority in a shared assignment.

22.7.2 Bargaining unit members participating in a shared contract arrangement are required to prorate the sick leave allocation and use.

ARTICLE 23

SHARED EMPLOYMENT CONTRACT

23.1 DEFINITION

A shared contract is defined as one in which one (1) teaching position is equally shared by two (2) bargaining unit members for a period of not less than one (1) school year, subject to possible renewal on an annual basis.

23.2 ELIGIBILITY

23.2.1 Shared contract positions may be requested by current full-time permanent bargaining unit members who have:

(A) Completed a minimum of two (2) years of service with the District.

(B) Their last evaluation rated at no less than proficient.

(C) Submitted the Shared Contract Application form to the appropriate site administrator by March 1 prior to the school year for which a shared contract assignment is requested. Exceptions to this date shall be considered by the administration in the event of unusual circumstances.

23.2.2 Requests shall be subject to final approval by the Board.

23.3 SELECTION AND APPROVAL OF POSITION

Bargaining unit members requesting shared contract positions shall meet with the administrator(s) from the work site where such a shared position is proposed. If the site administration approves the shared contract, they will make a recommendation to Human Resources and to the Board who shall have final authority to grant and/or renew all Shared Employment Contracts. The Association shall be notified of all such requests. Notice of approval or denial shall be issued by April 15. Upon request, bargaining unit members shall be provided the reasons for denial.

23.4 RENEWAL

In order to renew a Shared-Contract, bargaining unit members must apply by March 1. In the event a shared contract renewal proposal is not received on or before the deadline of March 1, the shared contract arrangement will cease at the end of the school year and the bargaining unit members will return to an equivalent position held prior to entering into a shared contract arrangement at the start of the next school year.

23.5 SHARED CONTRACTS

23.5.1 Bargaining unit members sharing a contract shall accept the responsibility for assuring that compatible classroom management will exist.

23.5.2 Shared contracts shall be issued reflecting all pertinent information concerning the assignments, including but not limited to the following information:

- (A) Dates of agreement
- (B) Duration of the agreement
- (C) Description of subject/grade level
- (D) Location
- (E) Salary
- (F) Association dues
- (G) Health and welfare benefits

23.5.3 The shared contract shall include the following statement:

“Requests for renewal must be submitted by the site administrator to the Human Resources Office on or before March 15 of the school year in which this contract applies. If no such renewal request is submitted, both employees shall return to full-time employment.”

23.5.4 Renewal of the shared contract shall be subject to Board approval.

23.6 COMPENSATION

23.6.1 Each participant in the shared contract program shall receive half (50%) of the regular annual salary paid in equal monthly installments, in accordance with their respective placement on the salary schedule.

23.6.2 Participants shall be eligible for half (50%) of the District contribution toward the health and welfare benefit program applied in the same manner as salary.

23.6.3 Column advancement shall not be affected by shared contract employment. Bargaining unit members who complete shared contract assignments shall be advanced one (1) step on the salary schedule for every 2 years worked on a shared contract (50%).

23.6.4 Contributions to the State Teachers’ Retirement System (STRS) or Public Employees Retirement System (PERS), if applicable, shall be proportionate to the time worked and salary earned.

23.7 SENIORITY

Both shared contract partners shall maintain their place on the District’s seniority list.

23.8 DIVISION OF DUTIES

23.8.1 The time requirements for a shared contract position shall be proportionate to the regular workday.

23.8.2 Bargaining unit members in shared contract positions shall both be required to attend evening events as outlined in sections 14.2.5.4, 14.2.5.5. Bargaining unit members may determine how Parent Conferences will be divided between them. Faculty meetings shall be attended by the bargaining unit member on duty at the time of the meeting and that

person should share the information with the job-sharing partner. Adjunct duties shall be shared proportionately.

23.8.3 Joint Teacher Contact Time: The parties shall agree to joint teacher contact time on a weekly basis to ensure communication and coordination of instruction. In the event that more time is necessary, the teachers shall make appropriate arrangements.

23.8.4 In-Service Days: The parties agree that in-service days will be attended by the teacher scheduled to work that day. The District shall compensate the non-scheduled teacher to attend meetings, staff development, training and/or grade level planning days, pursuant to the certificated hourly rate identified in Appendix 'C', with mutual agreement between the teacher and site administrator.

23.8.5 Teacher Preparation Days: The parties have agreed that both teachers will each attend ½ of all scheduled preparation days.

23.8.6 Bargaining unit members sharing a contract may serve as day-to-day substitutes for one another. While working as a substitute, the bargaining unit member shall be paid the certificated hourly rate of pay pursuant to Appendix C of the Collective Bargaining Agreement.

23.9 WORK YEAR

23.9.1 The work-year shall be divided equally (50/50) between the bargaining unit members.

23.9.2 A work year calendar shall be submitted to the site administrator for approval prior to the start of the work year. Human Resources shall have final approval of the work year calendar.

23.10 INVOLUNTARY TRANSFER

All involuntary transfers from a site are based on District Seniority. A shared contract team's seniority will be based on the hire date of the least senior partner. If it becomes necessary that the team would be involuntarily transferred, the procedures for involuntary transfers as outlined in Article 8, Transfers, will be applied.

23.11 DISSOLUTION OF SHARED CONTRACT

In the event one of the shared contract bargaining unit members is unable to fulfill the terms of the job-share contract, the remaining unit member shall have the option of:

(A) Converting to full-time employment in that position and receiving the equivalent salary and health and welfare benefits to which they are entitled, or

(B) Continuing the shared contract with another permanent, qualified bargaining unit member mutually agreed upon by both the unit member and site administrator. If this teacher is not a current unit member, the regular hiring protocol shall be used.

23.12 RETURN TO FULL-TIME EMPLOYMENT

23.12.1 Full-time bargaining unit members participating in shared employment may, at their option, return to full-time employment at the conclusion of the shared contract. The District shall return the bargaining unit members to their respective former positions, if available, or to equivalent positions within the District at the end of shared employment.

23.12.2 All bargaining unit members shall be returned to appropriate positions before the District hires personnel from outside of the District.

ARTICLE 24

ACADEMIC FREEDOM

24.1 It is the policy of the District that all instruction shall be fair, accurate, objective and appropriate to the age and maturity of the student(s), and sensitive to the community needs and values of our diverse culture and heritage.

In performing teaching functions, bargaining unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective manner pursuant to current Board Policy 6144.

ARTICLE 25

SALARIES AND FRINGE BENEFITS

25.1 SALARIES

25.1.1 Increase all certificated bargaining unit salary schedules by 3.5% and increase the certificated hourly rate to \$40.46 effective July 1, 2019.

25.2 EMPLOYEE HEALTH AND WELFARE BENEFITS

Any change in provider or increase in premium will be subject to meet and negotiate.

25.2.1 Bargaining unit members with less than full-time contracts shall receive a prorated share for the plan chosen and shall be required to pay the balance of the super composite premium or 1, 2, or 3 party contract premium, when required by the carrier, through payroll deduction. In the event that carrier mandates require use of 1, 2, or 3 party contract premiums, the total of district-sponsored funds in the pro-rated share for affected bargaining unit members shall be pooled so that the balance remaining from members requiring 1 or 2 party contracts, maybe applied to defray excess costs of 3 party contracts.

An exception to this procedure may be established in the case of shared contracts pursuant to Article 23.4.2 that provides for the contracting parties to divide the policies without cost sharing by either party.

25.2.2 Bargaining unit members shall be responsible for payment, through payroll deduction, for fringe benefit selections, which exceed the benefits provided herein.

25.2.3 It is mutually agreed and understood that all bargaining unit members who provide written notification to the district on forms provided by the district of a possible, probably, or certain intent to separate employment with the district by resignation by April 1 of each school year will be provided with health and welfare benefit coverage per Article 25 until:

(A) September 30 of each successor school year, OR

(B) The bargaining unit member obtains new health and welfare benefit coverage in a new employment or other status (the day prior to the effective date of new coverage shall be the termination date of district coverage). This criterion shall be in effect regardless of whether the new health and welfare coverage is similar to or as extensive as current district health and welfare benefits.

Whichever of the above criterion occurs first shall determine the termination date of coverage.

25.2.3.1 A written declaration by any bargaining unit member shall not constitute a resignation nor in any way waive their Education Code rights related to contract status or expectation of continued employment.

25.2.4 The district will continue to reimburse bargaining unit members with a district employed spouse, their co-payment expenses for fully employed spouses. In the case of spouses with part-time employment, the reimbursement shall be pro-rated by hours of employment.

25.2.5 The Association and the District agree to begin meeting in September to discuss health and welfare coverage for the following school year.

25.3 MEDICAL INSURANCE FOR ELIGIBLE DEPENDENTS OF DECEASED UNIT MEMBERS

The District shall provide dependent medical insurance coverage for a period of six (6) years following the death of a bargaining unit member who is covered under a District medical insurance plan at the time of the bargaining unit member's death and who has at least fifteen (15) years of service with the District.

ARTICLE 26

STATUTORY OR JUDICIAL CHANGES

- 26.1 Changes in mandatory bargaining unit member benefits within the scope of representation which are brought about by amendment, addition or repeal of statutory guarantees specifically incorporated into this Agreement shall obligate the parties within ten (10) days to meet and negotiate, upon request, concerning the provision affected.
- 26.2 In the event any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue and remain in full force and effect.

ARTICLE 27

MISCELLANEOUS PROVISIONS

- 27.1 To the extent possible any individual contract of employment between the District and a bargaining unit member that is inconsistent with the terms of this Agreement, the terms of this Agreement shall be controlling.
- 27.2 This Agreement shall supersede any rules, regulations or practices of the District, which are contrary to or inconsistent with its terms.
- 27.3 In a timely manner following ratification of this Agreement by both parties herein, the District shall prepare and deliver through District mail to each bargaining unit member a copy of this Agreement. Thirty (30) additional copies shall be delivered to the Association.

ARTICLE 28

COMPLETION OF MEET AND NEGOTIATE

- 28.1 During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement except as provided in Article 26, Statutory or Judicial Changes, and Article 29, Duration, or pursuant to the provisions in Appendix C dealing with new or changed job classifications, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 28.2 The District shall maintain and shall not make unilateral changes over matters within the scope of representation as set forth in the Educational Employment Relations Act. In effectuating the above, the District shall provide the Association with reasonable advance notice of any contemplated changes. The Board further recognizes the Association's right to consult, at the Association's request, on matters regarding the definition of educational objectives, the content of courses and curriculum and the selection of textbooks. This paragraph shall not apply to situations when the Association has waived its right to bargain, or where the District is authorized to act unilaterally under the law or act by necessity.
- 28.3 This Agreement terminates and supersedes all past practices, agreements, traditions and rules or regulations concerning the matters covered herein.

ARTICLE 29

DURATION

- 29.1 The terms and conditions of this Agreement shall continue in effect until 12:01 am on July 1, 2020, and year to year thereafter unless altered by a written agreement. Each party to the Agreement shall be permitted to reopen not more than two articles for the 2018-19 instructional year, excluding Article 25 (Salaries and Fringe Benefits), and 2019-20 instructional years. Both parties further agree to reopen Article 25 (Salaries and Fringe Benefits) for the 2018 instructional year to evaluate the availability of additional funding and compensation increases.
- 29.2 All matters agreed upon in Memoranda of Understanding that do not include a sunset date shall automatically be included in the next publishing of this Agreement. Those matters agreed upon in Memorandum of Understanding which include a date for reconsideration shall be reconsidered in addition to the other two (2) articles opened by either party.
- 29.3 Notification of intent to amend or modify this contract shall be made by either party no later than the first regularly schedule Board of Education meeting in July. The parties agree to begin negotiating no later than thirty (30) days after submission of such intent, unless otherwise mutually agreed upon in writing.
- 29.4 Notwithstanding the foregoing, the parties agree to meet and negotiate on the impacts of any new legislation, judicial decision or litigation on matters within the scope of bargaining during the course of this agreement.

APPENDIX A

BARGAINING UNIT MEMBER SALARY PLACEMENT

Initial Class Placement

Rules for original placement on the salary schedule are as follows:

For bargaining unit members hired prior to 2001-2002, all units earned prior to the date of the Bachelor's Degree shall be classed as a Bachelor's Degree. Effective for bargaining unit members initially employed beginning the 2001-2002 year, units earned in the twelve (12) calendar months immediately prior to the date of the Bachelor's Degree which are certified by the accredited college or university issuing the Bachelor's Degree as being in excess of the requirements for completion of the Bachelor's Degree shall be accepted for salary credit for advancement on the salary schedule.

Salary credit through December 30, 2001, all upper division and graduate units earned from or accepted by an accredited college or university as upper division or graduate work subsequent to the date of the Bachelor's Degree shall count in excess of that degree.

Effective January 1, 2002, all upper division and graduate units earned with a grade of C or better or accepted by an accredited college or university as upper division or graduate work subsequent to the date of the Bachelor's Degree shall count in excess of that degree. (Units earned or accepted with a grade of "Credit" in a "Credit/No Credit" system or a grade "Pass" in a "Pass/No Pass" system shall be accepted.

Lower division units may be accepted under special circumstances with prior written approval of the Superintendent.

Initial Step Placement

The District shall grant up to nine (9) years of credit on the salary schedule. No credit shall be allowed for fractional parts of a year unless seventy-five percent (75%) of the total teaching days for a year have been taught. However, bargaining unit members newly hired in the District who served on shared contracts in other districts will be given credit for one (1) year of service for every two (2) years of shared contract experience. Substitute teaching experience in districts other than Fontana Unified School District shall not be qualifying toward advanced salary placement. Day-to-day substitute experience in the Fontana Unified School District shall not be qualifying toward advanced salary placement. A substitute assignment, which constitutes seventy-five percent (75%) of the school year in not more than two (2) long-range term assignments shall be qualifying toward advanced step placement. A maximum of three (3) steps for prior experience shall be granted to provisionally credentialed bargaining unit members. Veterans shall receive one (1) step for each full twenty (20) months of military service, not to exceed three (3) steps. Previous private school, college or United States Service School teaching experience while holding a degree shall count on an equal basis with public school teaching. The total credit for previous teaching experience and military service shall not exceed nine (9) steps.

Salary Schedule Class Adjustment

As college credit is earned, it should be currently reported to the Human Resources Office so that an up-to-date accounting can be kept of the bargaining unit member's placement on the salary schedule.

Adjustment on the salary schedule shall be made only for the current year under the policy requirements of Appendix A and Appendix B. In no event will any adjustment be made for former contract years.

Class Advancement-Traditional Year

To qualify for class advancement on the salary schedule, effective the beginning of the school year, units should be reported in progress by August 15 and shall be completed by September 10. Transcripts, grade cards (showing unit credit and grade) or letter from Registrar shall be submitted to the Human Resources Office by no later than October 15. If verification for coursework completed prior to September 10 is received after October 15, the class advancement will become effective the first day of the month following the date verification was received in the Human Resources Office.

To qualify for class advancement on the salary schedule, effective the second semester March 1, units should be reported in progress by January 10 and shall be completed by February 1. Transcripts, grade cards (showing unit credit and grade) or letter from Registrar shall be submitted to the Human Resources Office by no later than March 15. If the verification for coursework completed prior to February 1 is received after March 15, the class advancement will become effective the first day of the month following the date verification was received in the Human Resources Office.

Class Advancement – Continuous School Program Year

To qualify for class advancement on the salary schedule, effective the beginning of the school year, units should be reported by June 15 and shall be completed by July 1. Transcripts, grade cards (showing unit credit and grade) or letter from Registrar shall be submitted to the Human Resources Office by no later than August 15. If verification for coursework completed prior to July 1 is received after August 15, the class advancement will become effective the first day of the month following the date verification was received in the Human Resources Office.

To qualify for class advancement on the salary schedule, effective the second half of the year, February 1, units should be reported in progress by December 10 and shall be completed by January 1. Transcripts, grade cards (showing unit credit and grade) or letter from Registrar shall be submitted to the Human Resources Office by no later than February 15. If the verification for coursework completed prior to January 1 is received after February 15, the class advancement will become effective the first day of the month following the date verification was received in the Human Resources Office.

District Salary Unit Credit

Each academic workshop sponsored by the Fontana Unified School District shall be approved in advance by the particular District Office division involved. If a comprehensive workshop is planned for at least fifteen (15) hours of participation by the bargaining unit members, one (1) semester unit credit shall be given toward in-service salary advancement. Each bargaining unit member in attendance and completing the requirements is to receive a certificate of completion or some verification by the workshop sponsor. This is to be filed or recorded in the Human Resources Office at the close of the program.

A Joint Committee consisting of two (2) members appointed by the District and two (2) members appointed by the Association shall receive and evaluate requests for salary credit for training not provided on a district-sponsored basis or for which salary credit has not been otherwise offered by the District. Said request shall be honored for salary credit on the majority vote of the Joint Committee. All training

approved by the Joint Committee shall be clearly educationally-related, within the credential authorization field of the requesting party or within the current or tentative teaching assignment of the requesting party. The committee shall also be authorized to approve, by unanimous vote, requests for salary credit not meeting the above criterion.

Step Advancement

Bargaining unit members shall advance one (1) step on the salary schedule for each full year of service in the Fontana Unified School District until the maximum is reached. A bargaining unit member who has been Y-rated on the salary schedule will receive full credit for their years of experience within the District and their years of experience granted on initial placement, to the extent such steps exist in that classification.

Anniversary (Longevity) Increment

After the completion of seventeen (17) years of certificated service with this District, commencing with the eighteenth (18th) year of service, an increment will be added to the certificated bargaining unit member's contract. An additional increment will be added to the contract for each four (4) years of service thereafter.

APPENDIX B-1
FONTANA UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
Effective 7/1/24
186 days

	Class A	Class I	Class II	Class III	Class IV	Class V
STEP	B.A. Degree No Credential	B.A. Degree Credential ¹	B.A. Degree +30 Semester ¹	M.A. Degree or B.A. Degree +45 Semester ¹	M.A. Degree +60 Semester or B.A. Degree +70 Semester ¹	Professional Growth
1	\$ 59,160	\$ 63,104	\$ 63,292	\$ 64,600	\$ 67,510	
2	\$ 61,774	\$ 63,292	\$ 64,554	\$ 67,459	\$ 70,498	
3	\$ 64,516	\$ 64,516	\$ 67,415	\$ 70,448	\$ 73,618	
4	\$ 67,370	\$ 67,370	\$ 70,400	\$ 73,570	\$ 76,880	
5	\$ 70,350	\$ 70,350	\$ 73,518	\$ 76,827	\$ 80,284	
6	\$ 73,464	\$ 73,464	\$ 76,771	\$ 80,227	\$ 83,839	
7		\$ 76,717	\$ 80,172	\$ 83,779	\$ 87,548	
8		\$ 80,117	\$ 83,715	\$ 87,483	\$ 91,425	
9			\$ 87,427	\$ 91,359	\$ 95,471	
10			\$ 91,296	\$ 95,405	\$ 99,695	
11				\$ 99,627	\$ 104,111	
12				\$ 104,039	\$ 108,720	
13					\$ 113,532	
14					\$ 118,558	
15						
16						
17						
18*		\$ 81,919	\$ 93,350	\$ 106,380	\$ 121,225	\$ 2,463
22*		\$ 83,763	\$ 95,450	\$ 108,773	\$ 123,953	\$ 4,925
26*		\$ 85,647	\$ 97,598	\$ 111,221	\$ 126,742	\$ 7,387
30*		\$ 87,574	\$ 99,794	\$ 113,723	\$ 129,594	

¹ Fully credentialed employees ONLY. Interns, PIPs, STSPs, etc., are placed at Class A.

* Eligibility for these steps is based on initial step placement at time of hire and years of service in Fontana Unified School District Certificated Bargaining Unit, effective July 1, 2024.

* Longevity is included to the preceding step for rows 18, 22, 26, and 30.

Credit for Previous Teaching Experience and/or Military Service

Credit is granted on salary schedule for prior teaching experience and/or military service as follows:

- Teaching experience is one (1) step for each year, not to exceed thirteen (13) steps for all bargaining members hired on or after July 1, 2024.
- Military service is one (1) step for each 20 months of active duty, not to exceed three (3) steps.
- A combination of teaching experience and military service not to exceed thirteen (13) steps.

Comprehensive Benefits package includes: Medical, Dental, Vision & Life Insurance

FONTANA UNIFIED SCHOOL DISTRICT
CERTIFICATED SCHOOL COUNSELOR SALARY SCHEDULE
Effective 7/1/24
193 days

	Class A	Class I	Class II	Class III	Class IV	Class V
STEP	BA Degree No Credential	BA Degree Credential¹	BA Degree +30 Semester¹	MA Degree or BA Degree +45 Semester¹	MA Degree +60 Semester or BA Degree +70 Semester¹	Professional Growth
1	\$ 61,410	\$ 65,505	\$ 65,699	\$ 67,058	\$ 70,078	
2	\$ 64,123	\$ 65,699	\$ 67,011	\$ 70,026	\$ 73,179	
3	\$ 66,971	\$ 66,971	\$ 69,980	\$ 73,129	\$ 76,419	
4	\$ 69,933	\$ 69,933	\$ 73,078	\$ 76,369	\$ 79,804	
5	\$ 73,027	\$ 73,027	\$ 76,315	\$ 79,750	\$ 83,339	
6	\$ 76,259	\$ 76,259	\$ 79,692	\$ 83,279	\$ 87,029	
7		\$ 79,636	\$ 83,222	\$ 86,966	\$ 90,880	
8		\$ 83,165	\$ 86,900	\$ 90,811	\$ 94,903	
9			\$ 90,753	\$ 94,835	\$ 99,103	
10			\$ 94,769	\$ 99,035	\$ 103,489	
11				\$ 103,417	\$ 108,071	
12				\$ 107,997	\$ 112,856	
13					\$ 117,850	
14					\$ 123,069	
18*		\$ 85,036	\$ 96,902	\$ 110,427	\$ 125,838	\$ 2,463
22*		\$ 86,950	\$ 99,082	\$ 112,912	\$ 128,669	\$ 4,925
26*		\$ 88,906	\$ 101,311	\$ 115,452	\$ 131,564	\$ 7,387
30*		\$ 90,907	\$ 103,591	\$ 118,050	\$ 134,524	

¹ Fully credentialed employees ONLY. Interns, PIPS, STSPS, etc., are placed at Class A.

* Eligibility for these steps is based on initial step placement at time of hire and years of service in Fontana Unified School District Certificated Bargaining Unit, effective July 1, 2024.

* Longevity is included to the preceding step for rows 18, 22, 26, and 30.

Credit for Previous Experience and/or Military Service

Credit is granted on salary schedule for prior experience and/or military service as follows:

- Experience is one (1) step for each year, not to exceed thirteen (13) steps for all bargaining members hired on or after July 1, 2024.
- Military service is one (1) step for each 20 months of active duty, not to exceed three (3) steps.
- A combination of certificated experience and military service not to exceed thirteen (13) steps.

Comprehensive Benefits package includes: Medical, Dental, Vision & Life Insurance

**FONTANA UNIFIED SCHOOL DISTRICT
 CERTIFICATED TEACHER LIBRARIAN SALARY SCHEDULE
 Effective 7/1/24
 203 days**

	Class A	Class I	Class II	Class III	Class IV	Class V
STEP	BA Degree No Credential	BA Degree Credential¹	BA Degree +30 Semester¹	MA Degree or BA Degree +45 Semester¹	MA Degree +60 Semester or BA Degree +70 Semester¹	Professional Growth
1	\$ 64,626	\$ 68,935	\$ 69,140	\$ 70,568	\$ 73,747	
2	\$ 67,481	\$ 69,140	\$ 70,519	\$ 73,691	\$ 77,011	
3	\$ 70,477	\$ 70,477	\$ 73,643	\$ 76,957	\$ 80,420	
4	\$ 73,595	\$ 73,595	\$ 76,905	\$ 80,367	\$ 83,983	
5	\$ 76,850	\$ 76,850	\$ 80,310	\$ 83,925	\$ 87,702	
6	\$ 80,252	\$ 80,252	\$ 83,864	\$ 87,639	\$ 91,586	
7		\$ 83,806	\$ 87,579	\$ 91,519	\$ 95,637	
8		\$ 87,519	\$ 91,450	\$ 95,565	\$ 99,871	
9			\$ 95,504	\$ 99,800	\$ 104,292	
10			\$ 99,731	\$ 104,220	\$ 108,907	
11				\$ 108,832	\$ 113,730	
12				\$ 113,652	\$ 118,765	
13					\$ 124,020	
14					\$ 129,512	
15						
16						
17						
18*		\$ 89,488	\$ 101,975	\$ 116,209	\$ 132,426	\$ 2,462
22*		\$ 91,501	\$ 104,270	\$ 118,824	\$ 135,405	\$ 4,925
26*		\$ 93,560	\$ 106,616	\$ 121,497	\$ 138,452	\$ 7,387
30*		\$ 95,665	\$ 109,015	\$ 124,231	\$ 141,567	

¹ Fully credentialed employees ONLY. Interns, PIPs, STSPs, etc., are placed at Class A.

* Eligibility for these steps is based on initial step placement at time of hire and years of service in Fontana Unified School District Certificated Bargaining Unit, effective July 1, 2024.

* Longevity is included to the preceding step for rows 18, 22, 26, and 30.

Credit for Previous Experience and/or Military Service

Credit is granted on salary schedule for prior experience and/or military service as follows:

- Experience is one (1) step for each year, not to exceed thirteen (13) steps for all bargaining unit members hired on or after July 1, 2024.
- Military service is one (1) step for each 20 months of active duty, not to exceed three (3) steps.
- A combination of teaching experience and military service not to exceed thirteen (13) steps.

Comprehensive Benefits package includes: Medical, Dental, Vision & Life Insurance

**FONTANA UNIFIED SCHOOL DISTRICT
 CERTIFICATED SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE
 Effective 7/1/24
 191 Days**

Step	SLP1	Professional Growth
1	\$91,698	
2	\$95,786	
3	\$99,875	
4	\$103,963	
5	\$108,052	
6	\$112,140	
7	\$116,229	
8	\$120,317	
9	\$124,406	
10	\$128,494	
11		
12		
13		
14		
15		
16		
17		
18*	\$131,385	\$2,463
22*	\$134,341	\$4,925
26*	\$137,364	\$7,387
30*	\$140,455	

*Eligibility for these steps is based on initial step placement at time of hire and years of service in Fontana Unified School District Certificated Bargaining Unit, effective July 1, 2024.

*Longevity is included to the preceding step for rows 18, 22, 26, and 30.

Comprehensive Benefits package includes: Medical, Dental, Vision & Life Insurance

Bd App: 5/29/24

**FONTANA UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE
Effective 1/1/25
186 days**

STEP	Class A B.A. Degree No Credential	Class I B.A. Degree Credential ¹	Class II B.A. Degree +30 Semester ¹	Class III M.A. Degree or B.A. Degree +45 Semester ¹	Class IV M.A. Degree +60 Semester or B.A. Degree +70 Semester ¹	Class V Professional Growth
1	\$ 60,343	\$ 64,367	\$ 64,557	\$ 65,892	\$ 68,860	
2	\$ 63,009	\$ 64,557	\$ 65,845	\$ 68,808	\$ 71,908	
3	\$ 65,806	\$ 65,806	\$ 68,763	\$ 71,857	\$ 75,091	
4	\$ 68,717	\$ 68,717	\$ 71,808	\$ 75,041	\$ 78,417	
5	\$ 71,757	\$ 71,757	\$ 74,988	\$ 78,363	\$ 81,890	
6	\$ 74,934	\$ 74,934	\$ 78,306	\$ 81,832	\$ 85,516	
7		\$ 78,252	\$ 81,776	\$ 85,454	\$ 89,299	
8		\$ 81,719	\$ 85,390	\$ 89,232	\$ 93,253	
9			\$ 89,176	\$ 93,186	\$ 97,380	
10			\$ 93,122	\$ 97,313	\$ 101,689	
11				\$ 101,620	\$ 106,193	
12				\$ 106,120	\$ 110,894	
13					\$ 115,802	
14					\$ 120,929	
15						
16						
17						
18*		\$ 83,558	\$ 95,217	\$ 108,507	\$ 123,650	\$ 2,512
22*		\$ 85,438	\$ 97,359	\$ 110,949	\$ 126,432	\$ 5,023
26*		\$ 87,360	\$ 99,550	\$ 113,445	\$ 129,277	\$ 7,535
30*		\$ 89,326	\$ 101,790	\$ 115,998	\$ 132,186	

¹ Fully credentialed employees ONLY. Interns, PIPs, STSPs, etc., are placed at Class A.

* Eligibility for these steps is based on initial step placement at time of hire and years of service in Fontana Unified School District Certificated Bargaining Unit, effective July 1, 2024.

* Longevity is included to the preceding step for rows 18, 22, 26, and 30.

Credit for Previous Teaching Experience and/or Military Service

Credit is granted on salary schedule for prior teaching experience and/or military service as follows:

- Teaching experience is one (1) step for each year, not to exceed thirteen (13) steps for all bargaining unit members hired on or after July 1, 2024.
- Military service is one (1) step for each 20 months of active duty, not to exceed three (3) steps.
- A combination of teaching experience and military service not to exceed thirteen (13) steps.

Comprehensive Benefits package includes: Medical, Dental, Vision & Life Insurance

**FONTANA UNIFIED SCHOOL DISTRICT
CERTIFICATED SCHOOL COUNSELOR SALARY SCHEDULE**

Effective 1/1/25

193 days

	Class A	Class I	Class II	Class III	Class IV	Class V
STEP	BA Degree No Credential	BA Degree Credential¹	BA Degree +30 Semester¹	MA Degree or BA Degree +45 Semester¹	MA Degree +60 Semester or BA Degree +70 Semester¹	Professional Growth
1	\$ 62,639	\$ 66,815	\$ 67,013	\$ 68,399	\$ 71,479	
2	\$ 65,406	\$ 67,013	\$ 68,351	\$ 71,426	\$ 74,643	
3	\$ 68,310	\$ 68,310	\$ 71,379	\$ 74,591	\$ 77,947	
4	\$ 71,331	\$ 71,331	\$ 74,539	\$ 77,897	\$ 81,401	
5	\$ 74,488	\$ 74,488	\$ 77,841	\$ 81,345	\$ 85,006	
6	\$ 77,784	\$ 77,784	\$ 81,285	\$ 84,945	\$ 88,770	
7		\$ 81,229	\$ 84,887	\$ 88,705	\$ 92,697	
8		\$ 84,829	\$ 88,638	\$ 92,628	\$ 96,801	
9			\$ 92,568	\$ 96,732	\$ 101,085	
10			\$ 96,665	\$ 101,016	\$ 105,559	
11				\$ 105,485	\$ 110,233	
12				\$ 110,157	\$ 115,113	
13					\$ 120,207	
14					\$ 125,530	
18*		\$ 86,737	\$ 98,840	\$ 112,636	\$ 128,355	\$ 2,512
22*		\$ 88,689	\$ 101,064	\$ 115,170	\$ 131,242	\$ 5,023
26*		\$ 90,684	\$ 103,338	\$ 117,761	\$ 134,195	\$ 7,535
30*		\$ 92,725	\$ 105,663	\$ 120,411	\$ 137,215	

¹ Fully credentialed employees ONLY. Interns, PIPS, STSPS, etc., are placed at Class A.

* Eligibility for these steps is based on initial step placement at time of hire and years of service in Fontana Unified School District Certificated Bargaining Unit, effective July 1, 2024.

* Longevity is included to the preceding step for rows 18, 22, 26, and 30.

Credit for Previous Experience and/or Military Service

Credit is granted on salary schedule for prior experience and/or military service as follows:

- Experience is one (1) step for each year, not to exceed thirteen (13) steps for all bargaining members hired on or after July 1, 2024.
- Military service is one (1) step for each 20 months of active duty, not to exceed three (3) steps.
- A combination of certificated experience and military service not to exceed thirteen (13) steps.

Comprehensive Benefits package includes: Medical, Dental, Vision & Life Insurance

FONTANA UNIFIED SCHOOL DISTRICT
CERTIFICATED TEACHER LIBRARIAN SALARY SCHEDULE
Effective 1/1/25
203 days

STEP	Class A BA Degree No Credential	Class I BA Degree Credential ¹	Class II BA Degree +30 Semester ¹	Class III MA Degree or BA Degree +45 Semester ¹	Class IV MA Degree +60 Semester or BA Degree +70 Semester ¹	Class V Professional Growth
1	\$ 65,919	\$ 70,314	\$ 70,522	\$ 71,980	\$ 75,222	
2	\$ 68,831	\$ 70,522	\$ 71,929	\$ 75,165	\$ 78,551	
3	\$ 71,886	\$ 71,886	\$ 75,116	\$ 78,496	\$ 82,029	
4	\$ 75,067	\$ 75,067	\$ 78,443	\$ 81,974	\$ 85,663	
5	\$ 78,387	\$ 78,387	\$ 81,916	\$ 85,603	\$ 89,456	
6	\$ 81,857	\$ 81,857	\$ 85,541	\$ 89,392	\$ 93,418	
7		\$ 85,482	\$ 89,331	\$ 93,349	\$ 97,550	
8		\$ 89,269	\$ 93,279	\$ 97,476	\$ 101,869	
9			\$ 97,414	\$ 101,796	\$ 106,378	
10			\$ 101,726	\$ 106,304	\$ 111,085	
11				\$ 111,009	\$ 116,004	
12				\$ 115,925	\$ 121,140	
13					\$ 126,501	
14					\$ 132,102	
15						
16						
17						
18*		\$ 91,278	\$ 104,015	\$ 118,533	\$ 135,074	\$ 2,512
22*		\$ 93,331	\$ 106,355	\$ 121,200	\$ 138,113	\$ 5,023
26*		\$ 95,431	\$ 108,748	\$ 123,927	\$ 141,221	\$ 7,535
30*		\$ 97,579	\$ 111,195	\$ 126,715	\$ 144,398	

¹ Fully credentialed employees ONLY. Interns, PIPs, STSPs, etc., are placed at Class A.

* Eligibility for these steps is based on initial step placement at time of hire and years of service in Fontana Unified School District Certificated Bargaining Unit, effective July 1, 2024.

* Longevity is included to the preceding step for rows 18, 22, 26, and 30.

Credit for Previous Experience and/or Military Service

Credit is granted on salary schedule for prior experience and/or military service as follows:

- Experience is one (1) step for each year, not to exceed thirteen (13) steps for all bargaining unit members hired on or after July 1, 2024.
- Military service is one (1) step for each 20 months of active duty, not to exceed three (3) steps.
- A combination of teaching experience and military service not to exceed thirteen (13) steps.

Comprehensive Benefits package includes: Medical, Dental, Vision & Life Insurance

**FONTANA UNIFIED SCHOOL DISTRICT
 CERTIFICATED SPEECH LANGUAGE PATHOLOGIST SALARY SCHEDULE
 Effective 1/1/25
 191 Days**

Step	SLP1	Professional Growth
1	\$93,532	
2	\$97,702	
3	\$101,872	
4	\$106,043	
5	\$110,213	
6	\$114,383	
7	\$118,553	
8	\$122,724	
9	\$126,894	
10	\$131,064	
11		
12		
13		
14		
15		
16		
17		
18*	\$134,013	\$2,512
22*	\$137,028	\$5,023
26*	\$140,111	\$7,535
30*	\$143,264	

*Eligibility for these steps is based on initial step placement at time of hire and years of service in Fontana Unified School District Certificated Bargaining Unit, effective July 1, 2024.

*Longevity is included to the preceding step for rows 18, 22, 26, and 30.

Comprehensive Benefits package includes: Medical, Dental, Vision & Life Insurance

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Bargaining unit members will receive the number of longevity increments for which they are qualified, for each year, as the Professional Growth Column is phased in. In addition, the Professional Growth increment will be paid to eligible bargaining unit employees pursuant to Appendix B-3.

For example, an employee with 26 years FUSD experience, who was eligible for Class IV, prior to this agreement, will receive three (3) longevity increments (3 x \$639.00) plus \$1,300 (pro-rated) for Step 18 on Class V, effective the first day of the 2nd semester for the 1999/2000 school year. This pattern will continue to be followed as the Professional Growth Class V is phased in. This pattern will also be followed for employees with 30, 34, or more years of FUSD experience.

¹ Additional longevity increments for every four (4) years of FUSD service above twenty-six (26) years shall be based on longevity increments per Class 1 above. Placement of these steps on the salary schedule specifically supersedes and eliminates any previous practice regarding anniversary or longevity increments. Eligibility for these steps is based on years of service in the Fontana Unified School District Certificated Bargaining Unit.

² Fully credentialed teachers only. Interns and Emergency credentials (or the equivalent), annual salary \$42,851. The intent of this proposal is that all bargaining unit members will receive at least current salary plus 3% COLA except when certificated salary placement was in error.

³ Bargaining unit members verifying eligibility for advancement by May 1, 2000, based on unit credits as noted above pursuant to deadlines for completion of coursework established in MOU dated 2/10/99 and Appendix A of the Master Contract, shall receive retroactive compensation on August 1, 2000. Bargaining Unit Members verifying eligibility after May 1, 2000, shall receive retroactive compensation within the time frame established by law.

⁴ Class V implementation effective date shall be the first (1st) day of the second (2nd) semester of 1999-2000, subject to the terms and conditions identified in Appendix B-2 of this proposal.

⁵ These steps available for bargaining unit members employed as of June 30, 2000, only.

Previous Teaching Experience and Military Service Credit

Credit is allowed on the salary schedule for previous teaching experience and military service on the following basis:

- a. Teaching experience at one-step for each year, not to exceed nine steps.
- b. Military service at one-step for each twenty (20) months of active duty, not to exceed three (3) steps.
- c. A combination of teaching experience and military service shall not exceed nine (9) steps.

APPENDIX B-2

BARGAINING UNIT MEMBER SALARY PLACEMENT

The workday for Permit Teachers shall be the same as the workday for any other bargaining unit member as per Article 14, Workday, of the Master Contract between the Board of Education and the Fontana Teachers Association.

Bargaining unit members shall receive one (1) year equivalent service credit for each year of experience as a Child Development Teacher (Permit Teacher) in the Fontana Unified School District, up to a maximum of nine (9) years. This service credit will be granted for all service rather than only Post-B.A. service.

When there is a 35% attrition of the workforce hired prior to this agreement, Step 6 & 7 will be added to the final column.

Current salary schedules for employees hired prior to May 17, 2000, are found in Appendix B-3. Current salary schedules for employees hired after May 17, 2000, are found in Appendix B-3.

The salary schedule is based on a work year of one hundred eighty-two (184) days with one hundred eighty (180) days of pupil instruction. Each salary schedule derived on this agreement shall identify a specific number of workdays and shall provide two (2) days annually of fully paid teacher preparation or staff development time. Any additional work calendars for longer/shorter work year and/or longer/shorter workday will be pro-rated using salary schedules in Appendix B-3.

Summer school employment shall be voluntary and shall be compensated at the certificated hourly rate.

Class and Step Placement on Teachers Salary Schedule for Child Development Bargaining Unit Members Selected to Become Certificated Teachers

FUSD Child Development, Pre-school and Day Care teachers selected for employment as a K-12 teacher will have the opportunity to move into K-12 vacancies. Bargaining unit members selected for employment under this provision must meet minimum qualifications to be fully credentialed. When there is a planned reduction in force in the Child Development Department, bargaining unit members will need to meet only the minimum requirements of an emergency credential to be eligible for consideration.

Placement on the salary schedule will not result in a cut in pay. Salary Placement will ensure that annual compensation will not be less than the amount bargaining unit members would have earned had they remained in their current positions within the Child Development Department. When initial placement results in a bargaining unit member being placed at a rate of pay higher than what he/she would have earned in their current position, movement will not be allowed to a higher class until units have been earned consistent with placement on the salary schedule as a fully credentialed teacher. However, step movement will be allowed consistent with the current salary schedule.

APPENDIX B-3
NEW PRESCHOOL SALARY SCHEDULE
Effective 7/1/24

NEW (Hired after 5/17/2000) Preschool Teacher - 186 Days – 7 hours/day					
STEP	Permit Only	Permit with 48 Units	Permit with 72 Units	Permit with 96 Units	Permit with B.A. Degree & 120 Units
1	39,865	41,963	44,169	46,381	48,698
2	41,257	43,430	45,714	48,000	50,400
3	41,060	44,953	47,316	49,680	52,165
4	44,193	46,520	48,974	51,416	53,991
5	45,740	48,151	50,685	53,218	55,881
6					57,836
7					59,861

NEW (Hired after 5/17/2000) Early Education Support Teacher - 214 Days – 8 hours/day					
STEP	Permit Only	Permit with 48 Units	Permit with 72 Units	Permit with 96 Units	Permit with B.A. Degree & 120 Units
1	52,493	55,255	58,160	61,071	64,124
2	54,327	57,189	60,195	63,204	66,365
3	56,230	59,194	62,306	65,419	68,691
4	58,191	61,255	64,487	67,705	71,093
5	60,230	63,405	66,741	70,075	73,582
6					76,157
7					78,822

Comprehensive Benefits Package Includes: Medical, Dental, Vision and Life Insurance

*Longevity is based on initial step placement at time of hire and years of service in Fontana Unified School District Certificated Bargaining Unit, effective July 1, 2024.

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LONGEVITY*	
Years Completed	Amount
17	\$ 1,188.00
21	\$ 2,376.00
25	\$ 3,564.00
29	\$ 4,752.00
33	\$ 5,940.00
37	\$ 7,128.00
41	\$ 8,316.00

**GRANDFATHERED Preschool Salary Schedule
2024-2025 SCHOOL YEAR**

GRANDFATHERED (Hired on or before 5/17/2000) Preschool Teacher - 186 Days - 7 hours/day				
STEP	Permit with 60 Units	Permit with 90 Units	Permit with 120 Units	Permit with B.A. Degree
1	41,195	44,172	47,183	54,987
2	42,674	45,677	48,654	56,497
3	44,172	47,183	50,154	57,994
4	45,677	48,654	51,650	59,504
5	47,183	50,154	53,161	61,006

GRANDFATHERED (Hired on or before 5/17/2000) Early Education Support Teacher - 214 Days - 8 hours/day				
STEP	Permit with 60 Units	Permit with 90 Units	Permit with 120 Units	Permit with B.A. Degree
1	54,323	58,248	62,219	72,511
2	56,274	60,235	64,160	74,503
3	58,248	62,219	66,136	76,477
4	60,235	64,160	68,111	78,468
5	62,219	66,136	70,102	80,448

Comprehensive Benefits Package Includes: Medical, Dental, Vision and Life Insurance

7/2020

PRESCHOOL SALARY SCHEDULE
Effective 1/1/25

Preschool Teacher - 186 Days – 7 hours/day					
STEP	Permit Only	Permit with 48 Units	Permit with 72 Units	Permit with 96 Units	Permit with B.A. Degree & 120 Units
1	40,662	42,802	45,053	47,308	49,672
2	42,082	44,298	46,628	48,960	51,408
3	43,556	45,852	48,263	50,674	53,208
4	45,076	47,450	49,953	52,445	55,071
5	46,655	49,114	51,699	54,282	56,998
6					58,993
7					61,058

Early Education Support Teacher - 214 Days – 8 hours/day					
STEP	Permit Only	Permit with 48 Units	Permit with 72 Units	Permit with 96 Units	Permit with B.A. Degree & 120 Units
1	53,543	56,360	59,323	62,292	65,407
2	55,414	58,333	61,399	64,468	67,692
3	57,355	60,378	63,552	66,727	70,064
4	59,355	62,481	65,776	69,059	72,514
5	61,434	64,673	68,076	71,476	75,053
6					77,680
7					80,398

Comprehensive Benefits Package Includes: Medical, Dental, Vision and Life Insurance

*Longevity is based on initial step placement at time of hire and years of service in Fontana Unified School District Certificated Bargaining Unit, effective July 1, 2024.

Bd App: 5/29/24

LONGEVITY*

Years Completed	Amount
17	\$1,188.00
21	\$2,376.00
25	\$3,564.00
29	\$4,752.00
33	\$5,940.00
37	\$7,128.00
41	\$8,316.00

APPENDIX B-4

PROFESSIONAL GROWTH

PREAMBLE

- a. Appendix A of the Master Contract, as amended by the MOU dated 2/10/99, regarding class advancement for CSP Teachers, shall apply.
- b. Advancement to Class V (Professional Growth) of the Certificated Salary Schedule (Appendix B-1) of the Master Contract, shall be governed by the following terms and conditions:

ELIGIBILITY

- a. Bargaining Unit Members shall have a minimum of eighteen (18), twenty-two (22) or twenty-six (26) years of service in the Fontana Unified School District, respectively.
- b. Eligibility for placement on Step 18, effective the first day of the second (2nd) semester 1999/2000, shall be based on verification of completion of qualifying units per the deadlines established in Appendix A and the MOU regarding class advancement for CSP Teachers dated 2/10/99.

STEP MOVEMENT

- a. Bargaining Unit Members who as of July 1, 2000, had sixty-four (64) units including an MA, may advance to Class V, Step 18 using units previously acquired.
- b. Except for those qualifying under III-a above, placement on Step 18 and movement to Steps 22 and 26 shall require four (4) units (or the equivalent) of district approved training based on a ratio of fifteen (15) hours per unit for each cell prior to placement on the appropriate step. Units shall be in education-related, major field of credential or local authorization or other district-approved areas of training.
- c. Salary credit may not be granted for credit units or district-approved training 2 completed while the bargaining unit member is in paid status.

UNITS "BANKED" PRIOR TO THIS AGREEMENT

- a. Language regarding Banking Units applies only to bargaining unit members who were in Class IV for the 1999/2000 school year and who have twenty-two (22) or twenty-six (26) years of service in Fontana as of July 1, 2000.
- b. Effective July 1, 2001, bargaining unit members eligible for Professional Growth (Class V) who have accrued units in excess of sixty-four (64) units including MA, shall be allowed to advance up to one-step per year beginning with movement to Step 18. Movements to Step 22 and/or 26 may utilize units acquired provided that such units were completed within the last four (4) years prior to each step movement in education-related areas.

APPENDIX C

SUPPLEMENTARY SALARY SCHEDULE

If a new job classification is established, the District will negotiate with the Association over the appropriate salary for that classification. If possible, said negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled.

If there is any substantial change in the duties of any existing job classification, the District will negotiate with the Association regarding possible modification in the salary for such position; and any modification in the salary for such position agreed to will become effective on the first day that the change in duties become effective.

Any open Athletic Coaching Appendix C positions must be electronically posted throughout the districts for five (5) workdays. All other positions must be posted at the site for five (5) workdays. In the event that a Principal intends to open a previously filled position, the person who holds the position must be electronically notified of the change prior to posting.

All interested Certificated Bargaining Unit members must apply in writing or electronically. All applicants must be notified, in writing or electronically, of Appendix C staffing decisions by the end of the school year. A complete listing of Appendix C positions and who filled each position must be electronically posted at each site.

The following positions are included in Appendix C:

SPECIAL JOB CLASSIFICATION	FACTOR ON INCUMBENT'S POSITION ON SALARY SCHEDULE
Teacher on Assignment	.13 (196 days 8 consecutive hours a day)
Lead Nurse	.044
Lead Speech Therapist	.044
Lead Teacher, Adaptive P.E.	.044

Bargaining unit members serving in the following special assignments shall be paid in accordance with the following formula:

Factor x Class A, Step 1 (base rate), effective July 1, 2023.

Hourly Rate: (.001) factor of Class A, Step 1, effective July 1, 2023.

ELEMENTARY SCHOOLS	FACTOR
Instructional Leadership Team (ILT) (Not to Exceed 6, 7 positions allowed if 6th grade on site)	0.016
Preschool Teacher	30 Hours at Certificated Hourly Rate

MIDDLE SCHOOLS	FACTOR
Academic Pentathlon Coach	0.035
Assistant Academic Pentathlon Coach (Not to Exceed 3)	0.016
A.S.B. Advisor	0.040
Department Chair (Not to Exceed 8)	0.040
Drama Director (with one (1) play production per semester)	0.040
Cheer or Drill Team Advisor	0.040
Instructional Leadership Team (ILT) (Not to Exceed 9)	0.016
Intramural Director	0.040
Intramural Activities Coordinator (Not to Exceed 3 per semester)	0.016
Performing Band Director	0.040
Vocal Director	0.040
Yearbook/Newspaper Advisor	0.040

HIGH SCHOOLS	FACTOR
A.S.B. Advisor	0.130
Academic Decathlon Coach Head	0.055
Academic Decathlon Assistant Coach (4)	0.016
Band Director	0.088
Band Assistant (6)	0.020
Dance Competition Team Head	0.088
Dance Competition Team Assistant (1)	0.065
Department Chair 10 or More FTE	0.080
Department Chair 5-9 FTE	0.040

Department Chair Less Than 5 FTE (FACTOR is per FTE)	0.008
Drama Director (max 2 per year)	0.045
Drill Team Advisor	0.055
Instructional Leadership Team (ILT) (Not to Exceed 9)	0.016
Mock Trial Coordinator	0.055
Mock Trial Assistant Coach (1)	0.016
Musical Director	0.080
Musical Assistant Director (5)	0.048
Newspaper Advisor	0.033
Speech and Debate Coach (1-12 tournaments per year)	0.088
Speech and Debate Coach (more than 12 tournaments per year)	0.112
Tall Flags Advisor	0.055
Vocal Director	0.048
Yearbook	0.047

HIGH SCHOOLS: SPORTS	FACTOR
Baseball, Boys'	
Head	0.088
Assistant (2)	0.065
JV	0.065
Freshman	0.065
Basketball, Boys'	
Head	0.088
Assistant (2)	0.065
JV	0.065
Freshman	0.065
Basketball, Girls'	
Head	0.088
Assistant (2)	0.065
JV	0.065
Freshman	0.065
Cheer: Sideline	
Head	0.088
Assistant (1)	0.065
JV	0.065

Freshman	0.065
Cheer: Competition	
Head	0.088
Assistant (2)	0.065
JV	0.065
Cross Country	
Head	0.088
Assistant (3)	0.065
E Sports	
Head	0.088
Assistant (1)	0.065
Football	
Head	0.112
Assistant (9)	0.088
Freshman (5)	0.065
Flag Football, Girls'	
Head	0.088
Assistant (2)	0.065
Golf, Boys'	
Head	0.088
Golf, Girls'	
Head	0.088
Soccer, Boys'	
Head	0.088
Assistant (1)	0.065
JV	0.065
Freshman	0.065
Soccer, Girls'	
Head	0.088
Assistant (1)	0.065
JV	0.065
Freshman	0.065
Softball, Girls'	
Head	0.088
Assistant (2)	0.065
JV	0.065
Freshman	0.065
Swimming	
Head	0.088

Assistant (2)	0.065
Tennis, Boys'	
Head	0.088
Assistant (1)	0.065
Tennis, Girls'	
Head	0.088
Assistant (1)	0.065
Track and Field	
Head	0.088
Assistant (5)	0.065
Volleyball, Boys'	
Head	0.088
Assistant (1)	0.065
JV	0.065
Freshman	0.065
Volleyball, Girls'	
Head	0.088
Assistant (1)	0.065
JV	0.065
Freshman	0.065
Water Polo, Boys'	
Head	0.088
Assistant (1)	0.065
JV	0.065
Water Polo, Girls'	
Head	0.088
Assistant (1)	0.065
JV	0.065
Weight Room	
Supervisor	0.088
Wrestling, Boys'	
Head	0.088
Assistant (1)	0.065
JV	0.065
Wrestling, Girls'	
Head	0.088
Assistant (1)	0.065
JV	0.065

HOURLY RATES AND PERIOD SUBSTITUTION PER ARTICLE 15

- A. All positions mentioned in Appendix C are certificated bargaining unit positions. This has been established by past practice and by contractual agreement.
- B. The District will make every effort to hire the most qualified certificated person to fill these positions.
- C. For those positions in Appendix C that do not legally require certification (coaches), the District may hire a qualified non-certificated person if no qualified certificated person has applied.
- D. All openings for vacant or newly created Appendix C positions shall be advertised and posted at each school.

ROTC STAFF "STIPEND ADJUSTMENTS"

Whereas, members of the ROTC staff have, by long-standing past practice, received their cost-of-living salary adjustments on the basis of the Department of Defense adjustment which is usually established in January of each year, and

Whereas, the FTA has agreed that this practice is acceptable given the unique salary structure which must be used for compensation of ROTC staff members and the unique work year for these employees, and

Whereas, the "stipend" portion of salary received by ROTC members was established as an offset to net income losses which would otherwise be experienced by ROTC staff when they accept this position, and

Whereas, the "stipend" portion of salary has not been adjusted by annual cost-of living adjustments through what appears to be an oversight or misunderstanding by all parties. Now, therefore, it is agreed and understood by the parties as follows:

- A. Effective July 1, 1998, the "stipend" portion of ROTC staff members' salaries will be adjusted from \$6,000 to \$6,600 annually for Associate Instructors and from \$7,200 to \$7,920 annually for Instructors.
- B. The "stipend" portion of salary shall be adjusted annually at the same rate as the Department of Defense cost-of-living adjustment which is applied to the salary pursuant to notification from the Department of Defense.

COMBINATION CLASS STIPEND

- A. Effective July 1, 2023, the stipend for bargaining unit member teaching elementary school combination classes pursuant to Article 14, Sections 14.4.2 shall be base on the factor of .016.

APPENDIX D
OBSERVATION FORM

DETAILED INFORMATION IN RELATION TO OBSERVATION FORM.

ACTIVITY (Method and Techniques)

The lesson, lecture, demonstration, discussion, panel, student reports.

EQUIPMENT USED (If Any)

A.V., other aids (commercial or homemade), sufficient quantity.

RESPONSE OF STUDENTS

Attentiveness, interaction (verbal), appearance of understanding lesson, demonstration of skill, students exhibit what instructor expects of them.

ORGANIZATION

Opening and ending procedures, grouping, necessary material readily available, optimum use of time, lesson plans, organized and in sufficient detail to enable teacher to maintain continuity.

APPEARANCE OF ROOM OR AREA (Within Control of Teacher)

Neatness, organized, light, heat, bulletin boards, pleasant atmosphere, is room shared.

FACTORS AFFECTING CLASS

Number of students, composition of class, interruptions, weather, activity that day or previous and subsequent to, Special Education students.

CLASSROOM OBSERVATION AND CONFERENCE FORM

PROBATIONARY 1 <input type="checkbox"/> 2 <input type="checkbox"/>	ENROLLMENT:	EVALUATEE:	
PERMANENT <input type="checkbox"/>	# PRESENT:	SCHOOL:	
SUBJECT & GRADE:		DATE:	
ABILITY LEVEL: LOW <input type="checkbox"/>	AVERAGE <input type="checkbox"/>	HIGH <input type="checkbox"/>	OTHER <input type="checkbox"/>
PERIOD:	LENGTH OF OBSERVATION:		

Areas for Comment: Activity, equipment and materials, student response, organization,
 appearance of room, factors affecting class.

OBSERVER'S COMMENTS:

Teacher Signature: _____

Observer: _____

Position: _____

TEACHER COMMENT:

CERTIFICATED PERSONNEL EVALUATION

NON-PERMANENT

Name: _____	School: _____	School Year: _____	Evaluator: _____
Contract Status: _____		Assignment: _____	
Standard selected by the teacher: Teacher's Initials: _____	Goal: SEE ATTACHED STANDARDS AND KEY ELEMENTS CONFERENCE FORM		
Standard selected by the evaluator: Evaluator's Initials: _____	Goal: SEE ATTACHED STANDARDS AND KEY ELEMENTS CONFERENCE FORM		
Standard selected jointly by teacher and evaluator: Teacher's Initials: _____ Evaluator's Initials: _____	Goal: SEE ATTACHED STANDARDS AND KEY ELEMENTS CONFERENCE FORM (Attach separate page, if necessary)		
The goals written to Standards have been reviewed and agreed upon as of this date but may be modified per Article 9 of the Contract.			
Evaluator Signature: _____ Date: _____ Employee Signature: _____ Date: _____			
RATINGS: D-Distinguished: Exceeds California Standards for the Teaching Profession DE-Developing: Developing to meet California Standards for the Teaching Profession		P-Proficient: Meets California Standards for the Teaching Profession U-Unsatisfactory: Does not meet California Standards for the Teaching Profession	
This evaluation document is based on the California Standards for the Teaching Profession (CSTP). <ul style="list-style-type: none"> • Giving a Distinguished rating requires the evaluator to provide written justification and evidence as to how the employee exceeds the Key Element or Standard. • Rating of Unsatisfactory requires the evaluator to provide written evidence to support the rating. 			
<input type="checkbox"/> 1st Evaluation Rating	<input type="checkbox"/> OVERALL RATING:	Recommendation:	
Evaluator Signature: _____ Date: _____ Employee's Comments: Attach Separate Page		Employee Signature: _____ Date: _____ My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with the conclusions of the evaluator.	
<input type="checkbox"/> 2nd Evaluation Rating	<input type="checkbox"/> OVERALL RATING:	Recommendation:	
Evaluator Signature: _____ Date: _____ Employee's Comments: Attach Separate Page		Employee Signature: _____ Date: _____ My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with the conclusions of the evaluator.	

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

STANDARD 1

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	1.1 Using knowledge of students to engage them in learning	The teacher seldom uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher occasionally uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher regularly uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher makes ongoing use of information provided by district, school, and family, to guide instruction to promote student engagement or learning. The teacher facilitates as students take ownership of their learning.
	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	The teacher seldom makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher seldom elicits questions from students during a lesson to monitor their understanding.	The teacher occasionally makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher occasionally elicits questions from students during a lesson to monitor their understanding.	The teacher regularly makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher regularly elicits questions from students during a lesson to monitor their understanding.	The teacher facilitates as students connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals. The teacher elicits questions from students during a lesson to monitor their understanding.
	1.3 Connecting subject matter to meaningful, real-life contexts	The teacher seldom uses real-life connections during instruction. The teacher seldom seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher occasionally uses real-life connections during instruction. The teacher occasionally seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher regularly uses real-life connections during instruction. The teacher regularly seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher makes ongoing use of real-life connections during instruction. The teacher seeks feedback from students regarding relevance of subject matter to students' lives.
	1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	The teacher seldom uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher seldom makes adjustments to respond to students' diverse needs.	The teacher occasionally uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher occasionally responds to students' diverse needs.	The teacher regularly uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher makes regular adjustments to respond to students' diverse needs.	The teacher makes ongoing use of a wide range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher makes ongoing adjustments to respond to students' diverse needs.
	1.5 Promoting critical thinking through inquiry, problem solving, and reflection	The teacher seldom provides learning opportunities for students to engage in problem solving, analysis, or inquiry. The students are seldom given opportunities to communicate their learning using clear and precise academic language.	The teacher occasionally provides learning opportunities for students to engage in problem solving, analysis, or inquiry. The students are given occasional opportunities to communicate their learning using clear and precise academic language.	The teacher regularly guides and supports students in problem solving, analysis, or inquiry. The students are regularly provided with opportunities to communicate their learning using clear and precise academic language.	The teacher acts as facilitator as all students extend thinking, and engage in problem solving, analysis, or inquiry. The students communicate their learning using clear and precise academic language.
	1.6 Monitoring student learning and adjusting instruction while teaching	The teacher seldom checks for understanding during lessons and seldom makes adjustments to instruction based on students' needs.	The teacher occasionally checks for understanding during lessons and occasionally makes adjustments to instruction based on students' needs.	The teacher regularly checks for understanding during lessons and makes ongoing adjustments to instruction based on students' needs.	The teacher extends learning opportunities for students during lessons and makes ongoing adjustments to instruction based on students' needs.

Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

STANDARD 2

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	The teacher seldom promotes the social development and self-esteem of students. The teacher seldom promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher occasionally promotes the social development and self-esteem of students. The teacher occasionally promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher regularly promotes the social development and self-esteem of students. The teacher regularly promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher facilitates the social development and self-esteem of students. The teacher facilitates as students respect diversity, assume leadership, and behave responsibly in a group setting.
	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	The physical or virtual learning environment seldom supports student learning. There is seldom structured interaction between students to support learning.	The teacher occasionally creates a physical or virtual learning environment that supports student learning. The teacher occasionally structures interaction between students to support learning.	The teacher regularly creates a physical or virtual learning environment that supports student learning. The teacher regularly structures interaction between students to support learning.	The physical or virtual learning environment supports student learning. The teacher facilitates structured interaction between students to support learning.
	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	The teacher seldom establishes a safe physical, intellectual, and emotional environment. There is seldom appropriate response to behaviors that impact student safety.	The teacher occasionally establishes a safe physical, intellectual, and emotional environment. The teacher occasionally responds appropriately to behaviors that impact student safety.	The teacher regularly establishes a safe physical, intellectual, and emotional environment. The teacher regularly responds appropriately to behaviors that impact student safety.	The teacher shares responsibility with students for the establishment and maintenance of a safe physical, intellectual, and emotional environment. Students maintain intellectual and emotional safety for themselves and others in the classroom.
	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	The teacher seldom holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher seldom integrates rigor that values accuracy, analysis, problem-solving, and critical thinking.	The teacher occasionally holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher occasionally applies rigor that values accuracy, analysis, problem-solving, and critical thinking.	The teacher regularly holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher regularly applies rigor that values accuracy, analysis, problem-solving, and critical thinking.	The teacher holds high expectations for students and adjusts lessons as needed for students' success. The teacher establishes a rigorous learning environment in which students take leadership in learning that values analysis, problem-solving, and critical thinking.
	2.5 Developing, communicating, and maintaining high standards for individual and group behavior	The teacher seldom communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher occasionally communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher regularly communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher establishes a positive environment using behavioral expectation systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.
	2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	The teacher seldom maintains use of routines and procedures. The teacher seldom promotes positive behaviors and seldom responds appropriately to behaviors disruptive to the learning climate.	The teacher occasionally maintains use of routines and procedures. The teacher occasionally promotes positive behaviors and occasionally responds appropriately to behaviors disruptive to the learning climate.	The teacher regularly maintains use of routines and procedures. The teacher regularly promotes positive behaviors and regularly responds appropriately to behaviors disruptive to the learning climate.	The teacher and students develop routines and procedures that maximize learning. Students share responsibility for maintaining a positive classroom climate.
	2.7 Using instructional time to optimize learning	The teacher seldom uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher occasionally uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher regularly uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher and students use organization, pacing, and ongoing engagement to maximize the use of instructional time.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

STANDARD 3

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	The teacher demonstrates minimal knowledge of key concepts, current academic content standards, and curriculum frameworks while incorporating minimal perspectives, and supporting some student learning.	The teacher demonstrates basic knowledge of key concepts, current academic content standards, and curriculum frameworks, while incorporating limited perspectives, and supporting some student learning.	The teacher regularly uses a broad knowledge of key concepts, current academic content standards, and curriculum frameworks, while incorporating multiple perspectives, and supporting student learning.	The teacher uses extensive knowledge of subject matter, key concepts, and research to guide students to make relevant connections to current academic content standards during instruction to extend their learning.
	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	The teacher demonstrates minimal knowledge of the range of student development needed to make instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher demonstrates basic knowledge of the range of student development needed to make instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher regularly applies knowledge of the range of student development to instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher utilizes comprehensive knowledge of student development to facilitate as all students develop proficiencies and understand subject matter, including related academic language.
	3.3 Organizing curriculum to facilitate student understanding of the subject matter	The teacher demonstrates minimal knowledge of curriculum, student readiness to learn, cultural perspectives, and resources, but fails to organize instruction and facilitate student understanding of subject matter.	The teacher demonstrates basic knowledge of curriculum, student readiness to learn, cultural perspectives, and resources, while occasionally organizing instruction to facilitate student understanding of subject matter.	The teacher regularly uses knowledge of curriculum, student readiness to learn, cultural perspectives, and resources to effectively organize instruction and facilitate student understanding of subject matter.	The teacher uses knowledge of curriculum, student readiness to learn, cultural perspectives, and resources to expertly organize instruction and facilitate student understanding of subject matter.
	3.4 Utilizing instructional strategies that are appropriate to the subject matter	The teacher seldom integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher occasionally integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher regularly integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher uses a repertoire of instructional strategies to make content accessible to all students. The teacher facilitates as students challenge themselves to think critically and to deepen their knowledge of 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	The teacher seldom uses standards-aligned and adopted instructional materials, resources, and technologies to support the curriculum, make subject matter accessible to students, and meet students' diverse needs.	The teacher occasionally uses standards-aligned and adopted instructional materials, resources, and technologies to support the curriculum, make subject matter accessible to students, and meet students' diverse needs.	The teacher regularly uses standards-aligned and adopted instructional materials, resources, and technologies to support the curriculum, make subject matter accessible to students, and meet students' diverse needs.	The teacher uses standards-aligned and adopted instructional materials, resources, and technologies into the curriculum to facilitate as students engage and extend critical thinking about subject matter.
	3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content	The teacher seldom develops and adapts instruction to provide a wide range of supports for all English Learners and students with special needs. The teacher seldom assesses strengths and competencies to provide appropriate challenge and accommodations in instruction based on ELD standards and IEP goals.	The teacher occasionally develops and adapts instruction to provide a wide range of support for all English Learners and students with special needs. The teacher occasionally assesses strengths and competencies to provide appropriate challenge and accommodations in instruction based on ELD standards and IEP goals.	The teacher regularly develops and adapts instruction to provide a wide range of supports for all English Learners and students with special needs. The teacher regularly assesses strengths and competencies to provide appropriate challenge and accommodations in instruction based on ELD standards and IEP goals.	The teacher facilitates and supports all English Learners and students with special needs as they actively engage to assess, and monitor their own strengths, learning needs, and achievements in accessing content.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

STANDARD 4

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	The teacher's instructional plans seldom reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans occasionally reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans regularly reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans support and extend student learning based on comprehensive information about the students.
	4.2 Establishing and articulating goals for student learning	The teacher's instructional goals are seldom established, articulated, and reinforced with students. Learning goals are seldom challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are occasionally established, articulated, and reinforced with students. Learning goals are occasionally challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are regularly well established, articulated, and reinforced with students. Learning goals are challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are well established, articulated, differentiated, and reinforced with students. The teacher assists students to articulate and monitor their own learning goals.
	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	The teacher seldom develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is seldom differentiated based on assessment data to ensure all students' learning needs are met.	The teacher occasionally develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is occasionally differentiated based on assessment data to ensure all students' learning needs are met.	The teacher regularly develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is differentiated based on assessment data to ensure all students' learning needs are met.	The teacher refines short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is differentiated and students use assessment data to reflect upon and monitor their own learning.
	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	The teacher seldom plans instruction that incorporates strategies suggested by curriculum and district guidelines. The teacher seldom demonstrates awareness of student learning needs.	The teacher occasionally plans instruction that incorporates strategies suggested by curriculum and district guidelines. The teacher occasionally demonstrates awareness of student learning needs.	The teacher regularly plans instruction that incorporates strategies suggested by curriculum and district guidelines. The teacher regularly demonstrates awareness of student learning needs.	The teacher plans instruction that incorporates a repertoire of strategies to specifically meet the diverse learning needs of all students. The teacher facilitates opportunities for students to reflect on assessment data to meet their learning needs.
	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	The teacher seldom applies knowledge of the purposes, characteristics, and uses of different types of assessments to support learning.	The teacher occasionally applies knowledge of the purposes, characteristics, and uses of different types of assessments to support learning.	The teacher regularly adapts instructional plans and curricular materials to meet the assessed learning needs of all students.	The teacher anticipates and plans for a wide range of adaptations to instructional plans based on in-depth analysis of individual learning needs of all students.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**ASSESSING STUDENT LEARNING
STANDARD 5**

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments	The teacher seldom applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher occasionally applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher regularly applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher designs and adapts formative and summative assessments to support differentiated student learning needs and reflect progress.
	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	The teacher seldom collects and analyzes assessment data from a variety of sources to inform instruction.	The teacher occasionally collects and analyzes assessment data from a limited variety of sources to inform instruction.	The teacher regularly collects and analyzes assessment data from a variety of sources to inform instruction.	The teacher consistently collects and analyzes assessment data from a variety of sources to inform instruction. The teacher continuously utilizes data analysis to plan and differentiate instruction. The teacher reflects upon evidence of student learning.
	5.3 Reviewing data, both individually and with colleagues, to monitor student learning	The teacher seldom reviews assessment data individually or with colleagues to monitor student learning.	The teacher occasionally reviews assessment data individually or with colleagues to monitor student learning.	The teacher regularly reviews assessment data individually and with colleagues to monitor a broad range of data in order to maximize student learning.	The teacher collaborates in student assessment results data analysis with colleagues in order to monitor instruction and eliminate gaps between students' potential and their performance.
	5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	The teacher seldom uses assessment data to measure student progress and revise instruction. Learning goals are seldom revised or used to modify instruction.	The teacher occasionally uses assessment data to measure student progress and revise instruction. Learning goals are occasionally revised or used to modify instruction.	The teacher regularly uses assessment data to measure student progress and revise instruction. Learning goals are regularly revised or used to modify instruction.	The teacher continually uses assessment data to revise students' learning goals. Assessment data is used to differentiate instruction to respond to students' diverse needs.
	5.5 Involving all students in self-assessment, goal setting, and monitoring progress	The teacher seldom provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher occasionally provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher regularly provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher guides students to assess their progress and reflect on their own learning goals.
	5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	The teacher seldom uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher occasionally uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher regularly uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher continually uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.
	5.7 Using assessment information to share timely and comprehensible feedback with students and their families	The teacher seldom provides assessment information about student learning to students and their families.	The teacher occasionally provides assessment information about student learning to students and their families.	The teacher regularly initiates contact regarding assessment information about student learning to students and their families.	The teacher engages students and their families in a variety of ongoing comprehensible communications about individual student progress and ways to provide support.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

DEVELOPING AS A PROFESSIONAL EDUCATOR

STANDARD 6

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	6.1 Reflecting on teaching practice in support of student learning	The teacher seldom uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher does not formulate a professional development plan.	The teacher occasionally uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher partially formulates a professional development plan.	The teacher regularly uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher regularly formulates a professional development plan.	N/A
	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	The teacher demonstrates limited knowledge of how to establish professional goals and promote collaboration with the school. The teacher seldom engages in and contributes to professional development.	The teacher occasionally establishes and modifies professional goals based on self- assessment and feedback from a variety of sources. The teacher occasionally engages in and contributes to professional development targeted for student achievement.	The teacher regularly establishes and modifies professional goals based on self-assessment and feedback from a variety of sources. The teacher regularly engages in and contributes to professional development.	N/A
	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	The teacher seldom engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	The teacher occasionally engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	The teacher regularly engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	N/A
	6.4 Working with families to support student learning	The teacher seldom demonstrates awareness of the role of the family in student learning. The teacher seldom communicates with families in ways which show understanding of and respect for cultural norms.	The teacher occasionally provides opportunities and support for families to actively participate in student learning. The teacher occasionally communicates with families in ways which show understanding of and respect for cultural norms.	The teacher regularly provides opportunities and support for families to actively participate in student learning. The teacher regularly communicates with families in ways which show understanding of and respect for cultural norms.	N/A
	6.5 Engaging local communities in support of the instructional program	The teacher seldom uses neighborhood and community resources to support the curriculum, students, and families. The teacher seldom includes knowledge of communities when designing and implementing instruction.	The teacher occasionally uses neighborhood and community resources to support the curriculum, students, and families. The teacher occasionally includes knowledge of communities when designing and implementing instruction.	The teacher regularly uses neighborhood and community resources to support the curriculum, students, and families. The teacher regularly includes knowledge of communities when designing and implementing instruction.	N/A
	6.6 Managing professional responsibilities to maintain motivation and commitment to all students	The teacher seldom maintains and submits accurate and complete records and reports to support the learning needs of all students.	The teacher occasionally maintains and submits accurate and complete records and reports to support the learning needs of all students.	The teacher regularly maintains and submits accurate and complete records and reports. The teacher regularly maintains a commitment to support the learning needs of all students.	N/A
	6.7 Demonstrating professional responsibility, integrity, and ethical conduct	The teacher's professional responsibilities, conduct and integrity are not always demonstrated.	N/A	The teacher regularly maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances.	N/A

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

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EVALUATOR COMMENTS IN SUPPORT OF A DISTINGUISHED RATING

Please note the Standard(s) and Key Element(s) and describe specific behavior.

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

CERTIFICATED PERSONNEL EVALUATION

PERMANENT

Name: _____	School: _____	School Year: _____	Evaluator: _____
Contract Status: _____		Assignment: _____	
Standard selected by the teacher: Teacher's Initials: _____	Goal: SEE ATTACHED STANDARDS AND KEY ELEMENTS CONFERENCE FORM		
Standard selected by the evaluator: Evaluator's Initials: _____	Goal: SEE ATTACHED STANDARDS AND KEY ELEMENTS CONFERENCE FORM		
Standard selected jointly by teacher and evaluator: Teacher's Initials: _____ Evaluator's Initials: _____	Goal: SEE ATTACHED STANDARDS AND KEY ELEMENTS CONFERENCE FORM (Attach separate page, if necessary)		
The goals written to Standards have been reviewed and agreed upon as of this date but may be modified per Article 9 of the Contract.			
Evaluator Signature: _____		Date: _____	
Employee Signature: _____		Date: _____	
RATINGS: D-Distinguished: Exceeds California Standards for the Teaching Profession N-Needs Improvement: Needs improvement to meet California Standards for the Teaching Profession		P-Proficient: Meets California Standards for the Teaching Profession U-Unsatisfactory: Does not meet California Standards for the Teaching Profession	
This evaluation document is based on the California Standards for the Teaching Profession (CSTP). <ul style="list-style-type: none"> • Giving a Distinguished rating requires the evaluator to provide written justification and evidence as to how the employee exceeds the Key Element or Standard. • Rating of Unsatisfactory requires the evaluator to provide written evidence to support the rating. 			
<input type="checkbox"/> OVERALL RATING: Recommendation:			
Evaluator Signature: _____		Employee Signature: _____	
Date: _____		Date: _____	
Employee's Comments: Attach Separate Page		My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with the conclusions of the evaluator.	

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

STANDARD 1

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	1.1 Using knowledge of students to engage them in learning	The teacher seldom uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher occasionally uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher regularly uses information provided by district, school, and family to guide instruction to promote student engagement or learning.	The teacher makes ongoing use of information provided by district, school, and family, to guide instruction to promote student engagement or learning. The teacher facilitates as students take ownership of their learning.
	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	The teacher seldom makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher seldom elicits questions from students during a lesson to monitor their understanding.	The teacher occasionally makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher occasionally elicits questions from students during a lesson to monitor their understanding.	The teacher regularly makes connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher regularly elicits questions from students during a lesson to monitor their understanding.	The teacher facilitates as students connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals. The teacher elicits questions from students during a lesson to monitor their understanding.
	1.3 Connecting subject matter to meaningful, real-life contexts	The teacher seldom uses real-life connections during instruction. The teacher seldom seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher occasionally uses real-life connections during instruction. The teacher occasionally seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher regularly uses real-life connections during instruction. The teacher regularly seeks feedback from students regarding relevance of subject matter to students' lives.	The teacher makes ongoing use of real-life connections during instruction. The teacher seeks feedback from students regarding relevance of subject matter to students' lives.
	1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	The teacher seldom uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher seldom makes adjustments to respond to students' diverse needs.	The teacher occasionally uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher occasionally responds to students' diverse needs.	The teacher regularly uses a range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher makes regular adjustments to respond to students' diverse needs.	The teacher makes ongoing use of a wide range of instructional strategies, resources, and technologies that are appropriate to students' learning goals. The teacher makes ongoing adjustments to respond to students' diverse needs.
	1.5 Promoting critical thinking through inquiry, problem solving, and reflection	The teacher seldom provides learning opportunities for students to engage in problem solving, analysis, or inquiry. The students are seldom given opportunities to communicate their learning using clear and precise academic language.	The teacher occasionally provides learning opportunities for students to engage in problem solving, analysis, or inquiry. The students are given occasional opportunities to communicate their learning using clear and precise academic language.	The teacher regularly guides and supports students in problem solving, analysis, or inquiry. The students are regularly provided with opportunities to communicate their learning using clear and precise academic language.	The teacher acts as facilitator as all students extend thinking, and engage in problem solving, analysis, or inquiry. The students communicate their learning using clear and precise academic language.
	1.6 Monitoring student learning and adjusting instruction while teaching	The teacher seldom checks for understanding during lessons and seldom makes adjustments to instruction based on students' needs.	The teacher occasionally checks for understanding during lessons and occasionally makes adjustments to instruction based on students' needs.	The teacher regularly checks for understanding during lessons and makes ongoing adjustments to instruction based on students' needs.	The teacher extends learning opportunities for students during lessons and makes ongoing adjustments to instruction based on students' needs.

_____ Overall Rating (U - Unsatisfactory, N - Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

STANDARD 2

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	The teacher seldom promotes the social development and self-esteem of students. The teacher seldom promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher occasionally promotes the social development and self-esteem of students. The teacher occasionally promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher regularly promotes the social development and self-esteem of students. The teacher regularly promotes diversity awareness and students' sense of leadership and responsibility in a group setting.	The teacher facilitates the social development and self-esteem of students. The teacher facilitates as students respect diversity, assume leadership, and behave responsibly in a group setting.
	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	The physical or virtual learning environment seldom supports student learning. There is seldom structured interaction between students to support learning.	The teacher occasionally creates a physical or virtual learning environment that supports student learning. The teacher occasionally structures interaction between students to support learning.	The teacher regularly creates a physical or virtual learning environment that supports student learning. The teacher regularly structures interaction between students to support learning.	The physical or virtual learning environment supports student learning. The teacher facilitates structured interaction between students to support learning.
	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	The teacher seldom establishes a safe physical, intellectual, and emotional environment. There is seldom appropriate response to behaviors that impact student safety.	The teacher occasionally establishes a safe physical, intellectual, and emotional environment. The teacher occasionally responds appropriately to behaviors that impact student safety.	The teacher regularly establishes a safe physical, intellectual, and emotional environment. The teacher regularly responds appropriately to behaviors that impact student safety.	The teacher shares responsibility with students for the establishment and maintenance of a safe physical, intellectual, and emotional environment. Students maintain intellectual and emotional safety for themselves and others in the classroom.
	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	The teacher seldom holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher seldom integrates rigor that values accuracy, analysis, problem-solving, and critical thinking.	The teacher occasionally holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher occasionally applies rigor that values accuracy, analysis, problem-solving, and critical thinking.	The teacher regularly holds high expectations for students and integrates appropriate strategies to address achievement gaps. The teacher regularly applies rigor that values accuracy, analysis, problem-solving, and critical thinking.	The teacher holds high expectations for students and adjusts lessons as needed for students' success. The teacher establishes a rigorous learning environment in which students take leadership in learning that values analysis, problem-solving, and critical thinking.
	2.5 Developing, communicating, and maintaining high standards for individual and group behavior	The teacher seldom communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher occasionally communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher regularly communicates and integrates equitable behavioral expectations, support for positive behavior, and consequences for individual and group standards for behavior within and across learning activities.	The teacher establishes a positive environment using behavioral expectation systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.
	2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	The teacher seldom maintains use of routines and procedures. The teacher seldom promotes positive behaviors and seldom responds appropriately to behaviors disruptive to the learning climate.	The teacher occasionally maintains use of routines and procedures. The teacher occasionally promotes positive behaviors and occasionally responds appropriately to behaviors disruptive to the learning climate.	The teacher regularly maintains use of routines and procedures. The teacher regularly promotes positive behaviors and regularly responds appropriately to behaviors disruptive to the learning climate.	The teacher and students develop routines and procedures that maximize learning. Students share responsibility for maintaining a positive classroom climate.
	2.7 Using instructional time to optimize learning	The teacher seldom uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher occasionally uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher regularly uses organization, proper pacing, and student engagement to maximize the use of instructional time.	The teacher and students use organization, pacing, and ongoing engagement to maximize the use of instructional time.

_____ Overall Rating (U - Unsatisfactory, N - Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

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UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

STANDARD 3

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	The teacher demonstrates minimal knowledge of key concepts, current academic content standards, and curriculum frameworks while incorporating minimal perspectives, and supporting some student learning.	The teacher demonstrates basic knowledge of key concepts, current academic content standards, and curriculum frameworks, while incorporating limited perspectives, and supporting some student learning.	The teacher regularly uses a broad knowledge of key concepts, current academic content standards, and curriculum frameworks, while incorporating multiple perspectives, and supporting student learning.	The teacher uses extensive knowledge of subject matter, key concepts, and research to guide students to make relevant connections to current academic content standards during instruction to extend their learning.
	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	The teacher demonstrates minimal knowledge of the range of student development needed to make instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher demonstrates basic knowledge of the range of student development needed to make instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher regularly applies knowledge of the range of student development to instructional decisions to ensure student understanding of subject matter, including related academic language.	The teacher utilizes comprehensive knowledge of student development to facilitate as all students develop proficiencies and understand subject matter, including related academic language.
	3.3 Organizing curriculum to facilitate student understanding of the subject matter	The teacher demonstrates minimal knowledge of curriculum, student readiness to learn, cultural perspectives, and resources, but fails to organize instruction and facilitate student understanding of subject matter.	The teacher demonstrates basic knowledge of curriculum, student readiness to learn, cultural perspectives, and resources, while occasionally organizing instruction to facilitate student understanding of subject matter.	The teacher regularly uses knowledge of curriculum, student readiness to learn, cultural perspectives, and resources to effectively organize instruction and facilitate student understanding of subject matter.	The teacher uses knowledge of curriculum, student readiness to learn, cultural perspectives, and resources to expertly organize instruction and facilitate student understanding of subject matter.
	3.4 Utilizing instructional strategies that are appropriate to the subject matter	The teacher seldom integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher occasionally integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher regularly integrates appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of the content within and across subject areas.	The teacher uses a repertoire of instructional strategies to make content accessible to all students. The teacher facilitates as students challenge themselves to think critically and to deepen their knowledge of 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	The teacher seldom uses standards-aligned and adopted instructional materials, resources, and technologies to support the curriculum, make subject matter accessible to students, and meet students' diverse needs.	The teacher occasionally uses standards-aligned and adopted instructional materials, resources, and technologies to support the curriculum, make subject matter accessible to students, and meet students' diverse needs.	The teacher regularly uses standards-aligned and adopted instructional materials, resources, and technologies to support the curriculum, make subject matter accessible to students, and meet students' diverse needs.	The teacher uses standards-aligned and adopted instructional materials, resources, and technologies into the curriculum to facilitate as students engage and extend critical thinking about subject matter.
	3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content	The teacher seldom develops and adapts instruction to provide a wide range of supports for all English Learners and students with special needs. The teacher seldom assesses strengths and competencies to provide appropriate challenge and accommodations in instruction based on ELD standards and IEP goals.	The teacher occasionally develops and adapts instruction to provide a wide range of support for all English Learners and students with special needs. The teacher occasionally assesses strengths and competencies to provide appropriate challenge and accommodations in instruction based on ELD standards and IEP goals.	The teacher regularly develops and adapts instruction to provide a wide range of supports for all English Learners and students with special needs. The teacher regularly assesses strengths and competencies to provide appropriate challenge and accommodations in instruction based on ELD standards and IEP goals.	The teacher facilitates and supports all English Learners and students with special needs as they actively engage to assess, and monitor their own strengths, learning needs, and achievements in accessing content.

_____ Overall Rating (U - Unsatisfactory, N - Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

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PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

STANDARD 4

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction	The teacher's instructional plans seldom reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans occasionally reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans regularly reflect instruction based on knowledge of students' academic readiness, language proficiency, cultural background, and individual development.	The teacher's instructional plans support and extend student learning based on comprehensive information about the students.
	4.2 Establishing and articulating goals for student learning	The teacher's instructional goals are seldom established, articulated, and reinforced with students. Learning goals are seldom challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are occasionally established, articulated, and reinforced with students. Learning goals are occasionally challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are regularly well established, articulated, and reinforced with students. Learning goals are challenging and differentiated to address students' diverse learning needs.	The teacher's instructional goals are well established, articulated, differentiated, and reinforced with students. The teacher assists students to articulate and monitor their own learning goals.
	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning	The teacher seldom develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is seldom differentiated based on assessment data to ensure all students' learning needs are met.	The teacher occasionally develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is occasionally differentiated based on assessment data to ensure all students' learning needs are met.	The teacher regularly develops a sequence of short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is differentiated based on assessment data to ensure all students' learning needs are met.	The teacher refines short and long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards. Instruction is differentiated and students use assessment data to reflect upon and monitor their own learning.
	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	The teacher seldom plans instruction that incorporates strategies suggested by curriculum and district guidelines. The teacher seldom demonstrates awareness of student learning needs.	The teacher occasionally plans instruction that incorporates strategies suggested by curriculum and district guidelines. The teacher occasionally demonstrates awareness of student learning needs.	The teacher regularly plans instruction that incorporates strategies suggested by curriculum and district guidelines. The teacher regularly demonstrates awareness of student learning needs.	The teacher plans instruction that incorporates a repertoire of strategies to specifically meet the diverse learning needs of all students. The teacher facilitates opportunities for students to reflect on assessment data to meet their learning needs.
	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	The teacher seldom applies knowledge of the purposes, characteristics, and uses of different types of assessments to support learning.	The teacher occasionally applies knowledge of the purposes, characteristics, and uses of different types of assessments to support learning.	The teacher regularly adapts instructional plans and curricular materials to meet the assessed learning needs of all students.	The teacher anticipates and plans for a wide range of adaptations to instructional plans based on in-depth analysis of individual learning needs of all students.

_____ Overall Rating (U - Unsatisfactory, N - Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

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**ASSESSING STUDENT LEARNING
STANDARD 5**

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments	The teacher seldom applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher occasionally applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher regularly applies knowledge of the purposes, characteristics, and uses of different types of assessments.	The teacher designs and adapts formative and summative assessments to support differentiated student learning needs and reflect progress.
	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction	The teacher seldom collects and analyzes assessment data from a variety of sources to inform instruction.	The teacher occasionally collects and analyzes assessment data from a limited variety of sources to inform instruction.	The teacher regularly collects and analyzes assessment data from a variety of sources to inform instruction.	The teacher consistently collects and analyzes assessment data from a variety of sources to inform instruction. The teacher continuously utilizes data analysis to plan and differentiate instruction. The teacher reflects upon evidence of student learning.
	5.3 Reviewing data, both individually and with colleagues, to monitor student learning	The teacher seldom reviews assessment data individually or with colleagues to monitor student learning.	The teacher occasionally reviews assessment data individually or with colleagues to monitor student learning.	The teacher regularly reviews assessment data individually and with colleagues to monitor a broad range of data in order to maximize student learning.	The teacher collaborates in student assessment results data analysis with colleagues in order to monitor instruction and eliminate gaps between students' potential and their performance.
	5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	The teacher seldom uses assessment data to measure student progress and revise instruction. Learning goals are seldom revised or used to modify instruction.	The teacher occasionally uses assessment data to measure student progress and revise instruction. Learning goals are occasionally revised or used to modify instruction.	The teacher regularly uses assessment data to measure student progress and revise instruction. Learning goals are regularly revised or used to modify instruction.	The teacher continually uses assessment data to revise students' learning goals. Assessment data is used to differentiate instruction to respond to students' diverse needs.
	5.5 Involving all students in self-assessment, goal setting, and monitoring progress	The teacher seldom provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher occasionally provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher regularly provides opportunities for students to assess their progress and reflect on their own learning goals.	The teacher guides students to assess their progress and reflect on their own learning goals.
	5.6 Using available technologies to assist in assessment, analysis, and communication of student learning	The teacher seldom uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher occasionally uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher regularly uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.	The teacher continually uses the available technology to record assessments, determine proficiency levels, and make required communications about student learning to students and their families.
	5.7 Using assessment information to share timely and comprehensible feedback with students and their families	The teacher seldom provides assessment information about student learning to students and their families.	The teacher occasionally provides assessment information about student learning to students and their families.	The teacher regularly initiates contact regarding assessment information about student learning to students and their families.	The teacher engages students and their families in a variety of ongoing comprehensible communications about individual student progress and ways to provide support.

_____ Overall Rating (U - Unsatisfactory, N - Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

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DEVELOPING AS A PROFESSIONAL EDUCATOR

STANDARD 6

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	6.1 Reflecting on teaching practice in support of student learning	The teacher seldom uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher does not formulate a professional development plan.	The teacher occasionally uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher partially formulates a professional development plan.	The teacher regularly uses reflective practice in supporting student learning and raising the level of academic achievement. The teacher regularly formulates a professional development plan.	N/A
	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development	The teacher demonstrates limited knowledge of how to establish professional goals and promote collaboration with the school. The teacher seldom engages in and contributes to professional development.	The teacher occasionally establishes and modifies professional goals based on self- assessment and feedback from a variety of sources. The teacher occasionally engages in and contributes to professional development targeted for student achievement.	The teacher regularly establishes and modifies professional goals based on self-assessment and feedback from a variety of sources. The teacher regularly engages in and contributes to professional development.	N/A
	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning	The teacher seldom engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	The teacher occasionally engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	The teacher regularly engages in collaboration with colleagues and the broader professional community to support school culture and student learning.	N/A
	6.4 Working with families to support student learning	The teacher seldom demonstrates awareness of the role of the family in student learning. The teacher seldom communicates with families in ways which show understanding of and respect for cultural norms.	The teacher occasionally provides opportunities and support for families to actively participate in student learning. The teacher occasionally communicates with families in ways which show understanding of and respect for cultural norms.	The teacher regularly provides opportunities and support for families to actively participate in student learning. The teacher regularly communicates with families in ways which show understanding of and respect for cultural norms.	N/A
	6.5 Engaging local communities in support of the instructional program	The teacher seldom uses neighborhood and community resources to support the curriculum, students, and families. The teacher seldom includes knowledge of communities when designing and implementing instruction.	The teacher occasionally uses neighborhood and community resources to support the curriculum, students, and families. The teacher occasionally includes knowledge of communities when designing and implementing instruction.	The teacher regularly uses neighborhood and community resources to support the curriculum, students, and families. The teacher regularly includes knowledge of communities when designing and implementing instruction.	N/A
	6.6 Managing professional responsibilities to maintain motivation and commitment to all students	The teacher seldom maintains and submits accurate and complete records and reports to support the learning needs of all students.	The teacher occasionally maintains and submits accurate and complete records and reports to support the learning needs of all students.	The teacher regularly maintains and submits accurate and complete records and reports. The teacher regularly maintains a commitment to support the learning needs of all students.	N/A
	6.7 Demonstrating professional responsibility, integrity, and ethical conduct	The teacher's professional responsibilities, conduct and integrity are not always demonstrated.	N/A	The teacher regularly maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances.	N/A

_____ Overall Rating (U - Unsatisfactory, N - Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

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EVALUATOR COMMENTS IN SUPPORT OF A DISTINGUISHED RATING

Please note the Standard(s) and Key Element(s) and describe specific behavior.

Evaluator Initials: _____ **Employee Initials:** _____

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SCHOOL COUNSELOR PERSONNEL EVALUATION

NON-PERMANENT

Name: _____	School: _____	School Year: _____	Evaluator: _____
Contract Status: _____		Assignment: _____	
Standard/Competency selected by the counselor: Teacher's Initials: _____		Goal: _____	
Standard/Competency selected by the evaluator: Evaluator's Initials: _____		Goal: _____	
Standard/Competency selected jointly by the counselor and evaluator: School Counselor's Initials: _____ Evaluator's Initials: _____		Goal: (Attach separate page, if necessary)	
The goals written to Standards/Competencies have been reviewed and agreed upon as of this date but may be modified per Article 9 of the Contract.			
Evaluator Signature: _____ Date: _____ Employee Signature: _____ Date: _____			
RATINGS: D-Distinguished: Exceeds Standard/Competency P-Proficient: Meets Standard/Competency		DE-Developing: Developing to meet Standard/Competency U-Unsatisfactory: Does not meet Standard/Competency	
<p>This evaluation document is based on the California Standards for the Teaching Profession (CSTP).</p> <ul style="list-style-type: none"> • Giving a Distinguished rating requires the evaluator to provide written justification and evidence as to how the employee exceeds the Key Element or Standard. • Rating of Unsatisfactory requires the evaluator to provide written evidence to support the rating. 			
<input type="checkbox"/> 1st Evaluation Rating	<input type="checkbox"/> OVERALL RATING:	Recommendation:	
Evaluator Signature: _____ Date: _____ Employee's Comments: Attach Separate Page		School Counselor Signature: _____ Date: _____ My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with the conclusions of the evaluator.	
<input type="checkbox"/> 2nd Evaluation Rating	<input type="checkbox"/> OVERALL RATING:	Recommendation:	
Evaluator Signature: _____ Date: _____ Employee's Comments: Attach Separate Page		School Counselor Signature: _____ Date: _____ My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with the conclusions of the evaluator.	

Evaluator Initials: _____ **Employee Initials:** _____

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**EVALUATION DESCRIPTORS:
SCHOOL COUNSELING PROGRAMS
STANDARD/COMPETENCY 1**

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to plan, organize, implement, and evaluate a comprehensive, developmental, results-based school counseling program that aligns with the ASCA National Model.

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	a) The school counselor establishes a climate that promotes fairness and respect.	The school counselor does not maintain a climate of fairness, caring, and respect. The pattern of school counselor response to inappropriate behavior is not fair and equitable.	The school counselor rarely maintains a climate of fairness, caring, and respect. The pattern of school counselor response to inappropriate behavior is rarely fair and equitable.	The school counselor maintains a climate of fairness, caring, and respect. The pattern of school counselor response to inappropriate behavior is fair and equitable.	The school counselor promotes and expands a climate of fairness, caring, and respect school wide. The pattern of school counselor response to inappropriate behavior is a model example to colleagues.
	b) The school counselor provides individual counseling, group counseling and crisis intervention, integrating students' backgrounds, experiences, interests, and developmental needs.	The school counselor does not provide individual counseling, group counseling and crisis intervention, integrating students' backgrounds, experiences, interests, and developmental needs.	The school counselor rarely provides individual counseling, group counseling and crisis intervention, integrating students' backgrounds, experiences, interests, and developmental needs.	The school counselor provides individual counseling, group counseling and crisis intervention, integrating students' backgrounds, experiences, interests, and developmental needs.	The school counselor consistently provides individual counseling, group counseling and crisis intervention, integrating students' backgrounds, experiences, interests, and developmental needs.
	c) The school counselor demonstrates knowledge of school counseling issues and student development.	The school counselor's working knowledge of school counseling issues and student development is inconsistently evident, does not adequately support students' needs, or may not be current.	The school counselor's working knowledge of school counseling issues and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current.	The school counselor's working knowledge of school counseling issues and basic principles of student development incorporates different perspectives, supports all students' learning and is current.	The school counselor's working knowledge of school counseling issues and basic principles of student development incorporates advanced research and successful original practices which have been shared in professional venues.
	d) The school counselor collaborates with community, family, and colleagues to increase awareness of students' needs.	The school counselor does not collaborate with colleagues, family, and community to assist students in meeting their needs.	The school counselor rarely collaborates with colleagues, family, and community to assist students in meeting their needs.	The school counselor collaborates with colleagues, family, and community to assist students in meeting their needs.	The school counselor collaborates and pursues on-going dialog with all stakeholders to help guide the school counselor in addressing the needs of students.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

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**EVALUATION DESCRIPTORS:
FOUNDATIONS
STANDARD/COMPETENCY 2**

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to establish the foundations of a school counseling program aligning with the ASCA National Model.

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	a) The school counselor supports students in the application of strategies to achieve future career success and satisfaction.	The school counselor does not support students in applying decision-making skills to career awareness, career planning, course selection or career transitions. Students are not encouraged to use research and information resources, such as the Internet, to obtain career information.	The school counselor rarely supports students in applying decision-making skills to career awareness, career planning, course selection or career transitions. Students are rarely encouraged to use research and information resources, such as the Internet, to obtain career information.	The school counselor supports students in applying decision-making skills to career awareness, career planning, course selection or career transitions. Students are encouraged to use research and information resources, such as the Internet, to obtain career information.	The school counselor teaches and supports students in applying decision-making skills to career awareness, career planning, course selection or career transitions. Students are taught and supported by the school counselor in how to use research and information resources, such as the Internet, to obtain career information.
	b) The school counselor supports students in the successful completion of school with the academic preparation essential to choose from a wide variety of substantial post-secondary options, including college.	The school counselor does not support students in establishing challenging academic goals and understanding assessment results. The school counselor rarely supports students in applying knowledge of aptitudes and interests to goal setting, and identification of postsecondary options consistent with students' interests and abilities.	The school counselor rarely supports students in establishing challenging academic goals and understanding assessment results. The school counselor rarely supports students in applying knowledge of aptitudes and interests to goal setting, and identification of postsecondary options consistent with students' interests and abilities.	The school counselor supports students in establishing challenging academic goals and understanding assessment results. The school counselor supports students in applying knowledge of aptitudes and interests to goal setting, and identification of postsecondary options consistent with students' interests and abilities.	The school counselor consistently supports students establish challenging academic goals and understands assessment results. The school counselor supports students in applying knowledge of aptitudes and interests to goal setting, and identification of postsecondary options consistent with students' needs, interests, and abilities.
	c) The school counselor demonstrates knowledge of school counseling issues and student development.	The school counselor's working knowledge of school counseling issues and student development is inconsistently evident, does not adequately support students' needs, or may not be current.	The school counselor's working knowledge of school counseling issues and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current.	The school counselor's working knowledge of school counseling issues and basic principles of student development incorporates different perspectives, supports all students' learning and is current.	The school counselor's working knowledge of school counseling issues and basic principles of student development incorporates advanced research and successful original practices which have been shared in professional venues.
	d) The school counselor facilitates students understanding of the relationship between personal achievement and career success and explains how work can help students achieve personal success and satisfaction. The school counselor promotes lifelong learning and employability skills.	The school counselor does not facilitate students understanding of the relationship between personal achievement and career success and does not explain how work can help students achieve personal success and satisfaction. The school counselor does not promote lifelong learning and employability skills.	The school counselor rarely facilitates students understanding of the relationship between personal achievement and career success and rarely explains how work can help students achieve personal success and satisfaction. The school counselor rarely promotes lifelong learning and employability skills.	The school counselor facilitates students understanding of the relationship between personal achievement and career success and explains how work can help students achieve personal success and satisfaction. The school counselor promotes lifelong learning and employability skills.	The school counselor consistently supports students' understanding of the relationship between personal achievement and career success and supports students in understanding how work can help students achieve personal success and satisfaction. The school counselor models and promotes lifelong learning and employability skills.
	e) The school counselor uses student standards, such as ASCA Student Standards, district, or state standards, to drive the implementation of a comprehensive school counseling program.	The school counselor does not use student standards, such as ASCA Student Standards, district, or state standards, to drive the implementation of a comprehensive school counseling program.	The school counselor rarely uses student standards, such as ASCA Student Standards, district, or state standards, to drive the implementation of a comprehensive school counseling program.	The school counselor uses student standards, such as ASCA Student Standards, district, or state standards, to drive the implementation of a comprehensive school counseling program.	The school counselor consistently uses student standards, such as ASCA Student Standards, district, or state standards, to drive the implementation of a comprehensive school counseling program.

Evaluator Initials: _____ Employee Initials: _____

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	f) The school counselor applies the ethical standards and principles of the school counseling profession and adheres to the legal aspects of the role of the school counselor.	The school counselor does not apply the ethical standards and principles of the school counseling profession and does not adhere to the legal aspects of the role of the school counselor.	The school counselor rarely applies the ethical standards and principles of the school counseling profession and infrequently adheres to the legal aspects of the role of the school counselor.	The school counselor applies the ethical standards and principles of the school counseling profession and adheres to the legal aspects of the role of the school counselor.	The school counselor consistently applies the ethical standards and principles of the school counseling profession and adheres to the legal aspects of the role of the school counselor.
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_____ **Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)**

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

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**EVALUATION DESCRIPTORS:
MANAGEMENT
STANDARD/COMPETENCY 3**

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to manage a school counseling program aligning with the ASCA National Model.

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	a) The school counselor complies with district and school established rules, regulations, policies and laws, and respects student confidentiality. The school counselor upholds the standards and ethics of the profession.	The school counselor does not comply with district and school established rules, regulations, policies, and laws, and does not respect student confidentiality. The school counselor does not uphold the standards and ethics of the profession.	The school counselor rarely complies with district and school established rules, regulations, policies, and laws, and rarely respects student confidentiality. The school counselor rarely upholds the standards and ethics of the profession.	The school counselor complies with district and school established rules, regulations, policies and laws, and respects student confidentiality. The school counselor upholds the standards and ethics of the profession.	The school counselor consistently complies with district and school established rules, regulations, policies, and laws, and consistently respects student confidentiality. The school counselor consistently upholds the standards and ethics of the profession.
	b) The school counselor establishes professional goals and pursues opportunities to grow professionally.	Professional goals are not established. The school counselor does not pursue opportunities to acquire new knowledge and skills and infrequently participates in the professional community.	Professional goals are rarely established. The school counselor rarely pursues opportunities to acquire new knowledge and skills and infrequently participates in the professional community.	Professional goals are developed, and the school counselor pursues opportunities to acquire new knowledge and skills and participates in the professional community.	Professional goals are developed with a fulfillment timeline and a plan to share results. The school counselor pursues appropriate opportunities to acquire new knowledge and skills and participates in the professional community to share and exchange knowledge and expertise.
	c) The school counselor utilizes and sequences school counseling activities and materials for group school counseling.	School counseling activities and materials are not appropriate to students and do not engage students in appropriate decision making. Activities are not logically sequenced within individual lessons.	School counseling activities and materials are partially appropriate to students and engage some students in appropriate decision making. Some activities are logically sequenced within individual lessons.	School counseling activities and materials are appropriate to students, are designed to make content and concepts relevant and to engage most students in appropriate decision making. Activities are logically sequenced within individual lessons.	School counseling activities and materials are appropriate to students, are designed to make content and concepts relevant and to engage all students in appropriate decision making. Activities are logically sequenced within individual and group lessons.
	d) The school counselor designs and implements action plans aligning with school and school counseling program goals.	The school counselor does not design and implement action plans aligning with school and school counseling program goals.	The school counselor rarely designs and implements action plans aligning with school and school counseling program goals.	The school counselor designs and implements action plans aligning with school and school counseling program goals.	The school counselor consistently designs and implements action plans aligning with school and school counseling program goals.

Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ Employee Initials: _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**EVALUATION DESCRIPTORS:
DELIVERY
STANDARD/COMPETENCY 4**

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to deliver a school counseling program aligning with the ASCA National Model.

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	a) The school counselor provides opportunities and support for students to engage in problem solving and in investigating and analyzing concepts and questions.	The school counselor does not provide opportunities and support for students to engage in problem solving and in investigating and analyzing concepts and questions.	The school counselor rarely provides opportunities and support for students to engage in problem solving and in investigating and analyzing concepts and questions.	The school counselor provides opportunities and support for students to engage in problem solving and in investigating and analyzing concepts and questions.	The school counselor promotes and expands opportunities and support for students to engage in problem solving and in investigating and analyzing concepts and questions.
	b) The school counselor explains the students' right to a safe and secure school environment. The school counselor helps students to differentiate among situations that require peer support, adult assistance, and professional help. The school counselor helps students identify school and community resources.	The school counselor does not explain the students' right to a safe and secure school environment. The school counselor does not help students to differentiate among situations that require peer support, adult assistance, and professional help. The school counselor does not help students to identify school and community resources.	The school counselor rarely explains the students' right to a safe and secure school environment. The school counselor rarely helps students to differentiate among situations that require peer support, adult assistance, and professional help. The school counselor rarely helps students to identify school and community resources.	The school counselor explains the students' right to a safe and secure school environment. The school counselor helps students to differentiate among situations that require peer support, adult assistance, and professional help. The school counselor helps students identify school and community resources.	The school counselor teaches students about their right to a safe and secure school environment. The school counselor teaches students how to differentiate among situations that require peer support, adult assistance, and professional help. The school counselor assists students to identify school and community resources.
	c) The school counselor promotes the development of positive attitude towards self and others. The school counselor promotes personal growth and the identification and appropriate expression of feelings. The school counselor helps students understand and use effective communication skills.	The school counselor does not promote the development of positive attitude towards self and others. The school counselor does not promote personal growth and the identification and appropriate expression of feelings. The school counselor does not help students understand and use effective communication skills.	The school counselor rarely promotes the development of positive attitude towards self and others. The school counselor rarely promotes personal growth and the identification and appropriate expression of feelings. The school counselor rarely helps students understand and use effective communication skills.	The school counselor promotes the development of positive attitude towards self and others. The school counselor promotes personal growth and the identification and appropriate expression of feelings. The school counselor helps students understand and use effective communication skills.	The school counselor models and promotes the development of positive attitude towards self and others. The school counselor models and promotes personal growth and the identification and appropriate expression of feelings. The school counselor teaches and reinforces students' understanding and use of effective communication skills.
	d) The school counselor encourages students in using a decision-making/problem solving model and in developing effective coping skills for dealing with problems. The school counselor assists students in identifying short-term and long-term goals and in developing appropriate action plans.	The school counselor does not encourage students in using a decision-making/problem solving model and in developing effective coping skills for dealing with problems. The school counselor does not assist students in identifying short-term and long-term goals and in developing appropriate action plans.	The school counselor rarely encourages students in using a decision-making/problem solving model and in developing effective coping skills for dealing with problems. The school counselor rarely assists students in identifying short-term and long-term goals and in developing appropriate action plans.	The school counselor encourages students in using a decision-making/problem solving model and in developing effective coping skills for dealing with problems. The school counselor assists students in identifying short-term and long-term goals and in developing appropriate action plans.	The school counselor uses guided practice to teach students how to use a decision-making/problem solving model and in developing effective coping skills for dealing with problems. The school counselor provided on-going support to students in identifying and pursuing short-term and long-term goals and in developing appropriate action plans.

Evaluator Initials: _____ Employee Initials: _____

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	e) The school counselor encourages a positive interest in learning, helping students to identify attitudes, knowledge, and skills that lead to successful learning both in and out of the classroom.	The school counselor does not encourage a positive interest in learning by helping students to identify attitudes, knowledge, and skills that lead to successful learning both in and out of the classroom.	The school counselor rarely encourages a positive interest in learning and rarely helps students to identify attitudes, knowledge, and skills that lead to successful learning both in and out of the classroom.	The school counselor encourages a positive interest in learning, helping students to identify attitudes, knowledge, and skills that lead to successful learning both in and out of the classroom.	The school counselor instills a positive interest in learning, mentoring students to adopt attitudes, knowledge, and skills that lead to successful learning both in and out of the classroom.
	f) The school counselor supports students' efforts to balance school studies, extracurricular activities, leisure time and family life. Students are encouraged to become involved in the community and to understand the relationship between learning and work.	The school counselor does not support students' efforts to balance school studies, extracurricular activities, leisure time and family life. Students are not encouraged to become involved in the community and to understand the relationship between learning and work.	The school counselor rarely supports students' efforts to balance school studies, extracurricular activities, leisure time and family life. Students are rarely encouraged to become involved in the community and to understand the relationship between learning and work.	The school counselor supports students' efforts to balance school studies, extracurricular activities, leisure time and family life. Students are encouraged to become involved in the community and to understand the relationship between learning and work.	The school counselor mentors and supports students' efforts in balancing school studies, extracurricular activities, leisure time and family life. The school counselor assists students in becoming involved in the community and to understand the relationship between learning and work.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ Employee Initials: _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**EVALUATION DESCRIPTORS:
ACCOUNTABILITY
STANDARD/COMPETENCY 5**

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to monitor and evaluate the processes and results of a school counseling program aligning with the ASCA National Model.

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	a) The school counselor analyzes data from “School Data Profile” and “Results Reports” to evaluate student outcomes and program effectiveness and to determine program needs.	The school counselor does not analyze data from “School Data Profile” and “Results Reports” to evaluate student outcomes and program effectiveness and to determine program needs.	The school counselor rarely analyzes data from school data profile and “School Data Profile” and “Results Reports” to evaluate student outcomes and program effectiveness and to determine program needs.	The school counselor analyzes data from school data profile and “School Data Profile” and “Results Reports” to evaluate student outcomes and program effectiveness and to determine program needs.	The school counselor consistently analyzes data from “School Data Profile” and “Results Reports” to evaluate student outcomes and program effectiveness and to determine program needs.
	b) The school counselor shares the results of the program assessment with administrators, the advisory council, and other appropriate stakeholders.	The school counselor does not share the results of the program assessment with administrators, the advisory council, and other appropriate stakeholders.	The school counselor rarely shares the results of the program assessment with administrators, the advisory council, and other appropriate stakeholders.	The school counselor shares the results of the program assessment with administrators, the advisory council, and other appropriate stakeholders.	The school counselor consistently shares the results of the program assessment with administrators, the advisory council, and other appropriate stakeholders.
	c) The school counselor identifies areas for improvement for the school counseling program.	The school counselor does not identify areas for improvement for the school counseling program.	The school counselor rarely identifies areas for improvement for the school counseling program.	The school counselor identifies areas for improvement for the school counseling program.	The school counselor consistently identifies areas for improvement for the school counseling program.
	d) The school counselor uses quantitative and qualitative data (Process, Perception, and Performance) to evaluate their school counseling program and to demonstrate program results.	The school counselor does not use quantitative and qualitative data (Process, Perception, and Performance) to evaluate their school counseling program and to demonstrate program results.	The school counselor rarely uses quantitative and qualitative data (Process, Perception, and Performance) to evaluate their school counseling program and to demonstrate program results.	The school counselor uses quantitative and qualitative data (Process, Perception, and Performance) to evaluate their school counseling program and to demonstrate program results.	The school counselor consistently uses quantitative and qualitative data (Process, Perception, and Performance) to evaluate their school counseling program and to demonstrate program results.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

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EVALUATOR COMMENTS IN SUPPORT OF A DISTINGUISHED RATING

Please note the Standard(s) and Key Element(s) and describe specific behavior.

Evaluator Initials: _____ **Employee Initials:** _____

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SCHOOL COUNSELOR PERSONNEL EVALUATION

PERMANENT

Name: _____	School: _____	School Year: _____	Evaluator: _____
Contract Status: _____		Assignment: _____	
Standard/Competency selected by the counselor: Teacher's Initials: _____		Goal: _____	
Standard/Competency selected by the evaluator: Evaluator's Initials: _____		Goal: _____	
Standard/Competency selected jointly by the counselor and evaluator: School Counselor's Initials: _____ Evaluator's Initials: _____		Goal: (Attach separate page, if necessary)	
The goals written to Standards/Competencies have been reviewed and agreed upon as of this date but may be modified per Article 9 of the Contract.			
Evaluator Signature: _____ Date: _____ Employee Signature: _____ Date: _____			
RATINGS: D-Distinguished: Exceeds Standard/Competency N-Needs Improvement: Needs improvement to meet Standard/Competency		P-Proficient: Meets Standard/Competency U-Unsatisfactory: Does not meet Standard/Competency	
This evaluation document is based on the California Standards for the Teaching Profession (CSTP). <ul style="list-style-type: none"> • Giving a Distinguished rating requires the evaluator to provide written justification and evidence as to how the employee exceeds the Key Element or Standard. • Rating of Unsatisfactory requires the evaluator to provide written evidence to support the rating. 			
<input type="checkbox"/> OVERALL RATING: _____ Recommendation: _____			
Evaluator Signature: _____ Date: _____ Employee's Comments: Attach Separate Page		Employee Signature: _____ Date: _____ My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with the conclusions of the evaluator.	

Evaluator Initials: _____ **Employee Initials:** _____

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**EVALUATION DESCRIPTORS:
SCHOOL COUNSELING PROGRAMS
STANDARD/COMPETENCY 1**

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to plan, organize, implement, and evaluate a comprehensive, developmental, results-based school counseling program that aligns with the ASCA National Model.

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	a) The school counselor establishes a climate that promotes fairness and respect.	The school counselor does not maintain a climate of fairness, caring, and respect. The pattern of school counselor response to inappropriate behavior is not fair and equitable.	The school counselor rarely maintains a climate of fairness, caring, and respect. The pattern of school counselor response to inappropriate behavior is rarely fair and equitable.	The school counselor maintains a climate of fairness, caring, and respect. The pattern of school counselor response to inappropriate behavior is fair and equitable.	The school counselor promotes and expands a climate of fairness, caring, and respect school wide. The pattern of school counselor response to inappropriate behavior is a model example to colleagues.
	b) The school counselor provides individual counseling, group counseling and crisis intervention, integrating students' backgrounds, experiences, interests, and developmental needs.	The school counselor does not provide individual counseling, group counseling and crisis intervention, integrating students' backgrounds, experiences, interests, and developmental needs.	The school counselor rarely provides individual counseling, group counseling and crisis intervention, integrating students' backgrounds, experiences, interests, and developmental needs.	The school counselor provides individual counseling, group counseling and crisis intervention, integrating students' backgrounds, experiences, interests, and developmental needs.	The school counselor consistently provides individual counseling, group counseling and crisis intervention, integrating students' backgrounds, experiences, interests, and developmental needs.
	c) The school counselor demonstrates knowledge of school counseling issues and student development.	The school counselor's working knowledge of school counseling issues and student development is inconsistently evident, does not adequately support students' needs, or may not be current.	The school counselor's working knowledge of school counseling issues and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current.	The school counselor's working knowledge of school counseling issues and basic principles of student development incorporates different perspectives, supports all students' learning and is current.	The school counselor's working knowledge of school counseling issues and basic principles of student development incorporates advanced research and successful original practices which have been shared in professional venues.
	d) The school counselor collaborates with community, family, and colleagues to increase awareness of students' needs.	The school counselor does not collaborate with colleagues, family, and community to assist students in meeting their needs.	The school counselor rarely collaborates with colleagues, family, and community to assist students in meeting their needs.	The school counselor collaborates with colleagues, family, and community to assist students in meeting their needs.	The school counselor collaborates and pursues on-going dialog with all stakeholders to help guide the school counselor in addressing the needs of students.

_____ Overall Rating (U - Unsatisfactory, NE - Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

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**EVALUATION DESCRIPTORS:
FOUNDATIONS
STANDARD/COMPETENCY 2**

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to establish the foundations of a school counseling program aligning with the ASCA National Model.

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	a) The school counselor supports students in the application of strategies to achieve future career success and satisfaction.	The school counselor does not support students in applying decision-making skills to career awareness, career planning, course selection or career transitions. Students are not encouraged to use research and information resources, such as the Internet, to obtain career information.	The school counselor rarely supports students in applying decision-making skills to career awareness, career planning, course selection or career transitions. Students are rarely encouraged to use research and information resources, such as the Internet, to obtain career information.	The school counselor supports students in applying decision-making skills to career awareness, career planning, course selection or career transitions. Students are encouraged to use research and information resources, such as the Internet, to obtain career information.	The school counselor teaches and supports students in applying decision-making skills to career awareness, career planning, course selection or career transitions. Students are taught and supported by the school counselor in how to use research and information resources, such as the Internet, to obtain career information.
	b) The school counselor supports students in the successful completion of school with the academic preparation essential to choose from a wide variety of substantial post-secondary options, including college.	The school counselor does not support students in establishing challenging academic goals and understanding assessment results. The school counselor rarely supports students in applying knowledge of aptitudes and interests to goal setting, and identification of postsecondary options consistent with students' interests and abilities.	The school counselor rarely supports students in establishing challenging academic goals and understanding assessment results. The school counselor rarely supports students in applying knowledge of aptitudes and interests to goal setting, and identification of postsecondary options consistent with students' interests and abilities.	The school counselor supports students in establishing challenging academic goals and understanding assessment results. The school counselor supports students in applying knowledge of aptitudes and interests to goal setting, and identification of postsecondary options consistent with students' interests and abilities.	The school counselor consistently supports students establish challenging academic goals and understands assessment results. The school counselor supports students in applying knowledge of aptitudes and interests to goal setting, and identification of postsecondary options consistent with students' needs, interests, and abilities.
	c) The school counselor demonstrates knowledge of school counseling issues and student development.	The school counselor's working knowledge of school counseling issues and student development is inconsistently evident, does not adequately support students' needs, or may not be current.	The school counselor's working knowledge of school counseling issues and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current.	The school counselor's working knowledge of school counseling issues and basic principles of student development incorporates different perspectives, supports all students' learning and is current.	The school counselor's working knowledge of school counseling issues and basic principles of student development incorporates advanced research and successful original practices which have been shared in professional venues.
	d) The school counselor facilitates students understanding of the relationship between personal achievement and career success and explains how work can help students achieve personal success and satisfaction. The school counselor promotes lifelong learning and employability skills.	The school counselor does not facilitate students understanding of the relationship between personal achievement and career success and does not explain how work can help students achieve personal success and satisfaction. The school counselor does not promote lifelong learning and employability skills.	The school counselor rarely facilitates students understanding of the relationship between personal achievement and career success and rarely explains how work can help students achieve personal success and satisfaction. The school counselor rarely promotes lifelong learning and employability skills.	The school counselor facilitates students understanding of the relationship between personal achievement and career success and explains how work can help students achieve personal success and satisfaction. The school counselor promotes lifelong learning and employability skills.	The school counselor consistently supports students' understanding of the relationship between personal achievement and career success and supports students in understanding how work can help students achieve personal success and satisfaction. The school counselor models and promotes lifelong learning and employability skills.
	e) The school counselor uses student standards, such as ASCA Student Standards, district, or state standards, to drive the implementation of a comprehensive school counseling program.	The school counselor does not use student standards, such as ASCA Student Standards, district, or state standards, to drive the implementation of a comprehensive school counseling program.	The school counselor rarely uses student standards, such as ASCA Student Standards, district, or state standards, to drive the implementation of a comprehensive school counseling program.	The school counselor uses student standards, such as ASCA Student Standards, district, or state standards, to drive the implementation of a comprehensive school counseling program.	The school counselor consistently uses student standards, such as ASCA Student Standards, district, or state standards, to drive the implementation of a comprehensive school counseling program.

Evaluator Initials: _____ **Employee Initials:** _____

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	f) The school counselor applies the ethical standards and principles of the school counseling profession and adheres to the legal aspects of the role of the school counselor.	The school counselor does not apply the ethical standards and principles of the school counseling profession and does not adhere to the legal aspects of the role of the school counselor.	The school counselor rarely applies the ethical standards and principles of the school counseling profession and infrequently adheres to the legal aspects of the role of the school counselor.	The school counselor applies the ethical standards and principles of the school counseling profession and adheres to the legal aspects of the role of the school counselor.	The school counselor consistently applies the ethical standards and principles of the school counseling profession and adheres to the legal aspects of the role of the school counselor.
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_____ **Overall Rating (U - Unsatisfactory, NE - Needs Improvement, P - Proficient, D - Distinguished)**

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**EVALUATION DESCRIPTORS:
MANAGEMENT
STANDARD/COMPETENCY 3**

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to manage a school counseling program aligning with the ASCA National Model.

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	a) The school counselor complies with district and school established rules, regulations, policies and laws, and respects student confidentiality. The school counselor upholds the standards and ethics of the profession.	The school counselor does not comply with district and school established rules, regulations, policies, and laws, and does not respect student confidentiality. The school counselor does not uphold the standards and ethics of the profession.	The school counselor rarely complies with district and school established rules, regulations, policies, and laws, and rarely respects student confidentiality. The school counselor rarely upholds the standards and ethics of the profession.	The school counselor complies with district and school established rules, regulations, policies and laws, and respects student confidentiality. The school counselor upholds the standards and ethics of the profession.	The school counselor consistently complies with district and school established rules, regulations, policies, and laws, and consistently respects student confidentiality. The school counselor consistently upholds the standards and ethics of the profession.
	b) The school counselor establishes professional goals and pursues opportunities to grow professionally.	Professional goals are not established. The school counselor does not pursue opportunities to acquire new knowledge and skills and infrequently participates in the professional community.	Professional goals are rarely established. The school counselor rarely pursues opportunities to acquire new knowledge and skills and infrequently participates in the professional community.	Professional goals are developed, and the school counselor pursues opportunities to acquire new knowledge and skills and participates in the professional community.	Professional goals are developed with a fulfillment timeline and a plan to share results. The school counselor pursues appropriate opportunities to acquire new knowledge and skills and participates in the professional community to share and exchange knowledge and expertise.
	c) The school counselor utilizes and sequences school counseling activities and materials for group school counseling.	School counseling activities and materials are not appropriate to students and do not engage students in appropriate decision making. Activities are not logically sequenced within individual lessons.	School counseling activities and materials are partially appropriate to students and engage some students in appropriate decision making. Some activities are logically sequenced within individual lessons.	School counseling activities and materials are appropriate to students, are designed to make content and concepts relevant and to engage most students in appropriate decision making. Activities are logically sequenced within individual lessons.	School counseling activities and materials are appropriate to students, are designed to make content and concepts relevant and to engage all students in appropriate decision making. Activities are logically sequenced within individual and group lessons.
	d) The school counselor designs and implements action plans aligning with school and school counseling program goals.	The school counselor does not design and implement action plans aligning with school and school counseling program goals.	The school counselor rarely designs and implements action plans aligning with school and school counseling program goals.	The school counselor designs and implements action plans aligning with school and school counseling program goals.	The school counselor consistently designs and implements action plans aligning with school and school counseling program goals.

_____ Overall Rating (U - Unsatisfactory, NE - Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**EVALUATION DESCRIPTORS:
DELIVERY
STANDARD/COMPETENCY 4**

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to deliver a school counseling program aligning with the ASCA National Model.

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	a) The school counselor provides opportunities and support for students to engage in problem solving and in investigating and analyzing concepts and questions.	The school counselor does not provide opportunities and support for students to engage in problem solving and in investigating and analyzing concepts and questions.	The school counselor rarely provides opportunities and support for students to engage in problem solving and in investigating and analyzing concepts and questions.	The school counselor provides opportunities and support for students to engage in problem solving and in investigating and analyzing concepts and questions.	The school counselor promotes and expands opportunities and support for students to engage in problem solving and in investigating and analyzing concepts and questions.
	b) The school counselor explains the students' right to a safe and secure school environment. The school counselor helps students to differentiate among situations that require peer support, adult assistance, and professional help. The school counselor helps students identify school and community resources.	The school counselor does not explain the students' right to a safe and secure school environment. The school counselor does not help students to differentiate among situations that require peer support, adult assistance, and professional help. The school counselor does not help students to identify school and community resources.	The school counselor rarely explains the students' right to a safe and secure school environment. The school counselor rarely helps students to differentiate among situations that require peer support, adult assistance, and professional help. The school counselor rarely helps students to identify school and community resources.	The school counselor explains the students' right to a safe and secure school environment. The school counselor helps students to differentiate among situations that require peer support, adult assistance, and professional help. The school counselor helps students identify school and community resources.	The school counselor teaches students about their right to a safe and secure school environment. The school counselor teaches students how to differentiate among situations that require peer support, adult assistance, and professional help. The school counselor assists students to identify school and community resources.
	c) The school counselor promotes the development of positive attitude towards self and others. The school counselor promotes personal growth and the identification and appropriate expression of feelings. The school counselor helps students understand and use effective communication skills.	The school counselor does not promote the development of positive attitude towards self and others. The school counselor does not promote personal growth and the identification and appropriate expression of feelings. The school counselor does not help students understand and use effective communication skills.	The school counselor rarely promotes the development of positive attitude towards self and others. The school counselor rarely promotes personal growth and the identification and appropriate expression of feelings. The school counselor rarely helps students understand and use effective communication skills.	The school counselor promotes the development of positive attitude towards self and others. The school counselor promotes personal growth and the identification and appropriate expression of feelings. The school counselor helps students understand and use effective communication skills.	The school counselor models and promotes the development of positive attitude towards self and others. The school counselor models and promotes personal growth and the identification and appropriate expression of feelings. The school counselor teaches and reinforces students' understanding and use of effective communication skills.
	d) The school counselor encourages students in using a decision-making/problem solving model and in developing effective coping skills for dealing with problems. The school counselor assists students in identifying short-term and long-term goals and in developing appropriate action plans.	The school counselor does not encourage students in using a decision-making/problem solving model and in developing effective coping skills for dealing with problems. The school counselor does not assist students in identifying short-term and long-term goals and in developing appropriate action plans.	The school counselor rarely encourages students in using a decision-making/problem solving model and in developing effective coping skills for dealing with problems. The school counselor rarely assists students in identifying short-term and long-term goals and in developing appropriate action plans.	The school counselor encourages students in using a decision-making/problem solving model and in developing effective coping skills for dealing with problems. The school counselor assists students in identifying short-term and long-term goals and in developing appropriate action plans.	The school counselor uses guided practice to teach students how to use a decision-making/problem solving model and in developing effective coping skills for dealing with problems. The school counselor provided on-going support to students in identifying and pursuing short-term and long-term goals and in developing appropriate action plans.

Evaluator Initials: _____ Employee Initials: _____

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	e) The school counselor encourages a positive interest in learning, helping students to identify attitudes, knowledge, and skills that lead to successful learning both in and out of the classroom.	The school counselor does not encourage a positive interest in learning by helping students to identify attitudes, knowledge, and skills that lead to successful learning both in and out of the classroom.	The school counselor rarely encourages a positive interest in learning and rarely helps students to identify attitudes, knowledge, and skills that lead to successful learning both in and out of the classroom.	The school counselor encourages a positive interest in learning, helping students to identify attitudes, knowledge, and skills that lead to successful learning both in and out of the classroom.	The school counselor instills a positive interest in learning, mentoring students to adopt attitudes, knowledge, and skills that lead to successful learning both in and out of the classroom.
	f) The school counselor supports students' efforts to balance school studies, extracurricular activities, leisure time and family life. Students are encouraged to become involved in the community and to understand the relationship between learning and work.	The school counselor does not support students' efforts to balance school studies, extracurricular activities, leisure time and family life. Students are not encouraged to become involved in the community and to understand the relationship between learning and work.	The school counselor rarely supports students' efforts to balance school studies, extracurricular activities, leisure time and family life. Students are rarely encouraged to become involved in the community and to understand the relationship between learning and work.	The school counselor supports students' efforts to balance school studies, extracurricular activities, leisure time and family life. Students are encouraged to become involved in the community and to understand the relationship between learning and work.	The school counselor mentors and supports students' efforts in balancing school studies, extracurricular activities, leisure time and family life. The school counselor assists students in becoming involved in the community and to understand the relationship between learning and work.

_____ Overall Rating (U - Unsatisfactory, NE - Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ Employee Initials: _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**EVALUATION DESCRIPTORS:
ACCOUNTABILITY
STANDARD/COMPETENCY 5**

School counselors should possess the knowledge, abilities, skills, and attitudes necessary to monitor and evaluate the processes and results of a school counseling program aligning with the ASCA National Model.

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	a) The school counselor analyzes data from “School Data Profile” and “Results Reports” to evaluate student outcomes and program effectiveness and to determine program needs.	The school counselor does not analyze data from “School Data Profile” and “Results Reports” to evaluate student outcomes and program effectiveness and to determine program needs.	The school counselor rarely analyzes data from school data profile and “School Data Profile” and “Results Reports” to evaluate student outcomes and program effectiveness and to determine program needs.	The school counselor analyzes data from school data profile and “School Data Profile” and “Results Reports” to evaluate student outcomes and program effectiveness and to determine program needs.	The school counselor consistently analyzes data from “School Data Profile” and “Results Reports” to evaluate student outcomes and program effectiveness and to determine program needs.
	b) The school counselor shares the results of the program assessment with administrators, the advisory council, and other appropriate stakeholders.	The school counselor does not share the results of the program assessment with administrators, the advisory council, and other appropriate stakeholders.	The school counselor rarely shares the results of the program assessment with administrators, the advisory council, and other appropriate stakeholders.	The school counselor shares the results of the program assessment with administrators, the advisory council, and other appropriate stakeholders.	The school counselor consistently shares the results of the program assessment with administrators, the advisory council, and other appropriate stakeholders.
	c) The school counselor identifies areas for improvement for the school counseling program.	The school counselor does not identify areas for improvement for the school counseling program.	The school counselor rarely identifies areas for improvement for the school counseling program.	The school counselor identifies areas for improvement for the school counseling program.	The school counselor consistently identifies areas for improvement for the school counseling program.
	d) The school counselor uses quantitative and qualitative data (Process, Perception, and Performance) to evaluate their school counseling program and to demonstrate program results.	The school counselor does not use quantitative and qualitative data (Process, Perception, and Performance) to evaluate their school counseling program and to demonstrate program results.	The school counselor rarely uses quantitative and qualitative data (Process, Perception, and Performance) to evaluate their school counseling program and to demonstrate program results.	The school counselor uses quantitative and qualitative data (Process, Perception, and Performance) to evaluate their school counseling program and to demonstrate program results.	The school counselor consistently uses quantitative and qualitative data (Process, Perception, and Performance) to evaluate their school counseling program and to demonstrate program results.

_____ Overall Rating (U - Unsatisfactory, NE - Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

EVALUATOR COMMENTS IN SUPPORT OF A DISTINGUISHED RATING

Please note the Standard(s) and Key Element(s) and describe specific behavior.

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

NURSE PERSONNEL EVALUATION

NON-PERMANENT

Name:	School:	School Year:	Evaluator:
Contract Status:		Assignment:	

(Attach separate page, if necessary)

Standard selected by the R.N.: R.N.'s Initials: _____	Goal:
Standard selected by the evaluator: Evaluator's Initials: _____	Goal:
Standard selected jointly by the Nurse and evaluator: R.N.'s Initials: ____ Evaluator's Initials: _____	Goal: (Attach separate page, if necessary)

The goals written to Standards have been reviewed and agreed upon as of this date but may be modified per Article 9 of the Contract.

Evaluator Signature: _____ Date: _____ Employee Signature: _____ Date: _____

RATINGS: D-Distinguished: Exceeds NASN Standards DE-Developing: Developing to meet NASN Standards	P-Proficient: Meets NASN Standards U-Unsatisfactory: Does not meet NASN Standards
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This evaluation document is based on the National Association of School Nurses Evaluation Guide for School Nurses (NASN).

- The evaluation includes a rating for each Element of the Standard and an overall rating for the Standard.
- Giving a Distinguished rating requires the evaluator to provide written justification and evidence as to how the employee exceeds the Key Element or Standard.
- Rating of Unsatisfactory requires the evaluator to provide written evidence to support the rating.

Check Appropriate Box: <input type="checkbox"/> 1 st Evaluation <input type="checkbox"/> 2 nd Evaluation	OVERALL RATING:	Recommendation:
Evaluator Signature: _____ Date: _____ Employee's Comments: Attach Separate Page	Employee Signature: _____ Date: _____ My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with the conclusions of the evaluator.	

Evaluator Initials: _____ Employee Initials: _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

EVALUATION DESCRIPTORS:

ASSESSMENT

STANDARD 1

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	a) Provides effective individual crisis assessment regarding communicable disease and case finding.	The school nurse makes no connections between communicable disease case finding and the importance of exclusions.	The school nurse makes some connections between communicable disease case finding and the importance of exclusions.	The school nurse consistently makes connections between communicable case findings and exclusion. Provides to the student or family verbal or written educational information regarding the disease process.	The school nurse identifies and recognizes communicable diseases, health trends and makes substantial recommendation with planning for communication prevention and containment of communicable diseases.
	b) Provides effective individual assessment regarding physical, emotional and/or neurological evaluations as it relates to the learning process and/or student direct service needs at school.	The school nurse makes no effective assessment relating to the educational setting and/or direct service needs.	The school nurse inconsistently makes effective assessments occasionally relating the assessment to the educational setting and/or direct service needs.	The school nurse consistently makes effective assessments that relate to the learning process and/or direct service needs at school.	The school nurse identifies new and existing students with emotional and mental health characteristics that create barriers to safety and the educational process. The nurse acts as a liaison for outside case management during the identified crisis.
	c) Performs case management activities and develops a plan of care to promote student's health care.	The school nurse makes no attempt to case manage and develop a plan of care to promote student's health.	The school nurse makes some attempt to case manage and develop a plan of care to promote student's health.	The school nurse consistently identifies students in need of case management. Develops a written health plan of care including training for ancillary staff and teachers to promote educational success.	The school nurse identifies students with new or progressive health conditions impacting school attendance and provides appropriate referral plans to minimize educational disruption.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**EVALUATION DESCRIPTORS:
CONSULTATION
STANDARD 2**

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	a) Facilitates effective communication with students, parents, staff, and community.	The school nurse makes no effort to facilitate or improve communication with students, parents, staff, and community.	The school nurse makes some attempt to facilitate and improve communication with students, parents, staff, and community.	The school nurse consistently and effectively communicates with students, parents, staff, and community regarding the student's total health needs.	The school nurse identifies barriers to effective communication and develops culturally sensitive methods to achieve student health outcomes.
	b) Maintains and promotes confidentiality related to mandates.	The school nurse violates mandated confidentiality.	The school nurse is inconsistent with maintaining confidential files relating to the students and health and educational needs.	The school nurse consistently guards confidentiality regarding student's health and educational needs. Maintains an appropriate environment to enhance confidentiality.	The school nurse makes effort to guard student confidentiality with both records and office environment by substantial adaptation to the demand.
	c) Provides consultation, testing, and individualized health education plan development associated with special education students.	The school nurse does not provide for timely testing, consultation, and plan development for IEP process.	The school nurse is inconsistent with providing student testing, consultation and plan development associated with IEP process.	The school nurse accurately performs and records testing, consultation, and plan development for students with individualized education plans.	The school nurse expedites health testing for timely placement to meet student educational goals.
	d) Able to identify at risk students and provide counseling services targeted to specific needs and refers to appropriate services as identified.	The school nurse has poor ability to identify high risk students and make appropriate referrals.	The school nurse is able to identify at risk students but provides limited counseling and referral to appropriate services.	The school nurse is consistently able to identify at risk students and provide for initial counseling services followed by appropriate referrals to in district and out of district resources to deal with problems.	The school nurse identifies and recommends a plan of action for appropriate counseling and re-evaluation outcomes.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

EVALUATION DESCRIPTORS:

DIRECT SERVICES

STANDARD 3

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	a) Meets mandated screening requirements in a timely manner including follow up recording and generating required reports.	The school nurse does not provide for timely mandated screening and follow up as required. Recording and reports are not generated accurately.	The school nurse plans an informal screening schedule, provides follow up most of the time. Recording and reports are not consistently accurate.	The school nurse organizes a long-range schedule, plans for screening, and adheres to follow up as required. Records and reports are generated in a timely accurate way.	The school nurse develops and utilizes innovative technology for screening and documentation to generate accurate timely reports.
	b) Maintains Public Health Department and OSHA Standards for infection control.	The school nurse does not adhere to PHD and/or OSHA Standards for infection control.	The school nurse is inconsistent in implementing PHD and/or OSHA Standards for infection control.	The school nurse meets all PHD and/or OSHA Standards for infection control.	The school nurse always meets PHD and/or OSHA standards for infection control and in-service staff as needed.
	c) Demonstrates competency with a wide range of specialized health care procedures.	The school nurse has limited knowledge and skills for performing specialized health care procedures.	The school nurse needs training for skills and knowledge development regarding specific health care procedures.	The school nurse is proficient in performing a variety of health care procedures. Able to develop written plans of care and in-service staff as needed.	The school nurse demonstrates advanced clinical assessment skills and interpretation of complex multi-system for delivery health care needs.
	d) Effectively administers first aid to the injured or ill student.	The school nurse is unable to administer basic first aid effectively.	The school nurse lacks understanding and skills necessary to deal with a wide range of illness and injury.	The school nurse is proficient in dealing with ill and injured students, makes proper calls and referrals as needed.	The school nurse demonstrates advanced clinical knowledge and performance of specialized procedural delivery.
	e) Maintains compliance with immunization/ medication requirements and administration procedures.	The school nurse has poor understanding and skills related to medication/immunization administration and compliance.	The school nurse lacks some knowledge related to medication/immunization administration and compliance with district, school policies and laws.	The school nurse always complies with district and school established rules, regulations, policies, and laws related to compliance and administration of medications and immunizations.	The school nurse always complies with district and school established rules, regulations, policies, and laws related to compliance and administration of medications and immunizations.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

EVALUATION DESCRIPTORS:

**LIAISON
STANDARD 4**

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	a) Functions to assist the classroom teacher in preparing specific health lessons plans.	The school nurse is unwilling or unable to assist the classroom teacher in developing or presenting health related lesson plans.	The school nurse is willing to assist the classroom teacher in presenting health related materials to students when asked to do so.	The school nurse is willing and able to present classroom instruction on health-related topics using current methods of presentation and incorporating learning theory.	The school nurse routinely presents instruction on health-related topics using current methods of presentation and incorporating learning theory.
	b) Works with colleagues to improve professional practice consistent with current trends in nursing theories and techniques.	The school nurse rarely converses with colleagues, rarely seeks out other staff with which to discuss improvement of practice in nursing as it relates to school setting.	The school nurse engages in some dialogue with colleagues, seeks out staff occasionally to discuss current trends in nursing theories and techniques.	The school nurse engages in dialogue with colleagues, collaborates with other staff to promote current trends in nursing theories and techniques. Consistently looks to meet students' needs and participates in district wide comprehensive health goals.	The school nurse coordinates and collaborates with colleagues and staff to develop innovative health programs based on identified student needs.
	c) Works to reduce barriers to health care. Has knowledge of and a network of resources for appropriate referral on-site, in the district and community regarding health issues.	The school nurse has poor general knowledge of on site, district and community resources and eligibility criteria.	The school nurse has general knowledge of on-site, district and community resources and eligibility requirements; willing to do some referral and facilitate such.	The school nurse acts as direct referral to on-site and district resources. Continually learns and networks with other agencies to develop a comprehensive referral list including a working knowledge of eligibility criteria and is willing to arrange referral.	The school nurse acts as a liaison to eliminate barriers to health care through the utilization of internal and external district resources.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**EVALUATION DESCRIPTORS:
ORGANIZATION AND DOCUMENTATION
STANDARD 5**

RATING	KEY ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT	DISTINGUISHED
	a) Maintains accurate documentation and records.	The school nurse does not maintain documentation and records.	The school nurse is inconsistent with documentation.	The school nurse is consistent and accurate in maintaining documentation and records.	The school nurse always maintains accurate documentation and records in data and health files.
	b) School nurse uses district provided technology to enhance communication and documentation.	The school nurse does not use district provided technology.	The school nurse uses some components of district provided technology and/or uses sporadically.	The school nurse consistently uses district provided technology for communication and documentation.	The school nurse always uses district provided technology for communication and documentation.
	c) Creates a health office environment that meets department guidelines.	The health office does not meet department guidelines.	The health office environment reflects some department guidelines.	The health office meets all department guidelines.	The school nurse assures a safe environment which promotes positive health learning and behaviors.

_____ Overall Rating (U - Unsatisfactory, DE - Developing, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

EVALUATOR COMMENTS IN SUPPORT OF A DISTINGUISHED RATING

Please note the Standard(s) and Key Element(s) and describe specific behavior.

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

NURSE PERSONNEL EVALUATION

PERMANENT

Name:	School:	School Year:	Evaluator:
Contract Status: TENURED		Assignment:	

(Attach separate page, if necessary)

Standard selected by the R.N.: R.N.'s Initials: _____	Goal:
Standard selected by the evaluator: Evaluator's Initials: _____	Goal:
Standard selected jointly by the Nurse and evaluator: R.N.'s Initials: ____ Evaluator's Initials: _____	Goal: (Attach separate page, if necessary)

The goals written to Standards have been reviewed and agreed upon as of this date but may be modified per Article 9 of the Contract.

Evaluator Signature: _____ Date: _____ Employee Signature: _____ Date: _____

RATINGS: D-Distinguished: Exceeds NASN Standards	P-Proficient: Meets NASN Standards
N-Needs Improvement: Needs improvement to meet NASN Standards	U-Unsatisfactory: Does not meet NASN Standards

This evaluation document is based on the National Association of School Nurses Evaluation Guide for School Nurses (NASN).

- The evaluation includes a rating for each Element of the Standard and an overall rating for the Standard.
- Giving a Distinguished rating requires the evaluator to provide written justification and evidence as to how the employee exceeds the Key Element or Standard.
- Rating of Unsatisfactory requires the evaluator to provide written evidence to support the rating.

<input type="checkbox"/> OVERALL RATING: Recommendation:	
Evaluator Signature: _____	Employee Signature: _____
Date: _____	Date: _____
Employee's Comments: Attach Separate Page	My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with the conclusions of the evaluator.

Evaluator Initials: _____ Employee Initials: _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

EVALUATION DESCRIPTORS:

ASSESSMENT

STANDARD 1

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	a) Provides effective individual crisis assessment regarding communicable disease and case finding.	The school nurse makes no connections between communicable disease case finding and the importance of exclusions.	The school nurse makes some connections between communicable disease case finding and the importance of exclusions.	The school nurse consistently makes connections between communicable case findings and exclusion. Provides to the student or family verbal or written educational information regarding the disease process.	The school nurse identifies and recognizes communicable diseases, health trends and makes substantial recommendation with planning for communication prevention and containment of communicable diseases.
	b) Provides effective individual assessment regarding physical, emotional and/or neurological evaluations as it relates to the learning process and/or student direct service needs at school.	The school nurse makes no effective assessment relating to the educational setting and/or direct service needs.	The school nurse inconsistently makes effective assessments occasionally relating the assessment to the educational setting and/or direct service needs.	The school nurse consistently makes effective assessments that relate to the learning process and/or direct service needs at school.	The school nurse identifies new and existing students with emotional and mental health characteristics that create barriers to safety and the educational process. The nurse acts as a liaison for outside case management during the identified crisis.
	c) Performs case management activities and develops a plan of care to promote student's health care.	The school nurse makes no attempt to case manage and develop a plan of care to promote student's health.	The school nurse makes some attempt to case manage and develop a plan of care to promote student's health.	The school nurse consistently identifies students in need of case management. Develops a written health plan of care including training for ancillary staff and teachers to promote educational success.	The school nurse identifies students with new or progressive health conditions impacting school attendance and provides appropriate referral plans to minimize educational disruption.

_____ Overall Rating (U - Unsatisfactory, N-Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**EVALUATION DESCRIPTORS:
CONSULTATION
STANDARD 2**

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	a) Facilitates effective communication with students, parents, staff, and community.	The school nurse makes no effort to facilitate or improve communication with students, parents, staff, and community.	The school nurse makes some attempt to facilitate and improve communication with students, parents, staff, and community.	The school nurse consistently and effectively communicates with students, parents, staff, and community regarding the student's total health needs.	The school nurse identifies barriers to effective communication and develops culturally sensitive methods to achieve student health outcomes.
	b) Maintains and promotes confidentiality related to mandates.	The school nurse violates mandated confidentiality.	The school nurse is inconsistent with maintaining confidential files relating to the students and health and educational needs.	The school nurse consistently guards confidentiality regarding student's health and educational needs. Maintains an appropriate environment to enhance confidentiality.	The school nurse makes effort to guard student confidentiality with both records and office environment by substantial adaptation to the demand.
	c) Provides consultation, testing, and individualized health education plan development associated with special education students.	The school nurse does not provide for timely testing, consultation, and plan development for IEP process.	The school nurse is inconsistent with providing student testing, consultation and plan development associated with IEP process.	The school nurse accurately performs and records testing, consultation, and plan development for students with individualized education plans.	The school nurse expedites health testing for timely placement to meet student educational goals.
	d) Able to identify at risk students and provide counseling services targeted to specific needs and refers to appropriate services as identified.	The school nurse has poor ability to identify high risk students and make appropriate referrals.	The school nurse is able to identify at risk students but provides limited counseling and referral to appropriate services.	The school nurse is consistently able to identify at risk students and provide for initial counseling services followed by appropriate referrals to in district and out of district resources to deal with problems.	The school nurse identifies and recommends a plan of action for appropriate counseling and re-evaluation outcomes.

_____ Overall Rating (U - Unsatisfactory, N-Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

EVALUATION DESCRIPTORS:

DIRECT SERVICES

STANDARD 3

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	a) Meets mandated screening requirements in a timely manner including follow up recording and generating required reports.	The school nurse does not provide for timely mandated screening and follow up as required. Recording and reports are not generated accurately.	The school nurse plans an informal screening schedule, provides follow up most of the time. Recording and reports are not consistently accurate.	The school nurse organizes a long-range schedule, plans for screening, and adheres to follow up as required. Records and reports are generated in a timely accurate way.	The school nurse develops and utilizes innovative technology for screening and documentation to generate accurate timely reports.
	b) Maintains Public Health Department and OSHA Standards for infection control.	The school nurse does not adhere to PHD and/or OSHA Standards for infection control.	The school nurse is inconsistent in implementing PHD and/or OSHA Standards for infection control.	The school nurse meets all PHD and/or OSHA Standards for infection control.	The school nurse always meets PHD and/or OSHA standards for infection control and in-service staff as needed.
	c) Demonstrates competency with a wide range of specialized health care procedures.	The school nurse has limited knowledge and skills for performing specialized health care procedures.	The school nurse needs training for skills and knowledge development regarding specific health care procedures.	The school nurse is proficient in performing a variety of health care procedures. Able to develop written plans of care and in-service staff as needed.	The school nurse demonstrates advanced clinical assessment skills and interpretation of complex multi-system for delivery health care needs.
	d) Effectively administers first aid to the injured or ill student.	The school nurse is unable to administer basic first aid effectively.	The school nurse lacks understanding and skills necessary to deal with a wide range of illness and injury.	The school nurse is proficient in dealing with ill and injured students, makes proper calls and referrals as needed.	The school nurse demonstrates advanced clinical knowledge and performance of specialized procedural delivery.
	e) Maintains compliance with immunization/ medication requirements and administration procedures.	The school nurse has poor understanding and skills related to medication/immunization administration and compliance.	The school nurse lacks some knowledge related to medication/immunization administration and compliance with district, school policies and laws.	The school nurse always complies with district and school established rules, regulations, policies, and laws related to compliance and administration of medications and immunizations.	The school nurse always complies with district and school established rules, regulations, policies, and laws related to compliance and administration of medications and immunizations.

_____ Overall Rating (U - Unsatisfactory, N-Needs Improvement, P - Proficient, D - Distinguished)

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

EVALUATION DESCRIPTORS:

**LIAISON
STANDARD 4**

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	a) Functions to assist the classroom teacher in preparing specific health lessons plans.	The school nurse is unwilling or unable to assist the classroom teacher in developing or presenting health related lesson plans.	The school nurse is willing to assist the classroom teacher in presenting health related materials to students when asked to do so.	The school nurse is willing and able to present classroom instruction on health-related topics using current methods of presentation and incorporating learning theory.	The school nurse routinely presents instruction on health-related topics using current methods of presentation and incorporating learning theory.
	b) Works with colleagues to improve professional practice consistent with current trends in nursing theories and techniques.	The school nurse rarely converses with colleagues, rarely seeks out other staff with which to discuss improvement of practice in nursing as it relates to school setting.	The school nurse engages in some dialogue with colleagues, seeks out staff occasionally to discuss current trends in nursing theories and techniques.	The school nurse engages in dialogue with colleagues, collaborates with other staff to promote current trends in nursing theories and techniques. Consistently looks to meet students' needs and participates in district wide comprehensive health goals.	The school nurse coordinates and collaborates with colleagues and staff to develop innovative health programs based on identified student needs.
	c) Works to reduce barriers to health care. Has knowledge of and a network of resources for appropriate referral on-site, in the district and community regarding health issues.	The school nurse has poor general knowledge of on site, district and community resources and eligibility criteria.	The school nurse has general knowledge of on-site, district and community resources and eligibility requirements; willing to do some referral and facilitate such.	The school nurse acts as direct referral to on-site and district resources. Continually learns and networks with other agencies to develop a comprehensive referral list including a working knowledge of eligibility criteria and is willing to arrange referral.	The school nurse acts as a liaison to eliminate barriers to health care through the utilization of internal and external district resources.

_____ Overall Rating (U - Unsatisfactory, N-Needs Improvement, P - Proficient, D - Distinguished))

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**EVALUATION DESCRIPTORS:
ORGANIZATION AND DOCUMENTATION
STANDARD 5**

RATING	KEY ELEMENT	UNSATISFACTORY	NEEDS IMPROVEMENT	PROFICIENT	DISTINGUISHED
	a) Maintains accurate documentation and records.	The school nurse does not maintain documentation and records.	The school nurse is inconsistent with documentation.	The school nurse is consistent and accurate in maintaining documentation and records.	The school nurse always maintains accurate documentation and records in data and health files.
	b) School nurse uses district provided technology to enhance communication and documentation.	The school nurse does not use district provided technology.	The school nurse uses some components of district provided technology and/or uses sporadically.	The school nurse consistently uses district provided technology for communication and documentation.	The school nurse always uses district provided technology for communication and documentation.
	c) Creates a health office environment that meets department guidelines.	The health office does not meet department guidelines.	The health office environment reflects some department guidelines.	The health office meets all department guidelines.	The school nurse assures a safe environment which promotes positive health learning and behaviors.

_____ **Overall Rating (U - Unsatisfactory, N-Needs Improvement, P - Proficient, D - Distinguished)**

Evaluator Comments:

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

EVALUATOR COMMENTS IN SUPPORT OF A DISTINGUISHED RATING

Please note the Standard(s) and Key Element(s) and describe specific behavior.

Evaluator Initials: _____ **Employee Initials:** _____

Distribution: Original: Personnel File Copies: Evaluator and Employee

**ASSISTANT PLAN DOCUMENT
FOR APPENDIX E-8 EVALUATION DOCUMENT**

- I. Identify each Standard with an Overall Rating of Unsatisfactory or an Overall Rating of Needs Improvement. For each Key Element marked Unsatisfactory or Needs Improvement in the Standard, please identify specific observations or evidence of deficiency which supports the overall ratings for the standard. Please number each Standard and Key Element to match the evaluation document.
- II. For each Standard and Key Element noted above, please identify specific expectations for proficient professional performance. Please number each Standard and Key Element to match the evaluation document.
- III. Record assistance which has already been provided. This assistance should include specific assistance related to the areas of deficiency noted above.
- IV. List additional assistance to be provided which is specifically related to the areas of deficiency. Note by each strategy of assistance the Standard or Key Element(s) which are the focus of improvement for the strategy.
- V. Employee must correct deficiencies in performance:
 - By (date): _____ (Probationary teachers first evaluation) within a period of not less than 30 work days.
 - Prior to the final evaluation of the following school year.
 - Not applicable. Employee is not recommended for re-election.

The Evaluation Conference was held on:			
Evaluator's Signature:	Date:	Employee's Signature:	Date:
Evaluator's Name:		Employee's Name:	
Employees Comments: Attach separate page		My signature acknowledges that I have seen and discussed this evaluation but does not necessarily imply agreement with conclusions of the evaluator.	

cc: Personnel File
 Evaluator
 Employee

APPENDIX F
AGREEMENT

California Teachers Association (hereinafter "CTA"), the Chapter and the District hereby agree as follows:

- a. CTA agrees to defend and indemnify the District and the Chapter against legal action by any certificated employee of the District challenging the legality of Government Code 3540.1 (i) or 3546 or its implementation.
- b. Upon commencement of such legal action, CTA shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against the District or the Chapter because of such action shall or shall not be compromised, resisted, defended, tried or appealed. CTA's decision thereon shall be final and binding upon all parties to this Agreement.
- c. The Chapter and the District, immediately upon receipt of notice of such legal action against either or both of them, shall inform CTA of such action, provide CTA with all information, documents, and assistance necessary for CTA's defense or settlement of such action and fully cooperate with CTA in providing all necessary witnesses, experts and assistance necessary for said defense.
- d. CTA, upon its compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.
- e. CTA, upon final order and judgment of a court of competent jurisdiction awarding damages to any employee of the District, shall immediately pay to such employee all sums owing under such order and judgment

APPENDIX G
LEADERSHIP TEAM'S POLICY

The District shall establish by policy a requirement that Leadership Teams at individual sites may be used at the discretion of the principal, however, shall be restricted as follows:

- a. A Leadership Team may be appointed by the principal for purposes of advisory recommendations to the principal. Members of the team may be appointed by the principal. Under no circumstances shall an advisory position from such an appointed Leadership Team be presented publicly, or to members of the Bargaining Unit, administration, or the Governing Board as representative of the opinion of the certificated faculty of any individual site.
- b. A Leadership Team may be established at an individual site using a process of election by peers for the selection of members of the Leadership Team at the discretion of the principal. When a Leadership Team is so established, the principal shall be authorized to share the advisory opinion of said Leadership Team publicly, with the Governing Board, or administration of the District as representative of the faculty at the individual site

APPENDIX H
FAMILY MEDICAL LEAVE ACT

Government Code 12945. In addition to the provisions that govern pregnancy, childbirth, or related medical conditions in Sections 12926 and 12940, it shall be an unlawful employment practice, unless based upon a bona fide occupational qualification:

- (a) For an employer to refuse to allow a female employee disabled by pregnancy, childbirth, or related medical conditions to take a leave for a reasonable period of time not to exceed four (4) months and thereafter return to work, as set forth in the commission's regulations. The employee shall be entitled to utilize any accrued vacation leave during this period of time. Reasonable period of time means that period during which the female employee is disabled on account of pregnancy, childbirth, or related medical conditions. An employer may require an employee who plans to take a leave pursuant to this subdivision to give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave.
- (b)
 - (1) For an employer to refuse to provide reasonable accommodation for an employee for conditions related to pregnancy, childbirth, or related medical conditions, if she so requests, with the advice of her health care provider.
 - (2) For an employer who has a policy, practice, or collective bargaining agreement requiring or authorizing the transfer of temporarily disabled employees to less strenuous or hazardous positions for the duration of the disability to refuse to transfer a pregnant female employee who so requests.
 - (3) For an employer to refuse to temporarily transfer a pregnant female employee to a less strenuous or hazardous position for the duration of her pregnancy if she so requests, with the advice of her physician, where that transfer can be reasonably accommodated. However, no employer shall be required by this section to create additional employment that the employer would not otherwise have created, nor shall the employer be required to discharge any employee, transfer any employee with more seniority, or promote any employee who is not qualified to perform the job.
- (c) This section shall not be construed to affect any other provision of law relating to sex discrimination or pregnancy, or in any way to diminish the coverage of pregnancy, childbirth, or medical conditions related to pregnancy or childbirth under any other provisions of this part, including subdivision (a) of Section 12940.

APPENDIX I
PER ASSISTANCE
SELF-REFERRAL REPORT

_____ participated in the Peer Assistance program for the
_____ school year and completed _____ hours of consultation.

_____ I participated in peer assistance as a self-referral.

_____ I participated in peer assistance as a self-referral as part of a remediation plan.

The Standards and Key Elements I worked on were:

Peer Assistance Participant

Consulting Teacher

Date

Date