



AGREEMENT

Between the

**Ontario-Montclair
School District**

and the

**Ontario-Montclair
Teachers Association**

EFFECTIVE:

July 1, 2010 – June 30, 2013

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ARTICLE I - RECOGNITION

The District hereby confirms its recognition of the Association as the exclusive representative for the following unit:

- A. Inclusions: All regular contract certificated personnel, including regular part-time and temporary teachers hired by the District under E.C. 44920.
- B. Exclusions: All management, supervisory and confidential employees including those listed in Appendix J; all classified employees; all casual or limited term personnel including substitutes; all hourly employees; and all temporary employees who were not hired by the District under E. C. 44920.
- C. Unit Clarification: The Association may seek unit clarification through PERB proceedings on new certificated classifications created and designated by the District outside the bargaining unit. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.
- D. “Unit Member” Defined: The term “unit member,” unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized negotiating unit.

ARTICLE II - EFFECT OF AGREEMENT

A. Agreement

The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Ontario-Montclair School District (“Board”) and the Ontario-Montclair Teachers Association/CTA/NEA (“Association”), an employee organization.

This agreement completes negotiations between the District and the Association for the entire term hereof on all matters relating to wages, hours, and all other terms and conditions of employment; it constitutes the entire agreement and understanding between the parties.

B. Effect Upon Board Rules:

The District may determine and revise any of its rules, policies, regulations, or procedures; however, in the event of a conflict between the terms of this Agreement and any such rules, policies, regulations or procedures, the terms of this Agreement shall prevail.

The District acknowledges the right of the Association to bargain on contemplated changes by the District in negotiable terms and conditions of employment, as outlined in Government Code Section 3543.2, arising during the term of this agreement, even if they are not specified or referred to in this agreement, to the extent provided by law, subject to available defenses asserted by the District. Section A above is not intended as a waiver of this right.

C. Separability and Savings:

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or section as to persons or circumstances, other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected hereby.

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It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

ARTICLE III - ASSOCIATION RIGHTS

- A. Access: Authorized Association representatives shall have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a school site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose and length of visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to non-classroom teaching hours, such as breaks, duty-free lunch period, and before and after school.

- B. Use of Buildings and Equipment: The Association may utilize available District facilities and authorized equipment free of charge for meeting and business purposes outside of normal unit member work hours.

- C. Distribution and Posting of Materials: The Association shall have the right to distribute organizational literature, notices and written material on other matters of Association concern on District property, provided it conforms to the content restrictions in Section E hereof, and does not interfere in any way with District business. No person shall distribute literature on District property in a place or manner which distracts unit members who are performing their duties. Literature may be distributed, or left for pickup, in coffee rooms, faculty rooms and in other appropriate site locations as designated by the site administrator.

The Association shall have the right to post notices of activities and matters of Association concern (consistent with Paragraph E hereof) on bulletin boards, at least one of which shall be maintained in each work location in an area frequented by unit members.

- D. Use of Site Mail Boxes: The Association shall have use of the internal school mail system to distribute material which conforms to the content restrictions of Section E hereof. It shall provide to the Superintendent a complete copy of the material to be deposited in school mail boxes.

- E. Content Restrictions: Any literature to be distributed or posted must not be defamatory or obscene. It must be dated and must identify the person and/or organization responsible for its promulgation.
- F. Names and Addresses: The District shall, by October 15th of each school year, furnish to the Association without charge a list of the names, addresses and listed telephone numbers of all unit members, noting the assigned work site and first date of District-paid service for each member. The Association agrees to use such information for internal organizational purposes only, and not to disclose it to any third parties. During the school year the District shall notify the Association of assignment changes and transfers.
- G. Organizational Security:

- 1. Requirements

- The District shall deduct from the pay of current OMTA/CTA/NEA members and pay to OMTA the normal and regular monthly membership dues as voluntarily authorized in writing and duly executed by the unit member on the appropriate District form.

- 1.1 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period following the pay period in which the request for dues deduction was made.

- 2. Unit Members Employed As of December 3, 1990

- 2.1 Unit members employed by the District as of December 3, 1990, who were members of OMTA/CTA/NEA as of December 10, 1990, or who thereafter voluntarily become members of OMTA/CTA/NEA shall remain members of OMTA/CTA/NEA during the term of this Agreement.

- 2.2 Unit members employed by the District as of July 1, 2001, who were not members of OMTA/CTA/NEA as of June 30, 2001, or who thereafter have not voluntarily become members of OMTA/CTA/NEA shall pay a service fee either directly to OMTA or through voluntary payroll deduction. In the event any such unit member fails to apply for membership in OMTA or pay a service fee as specified herein, the District shall begin automatic payroll deduction.

3. Unit Members Employed After December 3, 1990

Subject to section 3.1 below, unit members employed by the District after December 3, 1990, shall within thirty (30) days of their employment, apply for membership and execute an authorization for dues deduction on the appropriate District form or, in lieu of joining OMTA/CTA/NEA, shall pay a service fee either directly to OMTA or through voluntary payroll deduction. In the event any such unit member fails to apply for membership in OMTA or to pay a service fee as specified herein, the district shall begin automatic payroll deduction in the same manner as set forth in section 2 above and Education Code sections 45060-45061.

3.1 Religious Objections: Any unit member who is subject to sections 2.2 or 3 above, who is a member of a recognized religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in, or financially support OMTA/CTA/NEA. Once a unit member has submitted written evidence of such religious membership to OMTA, he/she shall be required to pay, in lieu of a service fee, an amount equal to the service fee to one of the following:

- (1) American Cancer Society
- (2) United Way
- (3) Foundation to Assist California Teachers
- (4) American Red Cross

The unit member shall present proof to OMTA within (30) days of employment that he/she is a member of such a religious body and shall execute a written authorization for payroll deduction or make direct payment in an amount equal to the service fee to one of the four (4) organizations listed above. In the event the unit member elects to make direct payment to one of the four (4) organizations listed above, he/she shall provide proof to the District, on an annual basis, that such payment has been made as a condition of continued exemption under this section.

4. Hold Harmless

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

5. Service Fee Refund

To the extent permitted by law, unit members paying service fees shall have the right to receive a refund of that portion of the fee which represents political and/or ideological spending, not related to collective bargaining or employment matters, on the part of OMTA/CTA/NEA.

6. Payroll Deductions

When drawing orders for salary payments to unit members covered by this Agreement, the District shall reduce the order by the amount which has been authorized for each affected unit member for the purpose of paying the monthly service fee or unified membership dues and association contributions of the unit member in the Association and its affiliates, the California Teachers' Association and National Education Association.

7. Maintenance of Membership

A written dues deduction authorization shall be revocable only at the conclusion of the current agreement, (not later than July 31, 2013) by written notice from the Association to the District with the signatures of the affected employee and the Association President.

8. Payroll Procedures

The District shall, on a monthly basis, draw its order upon the fund of the District in favor of the Association for an amount equal to the total of the service fees, dues deductions and voluntary Association contributions made during the month, and shall

furnish to the Association a list of all unit members affected together with the amount deducted for each.

- H. Representation Rights: As provided in Article I, the Association is the exclusive representative of the unit member. The Association shall be entitled, upon request of the unit member, to represent unit members in all matters within the scope of representation.
- I. Association Leave: The President of the Association shall be entitled to a paid full-time leave with no loss of pay or benefits for the purpose of conducting lawful Association and District business.

At the request of the Association, a unit member elected or designated by the Association may at the discretion of the District and without creating precedent, be granted a paid leave of absence to attend state, regional, or national conventions or conferences. The Association shall reimburse the District for the cost of the substitute.

- J. Association Business Meetings: Association meetings will be conducted on two designated Mondays of each month. The Association will provide the District with a schedule of meeting dates. The District shall make a reasonable effort to avoid requiring attendance of unit members at meetings after the minimum school-based assignment hours on Monday when such attendance would conflict with Association meetings. Unit members from schools with the latest student release times shall be released prior to the minimum school-based assignment time for the purpose of attending Monday Association meetings, provided assigned pupil supervision responsibilities have been completed.
- K. Board of Trustee Meetings: Association members have the right to attend and participate in Board of Trustee meetings. The District shall make a reasonable effort to avoid scheduling meetings or school events which conflict with Board of Trustee meetings.

ARTICLE IV - DISTRICT RIGHTS

1. This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in other Articles of this Agreement; this Article is not intended, nor shall it be construed as:
 - (1) expanding the rights of the District beyond statutory and constitutional limits;
 - (2) waiving the rights of the Association or unit members under the Education Code or other statutes or constitutions; or
 - (3) waiving or otherwise diminishing the rights of the Association or of unit members as set forth in this Agreement.
2. Subject to the foregoing qualifications, it is agreed that all matters which are not enumerated as within the scope of negotiation in Governmental Code Section 3543.2, and also all powers and rights which are not limited by the terms of this Agreement, are retained by the District. Such retained rights include, but are not limited to, the exclusive right to:
 - (1) Determine the legal, operational, geographical, and organizational structure of the District;
 - (2) Determine all sources and amounts of financial support for the District and all means or conditions necessary or incidental to securing the same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds;
 - (3) Determine all budget matters and procedures including all budgetary allocations, reserves and expenditures apart from those expenditures expressly required by other Articles of this Agreement;
 - (4) Determine the number, type and location of all District owned or controlled properties, grounds, facilities and other improvements, including the acquisition, disposal and utilization of same and the work, service, and activity functions assigned to each of such properties;
 - (5) Determine the duties and types of services to be rendered; the job content and qualifications of employees; the methods, frequency, and standards of

services; performance standards; and the personnel, supplies, materials and equipment to be used;

- (6) Determine, subject to consultation rights of the Association under Government Code 3543.2, the educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, textbook selection, pupil placement, guidance, grading, testing, records, pupil conduct and discipline, and extracurricular and co-curricular activities;
 - (7) Select, classify, direct, utilize, promote, demote, lay off, terminate (subject to Education Code provisions) and retire any personnel of the District;
 - (8) Assign employees to any location, and also to any facilities, classrooms, activities, academic subject matter, specialties, departments and grade levels;
 - (9) Determine staffing patterns including but not limited to the number of employees;
 - (10) Determine the job classifications and the content and qualifications thereof;
 - (11) Determine the affirmative action and equal employment policies and programs to improve the utilization of women and minorities;
 - (12) Determine the dates, times and hours of operation of any District facility function, service or activity;
 - (13) Determine the rules, regulations and policies for all employees, students, and the public;
 - (14) Determine safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters;
 - (15) Determine, to the extent permitted by the Education Code, the utilization of persons not covered by this Agreement to do work which is normally done by persons covered hereby, and the methods of selection and assignment of such personnel.
3. The above mentioned rights of the District are listed by way of example rather than limitation, and the provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the

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District in this Article in a particular manner, or the non-exercise of any such right, shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

ARTICLE V - GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise and affect the welfare or working conditions of unit members.

B. Definitions

1. A grievance is a claim by a grievant that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement.
2. A grievant is a unit member or an authorized Association representative.

C. Procedures

1. Before a formal written grievance is filed, a unit member shall reasonably attempt to resolve his/her concerns with the immediate supervisor.
2. Level I: Within twenty (20) duty days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate supervisor. If the grievant did not have actual constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty (20) duty day time limit shall begin to run on the date upon which the grievant knew, or could with reasonable diligence have known, of the occurrence. The written statement of the grievance shall include the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision, if any, rendered at the informal conference, and the specific remedy sought.

A conference shall be held upon request of either the grievant or the administrator. The administrator shall communicate a decision to the grievant and the Association in writing within five (5) duty days after receiving the grievance and such action will terminate Level I.

3. Level II: In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or his designee within ten (10) duty days after the termination of Level I.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a statement of the reasons for the appeal. A conference shall be held upon request of either the grievant or the Superintendent or his designee.

The Superintendent or his designee shall communicate a decision to the grievant and the Association within ten (10) duty days after receiving the appeal and such action will terminate Level II.

4. Level III (Arbitration): If the grievant is not satisfied with the results of Level II, he or she shall, within five (5) duty days after the termination of Level II, file a written request to the Association that it submit the grievance to arbitration. The Association shall, if it desires to proceed to arbitration, so advise the Superintendent in writing within fifteen (15) duty days after the termination of Level II.
 - (a) Selection of Arbitrator: As soon as possible, and not later than five (5) working days after the District received the written notice of the Association's desire to arbitrate, the District and the Association shall attempt to agree upon an arbitrator. If no agreement is reached within said five (5) days, an arbitrator shall be selected from a list furnished by the American Arbitration Association by alternate striking of names until one name remains. The party who strikes the first name shall be determined by lot and the names shall be ranked in order of preference. If the arbitrator selected indicates that he will not be available for hearing within sixty (60) calendar days, the District and Association shall select the arbitrator next in order from the preference list.
 - (b) Limitations Upon Arbitrator: The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation or misapplication of the provisions of this

Agreement with respect to what has been alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other, and upon arguments presented in briefs.

The function and purpose of the arbitrator is to determine disputed interpretations of the terms of the Agreement, or to determine disputed facts upon which the application of the Agreement depends. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used to effect modification of the written terms of this Agreement.

- (c) Arbitrator's Decision: The award of the arbitrator shall, unless extended by mutual written agreement of the parties, be rendered within forty-five (45) calendar days after the date of final submission. The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the grievant, the District and the Association, subject to the Code of Civil Procedure 1282 et seq.
- (d) Expenses: All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case.
- (e) Expedited Arbitration: The arbitration may be held under the Expedited Rules of the American Arbitration Association upon prior written agreement between the Association and District.

General Provisions:

1. Group Grievances

If the same or essentially the same grievance is filed by more than one grievant, then one grievant may process the grievance under this Article on behalf of the others. The final determination shall be applied to all said grievants.

2. Effect of Grievances

The filing or processing of a grievance shall not delay or interfere with any District action while the grievance is being processed. Processing and discussing the merits

of an alleged grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable or arbitrable.

3. Accelerated Grievances

If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent or designee with the processing of such grievance to commence at Level II, subject to prior written mutual agreement between the Association and District.

4. Failure to Meet Time Limits

If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level I as a result of vacation periods.

5. Association Representation

The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings, including C.1 above. The District shall not agree to a final 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 with the District.

6. Reasonable Released Time

Grievance meetings normally will be scheduled by the District so as not to conflict with classroom duties. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District's central office, the District shall provide release time with no loss of pay to one authorized representative of the Association so that the session can be accommodated within

such business hours. This shall constitute “reasonable periods of released time” within the meaning of Government Code section 3543.1 (c).

7. Confidentiality

In order to encourage a professional and harmonious disposition of unit members’ grievances, it is agreed that, from the time a grievance is filed until it is processed through binding arbitration, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance. This prohibition is not intended to preclude interviewing of witnesses or other necessary investigation and preparation for hearing, nor is it intended to preclude general discussion of the issues that may be present in the case, so long as such discussion does not directly or indirectly identify the school, the grievant or other involved persons.

8. No Reprisal

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedures.

9. Grievance Files

The District’s records dealing with the filing and processing of a grievance shall be maintained separately from the grievant’s personnel file. The grievant and/or Association representative shall have access to and copies of the documents dealing with the processing of the grievance.

ARTICLE VI - WORK STOPPAGE

Apart from and in addition to any legal restrictions upon and remedies for work stoppages or lockouts, the Association and the District agree to the following:

- A. Association Responsibility: Neither the Association nor its affiliates, California Teachers Association and National Education Association, nor their respective officers or representatives, shall cause, encourage, condone or participate in any strike, slowdown or other work stoppage against the District during the term of this Agreement for any cause or dispute whatsoever, including but not limited to disputes which are subject to the grievance/arbitration provisions of Article V, disputes concerning matters not mentioned in this Agreement, disputes relating to alleged unfair practices, and disputes with other employee organizations. In the event of any such actual or threatened strike, slowdown or other work stoppage, the Association and its officers and representatives will take all reasonable steps within their control to avert or end the same. This paragraph is directly enforceable in court by the District without regard to any unfair practice procedures or proceedings.
- B. Employee Responsibility: No unit member shall engage in any strike, slowdown, or other work stoppage against the District during the term of this Agreement. Any unit member who does so shall be deemed in breach of his or her individual contract of employment and shall be subject to appropriate legal proceeding.
- C. District Responsibility: The District shall not engage in a lockout of unit members during the term of this agreement.

ARTICLE VII - SPECIAL EDUCATION

The District recognizes its responsibility to provide a continuum of special education programs and related services in compliance with the applicable state and federal statutes and to adhere to the regulations and requirements of the West End Special Education Local Plan Area (WESELPA) as a member district. In addition to the requirements set forth by the WESELPA and applicable state and federal statutes, the Association and the District agree to the following:

1. When new services by a teacher are included as part of the student's individual education program, the Individual Education Program (IEP) team will define the frequency and duration of services in addition to the date services will begin. Consideration may be made by the IEP team to provide the receiving teacher with at least five (5) duty days after the IEP meeting before receiving the student. This will allow the new teacher time to prepare for the arrival of the student.

Excluded from this provision are special education students new to the District with an active IEP.

Should a student new to the District with an active IEP not be placed within the program identified within their IEP, the student will be transferred to the appropriate program by a Special Education administrator as soon as is reasonably practicable.

2. When unit members are requested to attend IEP meetings called during regular instructional hours, the District shall make a good faith effort to provide for the release of the unit member from his/her assigned duties in order to attend.
3. At any time, unit members may request an IEP meeting when concerns associated with identified students are evident (e.g. lack of student progress, modification to goals and objectives, assessment(s), additional support(s)).
4. Unit members shall be provided staff development/information to explain applicable Special Education legislation, provisions, and regulations.
5. Unit members will be provided support and services as specified within the IEP.

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6. When an IEP team determines that inclusion will occur, or a student new to the district enrolls with an active IEP calling for inclusion, the district will provide appropriate support (e.g. personnel, equipment, facilities and training).
7. If there is a recommendation to change a student's current placement, a potential receiving teacher shall be invited to the IEP meeting for that student. The District will make a good faith effort to provide the receiving teacher with pertinent information regarding a student considered for placement prior to the IEP meeting so as to be able to be an informed and knowledgeable member of the team.
8. On a voluntary basis, a unit member may supervise the administration of medication by a student which has been prescribed by a licensed physician for use by that student at school during the instructional day.
9. On regularly scheduled minimum days, special education unit members shall be provided time for collaboration, conferencing, preparation and attending District and site level meetings/in-services.
10. In order to facilitate the legal requirements of annually reviewing the IEP of each special education student, each special education unit member shall be provided up to two days of release time each year to engage in such annual review activities as directed by the responsible administrator(s).
11. The District will make a reasonable effort to hold special education support staff meetings (e.g. LSH, RSP, APE and nurses) during the duty day.
12. Under the general supervision of the site administrator, the unit member shall assign instructional aides to perform duties which are consistent with the classified job description and the student's IEP. Where appropriate, the unit member shall be involved in the interviewing and training of his/her aide.
13. For scheduling purposes (e.g. yard duty, dismissal, lunch, etc.), all special education classes shall adhere to an age appropriate site schedule. Prior to the assignment of a schedule, the affected teacher shall be consulted.
14. The District shall provide each special education teacher with designated textbooks, consumables, and/or materials which it deems are necessary to meet district curriculum requirements.

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15. The District will make a good faith effort to provide each LSH, SDC, RSP teacher a room with reasonable space and furniture for students, aide(s) and the unit member subject to possible constraints including the need to provide adequate housing for all students and staff at individual school sites. The District will send out the “Work Space Allocation Recommendations” annually to all site administrators.

16. Class Size/Caseload

The District shall make a good faith effort to adhere to the following class size/caseload:

Class Type	Class Size/ Caseload Range	Districtwide Target
Mild to Moderate Special Day Class (SDC)	10-14	12
Moderate to Severe Special Day Class (SDC)	9-13	11
Language, Speech, Hearing Specialist (LSH)	50-60	55
Resource Specialist Program (RSP)		28
Adaptive P.E. (APE)	50-60	55

If a class exceeds the Districtwide Target, the site administrator, working in conjunction with the unit member, will determine (subject to review by PPS administrator) additional support to be provided to the unit member.

The Pupil Personnel Services Coordinating Council will regularly review all classes/caseloads.

17. The District will make a good faith effort to protect the teachers’ professional time. To that end, the District will support the scheduling of IEP meetings during the regular school day.

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Teachers are not required to participate in IEP meetings longer than 60 minutes beyond the teacher's regular work day.

Elementary RSP teachers will receive the equivalent of one day per week to complete assessments, IEP meetings, paperwork and other required non teaching duties with the expectation that this time shall normally be one full day per week unless the RSP teacher and site administrator mutually agree to an alternative schedule.

ARTICLE VIII - HOURS OF WORK

- A. Minimum School-Based Assignment: The District recognizes that the varying nature of a unit member's day-to-day professional responsibilities does not lend itself to an instructional day of rigidly established length. The minimum school-based assignment hours shall be six and one-half (6 ½) hours exclusive of the unit member's regular lunch period. Within this limit, the site administrator shall determine class schedules, lunch schedules, and the arrival and departure times for each unit member. The site administrator shall consult with the staff or individual unit members regarding proposed schedules or changes in schedules, and the site administrator's determination shall not be arbitrary, capricious, or vindictive.

Permit teachers assigned to the pre-school program shall be assigned on-site duty hours, determined by the District, according to fiscal capabilities and program needs, but their hours shall not exceed the hours of regular teachers.

The District shall maintain a minimum staff of eight (8) nurses for the duration of this agreement.

Nurses shall normally be required to remain on the location(s) of assignment for at least seven (7) hours per day exclusive of the duty-free lunch period, and exclusive of any time when the nurse is "on call" but otherwise not on duty. However, it is recognized that their professional responsibilities will cause their duty day to vary in length, under the direction of their immediate administrator.

Recognizing that daily schedules may vary due to a variety of job-related factors, Teachers on Assignment not assigned to school sites shall normally have a seven and one-half (7 1/2) hour work day inclusive of the lunch period.

These minimum school-based assignment hours shall be applicable to every scheduled workday including days such as minimum pupil days and in-service days. However, if a minimum day is called due to weather problems, unit members may be released before the completion of their normal minimum day at the discretion of the site administrator, and without creating any precedent.

Unit members may be released from the above minimum school-based assignment obligations, at the discretion of the site administrator and without creating any precedent, in order to visit the Resource Center, attend District committee meetings, or for any other purpose satisfactory to the site administrator.

When night meetings are required of unit members, it is understood that the immediate supervisor will make a good faith effort to release unit members after classes that day, but before the normal minimum school-based assignment has been completed.

- B. Minimum Pupil Days: During parent conference weeks, the instructional days shall not exceed 240 minutes in length.

For Back-to-School Night and Open House, school sites shall schedule instructional days which do not exceed 240 minutes in length.

- C. Additional Hours and Instructional Duties: In addition to assigned classroom teaching duties, unit members shall be required to perform other duties, many of which will occur outside of the minimum school-based assignment hours, and some of which may be performed away from the worksite after hours. Such duties may include planning and selecting and preparing materials for instruction; reviewing and evaluating work of pupils; conferring and counseling with pupils, parents, staff, and administrators; keeping records; supervising aides as assigned; attending site level meetings, subject to the limitations specified below; participating in approved professional activities relating to the unit member's assignment; studying current literature to keep abreast of developments within the subject matter taught by the unit member; and assuming responsibility for the proper use and control of District property, materials, supplies, and equipment.

Other such instructional duties include supervising pupils within and outside the classroom and class hours; supervising and providing leadership of pupil organizations and school related activities as assigned; participating in Back to School and Open House activities; serving on committees providing advice and service to the District; and participating in approved staff development programs. In assigning the duties set forth in this paragraph, site administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to making an assignment, and that reasonable advance notice of scheduling is provided. In

assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious, or vindictive manner.

The duties set forth in this section are listed by way of example rather than limitation; however, it is understood that other duties must be reasonably comparable in nature to the above-listed examples. Other unit members in other administrative units shall continue to perform those duties appropriate to their assignments.

- D. Site Level Meetings: Site level meetings (e.g. staff meetings, grade level meetings, committee meetings, and department meetings) extending beyond the normal minimum school-based assignment hours shall not require more than five (5) hours of unit member attendance in any calendar month. Required site level meetings will normally not exceed 1-1/2 hours in duration.

Site level meetings which are planned to extend beyond the normal minimum school-based assignment hours shall normally be held on two (2) day advance notice.

Exceptions to the above may be made for the first four (4) weeks of school, as well as for Special Education teachers, and for emergency situations.

The District and the Association will annually determine the weekdays reserved for site level and/or district meetings. Under special circumstances, the calendar for meetings can be deviated from with the approval of the District and the Association.

- E. Staff Development: The site administrator shall consult with the staff regarding content and scheduling of staff development programs, including teacher preparation days.

- F. Lunch, Breaks, and Preparation Periods: Each unit member shall receive a daily, uninterrupted duty-free lunch break of not fewer than thirty (30) minutes, as scheduled by the immediate administrator, except when there are unscheduled fire drills or other such emergencies.

Each full-time Middle School teacher shall be afforded no less than one scheduled class period daily as a preparation period, except when there are unscheduled fire drills or other such emergencies.

The District shall assign sufficient additional personnel to provide not less than thirty-five (35) preparation periods per school year to full time classroom teachers grades 1-6 (excluding Middle School). The preparation period shall normally be one (1) class period per week of an hour (60 minutes) per teacher, or in the case of scheduling

difficulties, of no less than fifty (50) minutes without reducing student instructional time. Preparation period time may be shorter on minimum pupil days. The number of preparation periods for teachers working fewer than 184 days will be prorated.

Part-time release teachers will receive staff development days and preparation days proportional to, and included in, their assigned work year.

If a teacher is not provided his/her scheduled preparation period due to the absence of the curriculum support teacher and a shortage of substitutes, the preparation period shall be rescheduled. Normally, this will be rescheduled within five (5) instructional days.

Preparation periods for any unit members shall be used for professional, job-related work including preparation for classes, preparation of teaching materials, presentation of or attendance at demonstration lessons, and conferences with administrators, other employees, counselors, students, or parents.

Unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other unit members.

Notwithstanding the foregoing, on rainy days unit members may be assigned to perform pupil supervision duties during their normal duty-free lunch and/or preparation period. Prior to making such assignment, the immediate administrator shall first make a reasonable effort to obtain such supervision and relieve such unit members by using alternative solutions and/or other personnel, including any available aides, administrators, counselors, and unit members who are otherwise on duty. Also, the immediate administrator shall make a reasonable effort to ensure that such duties are equitably distributed among available unit members.

Whenever a unit member has not been provided a duty-free lunch break or a scheduled preparation period, the immediate administrator shall make a good faith effort to provide some compensatory time outside of student hours.

A unit member whose classroom and supervision duties would otherwise require working through a half day shall be permitted a relief break.

Speech/Language Therapists shall be provided the equivalent of one (1) afternoon per week of time without students assigned, for purposes such as preparation, conference, and curriculum development.

G. Period Substitute Pay

Each site will develop a plan when a substitute teacher is not available. The plan will include the following procedures for coverage for the affected classroom(s):

For Middle Schools: The administrator will first ask for volunteers. If no one volunteers for a particular period the administrator may assign unit members, provided that such assignment is done in an equitable manner from among all available unit members.

For Elementary Schools: The administrator will first make sure that assignments are equitably distributed among available non-classroom, certificated staff and that no unit member shall be required to provide substitute coverage for more than six (6) hours in one week.

In the event that non-classroom, certificated staff is unavailable, the administrator shall divide students among other classrooms in a fashion that will have the least impact on the instructional program. However, no unit member should have more than eight (8) additional students assigned to their class at any one time.

Compensation:

Unit members who provide substitute coverage shall be compensated as follows:

Middle School – Unit members shall be paid at 1/5 of the substitute daily rate for each period of coverage they provided.

Elementary – Unit members shall be compensated at the substitute daily rate, divided by the number of unit members who provided coverage. If the coverage is for less than a full school day, the amount shall be pro-rated.

H. Special Education Classes: The District shall make a good faith effort to start and end all special education classes at the same time as the regular classes at the site where the special education class is situated.

I. Kindergarten Share Time: Unit members teaching kindergarten classes will work sixty (60) minutes with other kindergarten teachers or kindergarten students (share time).

When there is an even number of AM and PM teachers, the time will be provided to support instruction in their partner's classroom.

If there is an odd number of kindergarten teachers, or all of the kindergarten classes are scheduled in the AM, teachers will be expected to collaboratively develop a plan to provide equal support to each other.

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Alternatively, the kindergarten teachers may develop a plan to support instruction of students in other primary grades, subject to the approval of the Association and District.

J. Assigned Days of Work: The total number of assigned days of work for different classes of certificated full-time unit members is:

Full time 184 days:

- Classroom Teacher
 - APE
 - Support Provider
 - Elementary Music
 - Nurse
 - Outreach Consultant
 - RSP
 - LSH Specialist
 - Teacher on Assignment
 - Counselor
 - Instructional Coach
 - Dean of Students, Middle School
 - OMTA President – 197 days
- Any unit member whose regular contract assignment requires additional days shall be paid on a pro-rata daily rate basis for any days beyond 184 in which they are expected to complete work regularly assigned to the position.
 - The work year of unit members employed in positions funded through Categorical/Grant programs will be determined by the requirements of the program/Grant.

K. Job Sharing: Job sharing shall refer to a District approved assignment in which two (2) unit members share one (1) full-time position. Job sharing assignments shall be filled only by unit members who have at least three (3) years of successful teaching experience and have jointly agreed to work together and have submitted the district form, to the Superintendent or designee who shall have the right to approve or deny the job sharing request.

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1. Process for Assignment: Unit members shall submit a written proposal to the Superintendent or designee for approval to participate in job sharing. This proposal must be received on or before sixty (60) duty days prior to the end of the year.

Unit members shall be informed of the status of their proposal within ten (10) duty days.

2. Compensation: Participants shall be placed appropriately on the unit member's salary schedule, receive a prorated portion of the individual's yearly salary, and be given appropriate added increments for advanced degrees or longevity.

Unit members working in such positions for at least 50% of a full time assignment shall receive one (1) step increment for each year of job sharing.

Unit members working less than 50% of a full time assignment shall receive a one (1) step increment after accumulating at least 75% of the work days designated for a full time assignment. These incremental units of service credit may be accumulated over multiple years.

Vertical movement will occur in July or at the mid-point of their work year.

3. Benefits: Unit members working in such positions shall receive a prorated amount of health, welfare, and leave benefits. Contributions to the State Teacher's Retirement System shall be proportionate to the time served and the salary earned.
4. Return to Full Time: Part-time unit members who hold full-time permanent status shall be transferred to full-time employment at the beginning of the school year provided they have informed the employer of their desire to do so prior to April 15.

- L. Music Classes: The District will make a good faith effort to provide music teachers with reasonable space, furniture and appropriate storage space.

ARTICLE IX - CLASS SIZE

- A. Pupil/Teacher Ratios: The District shall meet the following pupil-teacher class maximums, subject to possible constraints such as staff availability and classroom space:
1. Kindergarten Goals: 29.5 pupils per class average per school, with the maximum 31.
 2. Elementary Goals: (Grades 1-6): 29.5 pupils per class average per school, with primary grades (1-3) averaging 27.5, maximum 30; and with intermediate grades (4-6) averaging 31.5, maximum 32. Combined grades K/1 or 3/4 are covered by the primary ratio.
 3. Middle School Goals: (Grades 6-7-8): 32 pupil contacts per class period average with a daily pupil contact maximum of 160. For physical education, 45 pupil contacts per class period average with a daily pupil contact maximum of 225.
- B. Exclusions: Excluded from the above goals and maximums are:
- 1) those classes that are participating in the State Class Size Reduction (CSR) program.
 - 2) traditionally large group classes or experimental instruction such as instrumental or vocal music, situations in which two or more individual classes are assembled together for special instructional purposes, modular or team teaching situations, leadership and other similar situations.
- C. Enrollment Reporting: Analysis of individual class sizes, including SDC, shall be based on monthly school enrollment reports. Education aides are not to be counted as teachers for purposes of these computations. The Association may request enrollment reports when necessary.
- D. Over-Enrollment: Analysis of individual class sizes, including SDC, shall be based on monthly school enrollment reports. Teachers whose class-size average remains over the stated limits shall be compensated in accordance with the following:
- a. The District has a grace period of twenty (20) student days at the beginning of the year to correct over-enrolled classes.
 - b. After the grace period, any middle school teacher whose daily student contacts exceed the maximum allowed for a period of ten (10) consecutive days shall be

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compensated \$7.00 for each additional student contact per day and shall be paid retroactively to the first day of over-enrollment beyond the grace period.

ARTICLE X - TRANSFER PROCEDURES

A transfer is defined as the relocation of unit members from one school site or administrative unit to another. Transfers fall into two categories: 1) Administrative or involuntary transfers that are initiated by the District, and 2) transfers that are initiated at the request of the unit member on a voluntary basis. All transfers are subject to the following procedures:

A. Posting of Openings:

1. An opening is defined as a position at a school location which the District has determined is to be filled by a regular probationary or permanent unit member rather than a substitute or temporary employee. This District shall have the sole authority to determine when and where there is an opening.
2. The District will post at each school location a notice of each opening which occurs during the school year or summer session. Each notice shall state a deadline for applications which shall be not less than ten (10) working days after posting. The opening shall not be filled prior to such deadline.

The District shall, upon request of a unit member who has requested a transfer, notify him or her during each recess of any posted openings which may arise during that recess. The unit member's request must be in writing and must include a mailing address.

3. When openings occur at the beginning of the school year due to an underestimation of enrollment at a school, then such openings may be filled by administrative transfer (see Section B) without using the posting requirement established herein.
4. The District may, in cases where an opening occurs after the school year has commenced, fill such position(s) on an interim basis with a newly hired regular unit member without following any posting procedures. Assuming such a position is to be retained for the next school year, it is to be posted no later than (twenty) 20 calendar days prior to the last duty day of that assignment. First opportunity to interview will be given to administrative transfers, second to voluntary transfers, and third to a new employee.

B. Administrative Transfers

1. After February 1st no unit member(s) shall be transferred because of declining enrollment at their school site unless there is a corresponding need at another site.
2. When the District initiates a transfer, all unit members being administratively transferred shall be granted interviews at existing openings. Administrative transferees, including those who volunteered to be administratively transferred, will have first opportunity to interview for available openings, in preference to transfers voluntarily initiated by unit members. Those administrative transferees not selected and placed as a result of the interview process will be placed into openings deemed appropriate by the District prior to placement of voluntary transferees. When a choice of positions is possible, unit members may indicate an order of preference for appropriate consideration. Anyone granted an interview but not selected shall upon request, be notified in writing within ten (10) days as to the reason(s) for denial.
3. Should administrative transfers of unit members be initiated due to declining enrollment following the start of the school year, placements will be made based on available openings and selection opportunities will be offered to unit members as applicable.
4. An opportunity must be provided for the unit member to meet with the administrator recommending the transfer prior to effecting the proposed transfer, and to be advised in writing of the reasons for recommending such transfer. A copy of this written notice shall be placed in the unit member's personnel file for record. The unit member may file a written response to the reasons given. This response may be placed in the unit member's personnel file for record purposes only with the written permission of the unit member.
5. Reasons for Initiating Administrative Transfers:
Transfers shall be made only for educational program related reasons, such as the examples listed below, and shall not be made for vindictive, capricious or arbitrary reasons.
 - a) Placement of Unit Members Returning from Leaves or Categorical Aid Programs

b) Instructional Program Needs

This category of reasons is intended to cover changes in pupil enrollment, in programs or in curriculum, and also the need for particular instructional skills, experience or specialized services. It also includes situations where another school has a greater need for an employee's specialized services than does the school of current assignment.

c) Opening and Closing of Schools

When a new school is to be opened, all proposed vacancies to be filled shall be posted. Whenever possible, selections will be made on the basis of voluntary transfer.

However, when an opening of a school is accompanied by the closing of a school or grade level eliminations within a school, those unit members being displaced shall be accorded first preference in interviewing at the school being opened.

The closing of a school will require that all members assigned to the school that is to be closed will be given preference in interviewing for available openings in accordance with the procedure authorized in Part A of this Article.

The District should make the final decision to close a school as early as practicable and not later than July 1, except in extenuating circumstances.

d) Certification Adjustment

From time to time it may be necessary to transfer a unit member when it is determined that the assignment is in violation of credential authorization.

e) Performance Renewal

A unit member may be transferred in order to provide a reasonable opportunity for an improvement of performance.

f) Specially Funded Program Comparability Requirements

6. Selection of Personnel to be Administratively Transferred

When an administrative transfer is deemed necessary under Paragraph B.3, the District shall abide by the following procedure:

First, administrators at affected sites will solicit volunteers. If (when) there are insufficient qualified volunteers, administrators shall base their selection of personnel for administrative transfer upon unit member seniority unless they can provide justification that a specific transfer would negatively impact students because the programmatic expertise of a less senior unit member is crucial for the continued success of a current curriculum/instructional program or because the credential held by a less senior member is essential to the immediate program needs of his or her present site.

If and when a transfer is required mid-year, administrators shall follow the same transfer protocol outlined above. However, in the case of mid-year transfers, in addition to programmatic expertise and credential authorizations, administrators shall consider the number of staff moves involved in the new assignment(s) and/or reassignment of pupils so to create the fewest reassignments of staff and/or pupils at the site.

No unit member may be administratively transferred more than once every three (3) years, except in the event of a school closing, program change, or credential restriction. No unit member shall be transferred solely because he/she has applied for a leave of absence.

C. Transfers Initiated by Unit Members:

All unit members who have initiated a voluntary transfer have the right to apply for any posted opening for which they are qualified. Any unit member who has completed the appropriate Transfer Request Form shall have the opportunity for at least one interview for a position on Posting #1 that is reflected on their request form. Unit members will be responsible for making the contacts with the site administrator(s) for an interview and that interview will be granted within a reasonable time up to and inclusive of the first week of Posting #2. At any other time, each unit member who applies for a posted position shall be granted an interview or written notification, upon request, stating why he or she was not interviewed.

Anyone granted an interview but not selected shall, upon written request, be notified in writing within ten (10) days as to the reasons for the denial.

The filing of a Request for Transfer shall be without prejudice to the unit member, and shall not jeopardize his/her present assignment. The Request for Transfer may be withdrawn at any time prior to official confirmation that the transfer has been effected. A transfer has been effected at the time the receiving administrator, the applicant and the Personnel Division concur to the transfer.

D. Non-Transfer Assignment Changes

Assignment change is defined as a movement within a school between subject area, grade level, and/or rooms.

Prior to making any final decision regarding the change in assignment, the immediate administrator or his/her designee shall discuss the proposed change with the unit member, and, if the unit member objects to the proposed change, shall consider the unit member's suggested alternative ways of handling the situation. The administration shall then provide the unit member with a written statement of assignment change, noting grade level/subject, location, and effective date.

For the ensuing school year the administration shall provide each unit member with a written statement of his/her tentative assignment. In making assignment changes, the administrator shall follow the procedures as outlined above as well as considering unit member preferences. The written statement will be given to the unit member 15 duty days prior *to* the unit member's last scheduled work day. It is understood that unforeseen conditions impacting on the instructional program may alter the contents of the written statement.

E. Assistance in Assignment Change and/or Administrative Transfer:

When there is an assignment change and/or administrative transfer within the school year, a unit member may request a reasonable period of non-teaching preparatory time of up to three (3) instructional days. At the request of the unit member, up to the equivalent of (1) one school based minimum assignment day, as defined in Article VIII – section A of this agreement at the work shop rate, may be substituted for two (2) release days. Permission for such release time shall not be unreasonably withheld or unreasonably limited by the immediate administrator.

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The District will also furnish reasonable assistance to move personal teaching materials and equipment.

ARTICLE XI - EVALUATION PROCEDURES

A. General Provisions

1. Evaluation: A procedure for the appraisal of an employee's performance and professional growth based on the criteria set forth in the California Standards for the Teaching Profession.
2. Notification: The site/department administrator will designate the evaluator and provide notice to the unit members by the 20th duty day of school. The designated evaluator will meet with unit members by the 30th duty day of school to discuss and collaboratively determine the form of evaluation. The evaluator shall have the sole responsibility for the final evaluation.

B. Forms of Evaluation

1. Formal Observation Method: A procedure which shall include ongoing assessment of Standards for the Teaching Profession through the use of observations, evaluation conferences, and, where necessary, recommendations and assistance for improvement.
2. Peer Coaching Method: In peer coaching, teachers collaborate as coaching partners in a reciprocal, confidential, teacher-directed process of pre-conferencing, data gathering and analysis and post conferencing. Activities are directed toward goals collaboratively agreed upon with the designated evaluator at the start of the collaborative process.
3. Professional Portfolio Method: A professional portfolio is a systematic, organized and on-going collection of evidence and artifacts used to demonstrate growing competence in the standards of the teaching profession. Reflection, collaboration, and reassessment are essential elements in the process of creating a portfolio.
4. Action Research Method: Action Research is a study of practice through disciplined and focused inquiry resulting in the deeper understanding that the analysis of relevant data can provide. The focus and method of data gathering is collaboratively determined between the evaluator and teacher.

Each method will culminate in a Final Evaluation Report which shall become part of the unit member's personnel file at the completion of the process. Frequency and timing of the Final Evaluation Report will be determined by the method of evaluation agreed upon.

C. Frequency of Evaluation:

1. Probationary and temporary unit members shall be formally evaluated each school year, using the Formal Observation Method, until they attain permanent status.
2. Permanent (tenured) unit members shall be evaluated at least every other school year.
3. Permanent unit members who have had at least two (2) consecutive satisfactory evaluations may collaboratively select from the full array of evaluation methods. Upon agreement of the evaluator and the unit member, unit members shall be formally evaluated at least every five (5) years if they have permanent status, have been employed by the District at least ten (10) years, are “highly qualified” as defined by No Child Left Behind (NCLB) regulations, and whose previous evaluation rated the unit member as meeting or exceeding evaluation standards. Either the unit member or the evaluator may withdraw consent at any time within the contractual timelines of evaluation. Frequency of formal evaluation may be collaboratively determined, with consideration of the method selected. However, a final Evaluation Report is required at least every five (5) years.
4. Both OMTA and the District acknowledge the importance of California Standard for the Teaching Profession 6 (CSTP 6), “Developing as a Professional Educator;” however, an unsatisfactory evaluation is defined as one in which the teacher receives a score of “1” on any of the first five (5) CSTPs or receives a majority of “2s” on the first five (5) CSTPs. When any unit member has received an unsatisfactory evaluation, the unit member shall be formally evaluated annually until he/she achieves a satisfactory evaluation.

D. Formal Classroom Observation

1. The District shall ordinarily conduct three (3) formal classroom observations, each of which shall normally extend for a period of not less than thirty (30) minutes and shall be scheduled with the unit member at least one day in advance. With agreement of both the unit member and the evaluator the number of formal observations may be reduced to two (2) or one (1) in cases of obvious satisfactory performance by permanent (tenured) unit members. If additional observations become necessary, the unit member may submit a written request, and receive a written rationale from the identified evaluator.

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2. The formal observation shall be followed by a written report to the evaluatee and a conference ordinarily within five (5) duty days.
3. A unit member whose formal classroom observation demonstrates evidence of practice(s) not consistent with standards in one or more areas shall be entitled to at least one additional observation, including a pre-observation conference, addressing the identified area(s).

E. Informal Observations

1. The purpose of the informal observation is to provide additional information and on-going feedback between the evaluator and the unit members as it regards the unit member's performance and professional growth based on the criteria set forth in the California Standards for the Teaching Profession. The informal observation is not normally intended to result in formal documentation.

F. Performance Assistance

In the event that practices not consistent with standards are identified, the evaluator shall take positive action to assist the unit member in correcting the identified practices. The evaluator's role to assist the unit member may include, but is not limited to the following:

1. Specific recommendations for improvement;
2. Direct assistance to implement such recommendations;
3. Additional resources to be utilized to assist with improvement;
4. Assistance with data analysis;
5. Observations;
6. Professional development;
7. Visitations to other sites

G. Assistance Plan

If a formal written assistance plan is deemed necessary, it shall be provided to the unit member at that time that practices not consistent with standards are identified in order to allow the opportunity for remediation.

H. Final Evaluation

1. In preparing the Final Evaluation Report for placement in the unit member's personnel file, the evaluator shall rely primarily upon data and evidence generated through the evaluation method selected. Any practices not consistent with standards which may

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have been brought to the attention of the unit member and subsequently corrected shall not be included in the final evaluation form.

2. The Final Evaluation Report shall be completed and a copy provided to the evaluatee, at least thirty (30) calendar days prior to the last duty day.
3. No later than fifteen (15) calendar days prior to the unit member's last duty day of the school year, a final evaluation conference shall be held to discuss the content of the Final Evaluation Report. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation.

I. Guidelines

A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct. Unit members shall not be required to participate in the evaluation(s) and/or observations of other unit members. The evaluation of unit members pursuant to this Article, shall not include or be based upon the following:

1. Standardized test results.
2. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

ARTICLE XII - LEAVES OF ABSENCE

A. General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense pursuant to the terms of the insurance plan, provided they make advance payment of the premium in a manner reasonably required by the district.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.

A leave protects the unit member by holding a place in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained.

There is however, no assurance when a leave of absence necessitates a long-term replacement (a semester or longer), that the return assignment will be in the school or administrative site where such unit member was assigned when the leave was authorized.

Unit members who are on a part-time regular assignment shall be entitled to leaves of absence in the same ratio that their employment bears to full time employment.

A unit member who calls in to report his or her absence, may request a particular substitute, and such request shall be honored unless said substitute is unavailable, unacceptable to the site administrator, or does not meet the requirements for the position.

Unit members may also notify the District as to their appraisal of a substitute's performance and ability.

A unit member who intends to return from an absence must contact the school or site prior to student departure on the day preceding the return. If he or she is unable to make such a determination at that time, the District must be notified pursuant to local site

procedures not later than 5:30 a.m. One who fails to notify the District of intention to return to duty before 5:30 a.m. of the day of intended return shall not be permitted to return to duty and shall be charged with one additional day of absence, assuming that the District has hired a substitute for the day.

Unit members on a long-term leave must comply with all Personnel Office procedures relating to giving notice of intended return and to return as scheduled unless they have made alternative arrangements agreeable to the District.

Those who fail to give such timely notice to return as scheduled may be deemed to have resigned and abandoned their right to return. The Personnel Office shall be entitled to use the employee's address of record in order to send notice of any such procedures.

For unauthorized absences, the District shall deduct a salary amount equal to the ratio of days absent to the days of required annual service.

B. Paid Leaves

Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages, salary supplement (fringe benefit) coverage, and retirement credit, the same as if they were not on leave.

1. Sick/Disability Leave

The purpose of sick/disability leave utilization, except as provided elsewhere in this contract, shall be for personal illness, disability (including pregnancy disability) or for legally established quarantine. (See also Maternity/Paternity Leave, Family Illness/Personal Necessity Leave).

Unit members who are employed full time shall accrue one day of sick leave for every eighteen days of regularly scheduled service.

Unit members who work less than full time shall accrue sick leave in the same ratio that their employment bears to full time employment.

During a school year, unit members shall accrue sick leave for extended year/summer school/intersession based upon the following formula:

- 100 plus or more hours earns one (1) sick leave day
- 75-99 hours earns $\frac{3}{4}$ sick leave day
- 50-74 hours earns $\frac{1}{2}$ sick leave day

- 25-49 hours earns ¼ sick leave day

Sick leave days accrued by a unit member may be utilized during summer school/intersession(s) at the rate of one day of sick leave for each duty day.

Allowable sick leave credit for any one school year need not be accrued prior to being taken by the unit member during said year. Such leave may be taken at any time during the school year when the unit member actually is unable to perform duties. A unit member who terminates employment prior to earning sick leave taken in advance of accrual shall have the appropriate amount deducted from his/her final check.

Earned or accumulated sick leave shall not be considered as vacation, nor shall a unit member be reimbursed for unused sick leave at the time of separation, except as provided in Education Code for purposes of retirement.

Sick leave shall not be transferable from one unit member's accumulated balance to that of another employee under any circumstances.

a. Compensation

Any unused sick leave credit may be used for sick leave purposes, as defined, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent under the provisions of this policy shall receive the difference between his or her pay and the amount paid a substitute, or if no substitute was employed, the amount that would have been paid a substitute if one had been employed. In order to qualify for differential pay, a unit member shall utilize available leaves in the following sequence:

- 1) All industrial Accident or Illness Leave days, when applicable.
- 2) All remaining current year days credited for sick leave (10, 11, 12 days).
- 3) All accumulated sick leave.

In no event shall days of differential pay exceed five (5) months in any school year exclusive of sick leave earned during the current school year. Only one increment of differential pay shall be allowed for any single and continuous illness that continues into the next school year.

b. Medical Clearances and Examinations

1. Upon return to active service, the unit member shall complete the Employee Absence Report.

2. A unit member whose absence under this section exceeds ten (10) duty days shall, upon request, submit a statement from an appropriate medical doctor and/or licensed practitioner, stating the reason for the absence and indicating an ability to return to her/his position without restrictions or detriment to the unit member's physical and emotional well-being. If such a medical clearance is required from a District-designated doctor, it shall be at District expense.
3. The District may require verification of absence of less than ten (10) duty days if the District has reason to believe that the sick leave provisions of this Article have been abused.
4. Notice to the District of intended return to duty must conform to section A of this Article.

2. Family Illness/Personal Necessity Leave

A unit member may use up to ten (10) days of paid sick leave during each school year for the following reasons:

- a. Death of a member of the unit member's immediate family,
- b. Illness of a member of the unit member's immediate family,
- c. A serious accident involving the unit member's person or property, or the person or property of a unit member's immediate family, and/or
- d. Circumstances which are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

The unit member is to make every effort to comply with District procedures for securing a substitute.

Unit members shall submit notice of the need for personal necessity leave to the immediate supervisor at least two (2) days prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Although the unit member will not be required to explain the specific reason if he/she does not wish to, all unit members taking the personal necessity leave must sign an affidavit which indicates whether the leave is for a, b, c, or d above and which also assures that the leave is not being used for purposes listed on the affidavit as exclusions from the intent of the leave.

3. Personal Leave

- a. One of the ten (10) days of “Family Illness/Personal Necessity Leave” listed in paragraph 2, above, may be taken for any reason personal to the unit member, except that such a day shall not be used for (1) a work stoppage or when more than 5% of the bargaining unit is absent or expected to be absent, (2) cannot be used after the fact to substitute for an absence denied under other provisions of this section or article, and (3) is subject to advance notice requirements set forth above.
- b. Any unit member who maintains more than 24 days of accumulated sick leave as of June 30, shall be entitled to use two (2) of the ten (10) Personal Necessity Leave days for Personal Leave during the following school year.

4. Bereavement Leave

A unit member shall be granted leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three (3) days, unless travel of more than two hundred (200) miles is required; in such a case the length of the leave shall be for five (5) days.

“Member(s) of the immediate family” as used herein shall be in accordance with Article XX – Definitions.

5. Judicial and Official Appearance Leave

Judicial and official appearance leave shall be granted for purposes of regularly called jury duty, appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for the reasons not brought about through the initiation, connivance or misconduct of the unit member.

- a. Jury Duty: A leave of absence without loss of salary shall be granted to a unit member who is officially called for jury duty not to exceed a total of twenty (20) days per school year. Juror’s fees, exclusive of mileage, received by the unit member shall be deposited to the credit of the District.

After twenty (20) days of absence for jury duty, the unit member will receive only the difference between his/her pay and the amount paid to the substitute. In such case, the unit member will retain the juror’s fees insofar as the

combination of juror's fees and pay from the District does not exceed the unit member's regular District compensation.

However, nothing herein shall preclude the Board, in its sole discretion from granting an extension of this leave.

- b. Court Appearance (other than Jury Duty): If any court or agency appearance is required of a unit member by the District, or is required by a court or agency in furtherance of the District's services (e.g., to testify in a child neglect hearing) it shall be made without loss of pay and without charge to any other accrued leave benefits.

For other necessary court or agency appearance, the unit member may utilize the personal necessity leave section of this Article.

- c. Dismissal Hearings:

A unit member, not under suspension, for whom a dismissal hearing is being held will be fully compensated at his/her regular rate for any absence(s) from regular duties while attending said hearing pursuant to Education Code 44939 or 44940.

6. Industrial Accident and Illness:

Industrial accident and illness leave shall be granted to unit members in accordance with provisions of this procedure for injury or illness incurred within the course and scope of the unit member's assigned duties.

In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District-appointed physician to verify his/her condition and to evaluate any claims.

A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the District-appointed physician and from the treating physician, certifying the unit member's ability to return to his/her physical and emotional well being. If such a medical clearance is required from the District designated doctor, it shall be at District expense.

A unit member who has sustained a job-related injury or illness shall notify the immediate administrator of the injury or illness no later than the next scheduled work day following the accident, except when there are legitimate extenuating

circumstances. The District Accident Report Form shall be filed within five (5) working days of the report and kept on file in the Business Office.

Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident. Allowable leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year.

Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day for each day of authorized absence regardless of a temporary disability indemnity award.

Any 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 Board authorizes travel outside the State.

During any industrial paid leave of absence, the unit member shall endorse to the district the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

The benefits provided in this section are in addition to sick/disability leave benefits in B-1 above.

Upon conclusion of the industrial paid leave, the unit member may utilize any available sick leave benefits. However, any sick utilization, when combined with any temporary disability indemnity, shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

7. Sabbatical Leave (Funded for the Term of this Agreement)

- a. Purpose: Unit members may at the discretion of the Board be granted a leave of absence for the purpose of professional study or travel which will benefit the pupils and the schools of the District. A sabbatical leave for the purpose of travel normally

will be approved only if the proposed travel program incorporates a plan of study or research in an area related to the unit member's field of work.

- b. Eligibility: To be eligible for a sabbatical leave, the unit member must have served at least seven (7) consecutive years immediately preceding the leave as a regular full-time certificated employee of the District. Leaves of absence do not cause interruption of service for this purpose, but time spent on such leaves may not be counted toward the requirement of seven years. Service of at least 75 percent of 184 teaching days in each year counts as a full school year.

After a unit member has had a sabbatical leave, an additional seven (7) years must be served before becoming eligible for another sabbatical leave.

The number of unit members absent on sabbatical leave at any one time shall not exceed one percent (1%) of the total number of unit members.

- c. Length of Leave: Sabbatical leaves shall be not less than one semester nor more than two semesters in duration. A two-semester leave must be completed during a single school year.

Interruption of the program of study or travel caused by serious injury or illness shall not affect the amount of compensation to be paid such employee under the terms of such sabbatical leave, provided the Personnel Division has received notification of such accident or illness by registered or certified letter within fifteen (15) days of the occurrence of the injury or illness, together with such evidence of physical condition as may be required by the District.

- d. Compensation: A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the Superintendent, unless such employment was disclosed and approved as part of the application procedures described below.

Compensation for the unit member on sabbatical leave shall be one-half of the regular salary which would have been received had he or she remained in active service. The unit member shall receive service increments, salary reclassification, and any other benefits, proportionately, to which he or she would have been entitled had active service status been maintained.

The unit member must post a suitable bond indemnifying the District against loss should the unit member either fail to satisfactorily complete the leave conditions, or fail to render service to the District upon return for at least twice the amount of time spent on the approved sabbatical leave. The bond shall be exonerated in the event the failure to render the agreed upon services is due to death, or physical or mental disability of the unit member.

- e. Return from Leave: Upon completion of the leave, the unit member shall return to the District in a position of the same status and rank as that held prior to the leave.

The unit member shall, within forty-five (45) days following return to active service in the District, submit a comprehensive report to the Sabbatical Leave Committee certifying the successful fulfillment of the terms and conditions under which the leave was granted. This comprehensive report shall include:

- 1) Formal Study Leave – An official transcript showing all courses completed and/or degrees earned and a copy of all pertinent materials developed during the leave.
 - 2) Travel Leave – A written report including a complete travel itinerary and a complete file of all pertinent materials collected and/or developed during the leave.
 - 3) A recommendation for use within the District of all of the materials collected or developed.
- f. Failure to Return or Observe the Sabbatical Leave Plan: If it should be determined by the Board of Trustees that the intent of the sabbatical leave plan was not fulfilled or was only partially fulfilled, the Board may take action to penalize the unit member financially, including action against the indemnity bond. Failure to satisfactorily provide the required report is considered to be a failure to fulfill a condition of the leave.
- g. Application Procedure: Applications must be submitted on forms provided by Human Resources and must be filed by December 1 for leaves to be taken during the second half of any school year. Applications for the first half of the subsequent school year and for two semester leaves must be filed by March 1. The District shall provide the Association with a list of the applicants during March.

Applications must include a complete outline of the proposed leave program and a statement of how the program will benefit the schools and pupils of the District.

Priority in selection shall be given according to the value of the leave to the District, soundness of the leave proposal, and the applicant's length of service in the District.

Applications will be reviewed and recommendations made for approval/disapproval as provided herein:

1) Applicant:

- a) Completes application form for sabbatical leave in triplicate and submits the application to the Chief Human Resources Officer.
- b) When informed of leave approval, obtains a self-financed satisfactory statement of health (physical examination) and submits the results to the Chief Human Resources Officer.
- c) Posts suitable indemnity bond pursuant to above.
- d) Notifies Chief Business Officer in writing of address to which warrants are to be forwarded.
- e) Upon return from sabbatical leave, the unit member shall file the required report. The unit member shall not be considered as having completed the requirements for the sabbatical leave until the report noted above has been verified by the Sabbatical Leave Committee and approved by the Board of Trustees.

2) Application Review and Approval: The applicant's service records and applications for leaves shall be reviewed by a Sabbatical Leave Committee.

The Sabbatical Leave Committee shall composed of:

- a) Director of Certificated Human Resources (Chairman);
- b) Two Administrative members, appointed by the Superintendent, either General Administration or principals, one representing the elementary schools and one representing the junior high schools; and

c) Two unit members appointed by the Association, one representing the elementary school personnel and one representing the junior high school personnel.

3) Sabbatical Leave Committee Duties: Each member of the Sabbatical Leave Committee shall evaluate each application on the following scale: “Highly Recommended,” “Recommended,” “Recommended with a Low Priority,” or “Not Recommended.”

The chairman of the committee will prepare a composite evaluation of each application, based on individual evaluations of committee members, to be forwarded to the Superintendent.

4) Board of Trustees approves or denies applications acting upon the recommendation of the Superintendent.

8. Professional Growth Leave:

Unit members may initiate application for paid leave for the purpose of participating in a workshop, conference, seminar, observation, or other professional growth activity. Unit members seeking such a leave shall apply to the Teacher Initiated Professional Growth Committee which shall be charged with evaluating and selecting those who are to receive the leaves from among the applicants. The committee shall be composed of an equal number of representatives of the Association and the District. The Professional Growth Leave fund shall be \$35,000 per year. This leave fund shall be independent of any other available staff development funds or programs which may be available in the District.

Unit members who are permitted such leaves shall not be deemed or hold themselves out as official representatives of the District unless specifically authorized by the Superintendent or designee.

9. Maternity/Paternity Leave:

a. Paid Portion: Sick leave (section 1 of this Article) may be utilized during the period of time a pregnant employee must be absent from duties because of disability resulting from pregnancy and/or convalescence following childbirth or miscarriage. The dates of such disability must be certified by the attending

physician. All such leaves shall be in accordance with the sick leave provision of this Article.

- b. Unpaid Portion: A pregnant unit member may apply for an unpaid health leave (Section C-2 of this Article) or personal leave (Section C-3 of this Article) during pregnancy.
- c. Paternity Leave: A unit member may elect to utilize paid personal necessity leave for the birth of his child and related emergencies (see Section B-2 of this Article), and may apply for an unpaid personal leave (Section C-3 of this Article) or child-rearing leave (Section C-1 of this Article).

C. Unpaid Leaves

Those who go onto an unpaid leave during any pay period shall receive their salary supplement (health and welfare) coverage for the balance of that pay period. Thereafter, they shall be allowed to remain, at their own expense, on continued coverage pursuant to the terms of the insurance plan selected, provided they make advance payment of the premium in a manner reasonably required by the District.

1. Child Rearing Leave

A leave of absence equal to up to one year shall be granted upon request without pay to a unit member for the purpose of caring for his/her child, so long as the child is under five years of age or is an older child with adoption requirements or special problems requiring full time care.

Request for leave shall be made as far in advance as reasonably possible, preferably within one month before the leave is to commence, unless such time is shortened by the District to accommodate an unforeseeable emergency situation.

The effective dates of the leave shall begin and end at times approved by the Board.

A unit member shall not accept gainful employment while on a child rearing leave without prior approval of the Superintendent.

Return to service should coincide with the beginning of a grading period unless the Superintendent approves an earlier or later date, and a leave may be extended in order to make it so coincide.

2. Health Leave

A permanent unit member may, at the discretion of the Board be granted leave of absence for reasons of health, such leave to be specified for a period of not less than one semester or more than one school year. Any leave of absence granted under these provisions shall be without compensation.

An applicant shall submit a written request accompanied by a medical statement verifying the need for the leave. Said request shall include the desired beginning and ending dates of the leave. The request shall be submitted to Human Resources in sufficient time for consideration by the Superintendent and presentation to the Board of Trustees prior to the desired effective date of the leave.

A unit member shall not accept gainful employment while on a health leave of absence without prior written approval of the Superintendent.

Prior to returning to active duty the unit member shall submit a medical statement indicating the ability to assume assigned duties without restrictions and without detriment to the unit member's physical or emotional well-being.

3. Personal Leave

A permanent unit member may, at the discretion of the Board, be granted leave of absence for reasons not enumerated elsewhere in this Agreement. If granted, the leave will be without compensation and shall be for a period of not more than one school year. A leave granted under these provisions shall not extend from one school year into another.

A unit member seeking an approved personal leave of absence shall submit a written request which includes the reason(s), any supporting information relating thereto, and the requested duration of the leave.

The request shall be submitted to Human Resources in sufficient time for consideration by the Superintendent and presentation to the Board of Trustees prior to the proposed effective date of the leave.

A unit member shall not accept gainful employment while on a personal leave of absence without prior written approval of the Superintendent.

4. Family Medical Leave Act (FMLA)

The District shall grant family care and medical leave to eligible unit members in accordance with current state and federal law. Unit members taking this leave shall be reinstated in the same or comparable position upon returning from family care leave, except as allowed by law.

5. Military Leave

a. General Provisions

Every unit member employed by the District in a probationary or permanent position who enters the active military service of the United States or of the State of California, including active service in any uniformed auxiliary of, or to, any branch of such military service, shall be entitled to and granted a military leave of absence.

b. Length of Leave

1) Temporary Leave: A unit member who is a member of the reserve corps of the armed forces of the United States, National Guard, or of the Naval Militia, shall be entitled to a temporary military leave of absence not to exceed 184 calendar days while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises or like activity.

2) Indefinite Leave: A military leave shall be granted for the period of ordered service plus six months after the unit member honorably leaves military service or is released to inactive duty.

c. Compensation

A unit member employed by the District for one calendar year or more shall receive his/her full usual pay for the first thirty (30) days of such military service.

d. Status of Employee

In the case of a probationary employee, the period of such absence shall not be counted as part of the service required as a condition precedent to the attainment of a permanent status.

e. Effect on Benefits

1) Time spent on military leave counts toward salary step advancement within the limits of the Salary Schedule procedures of this Agreement.

2) Sick Leave and Vacation

a. Temporary Leave – Sick Leave and vacation benefits accrue to unit members on temporary leave if such member was in the service of the District for a period of not less than one year immediately prior to the date upon which his temporary military leave began.

b. Indefinite Leave – A unit member shall not be entitled to accrue sick leave or vacation benefits during this leave.

f. Request Procedure

A written request for military leave, with a copy of the orders attached, shall be submitted to Human Resources as soon as the orders are received.

g. Return to District Service

The leave shall terminate, and right to return to District service shall not apply, if the unit member voluntarily requests an extension of his original term of enlistment, service, or tour of duty.

6. Leave(s) While Holding Elective Public Office

Unit members shall be provided the opportunity to exercise the duties attendant to holding an elective public office to which they have been duly appointed or elected. This shall be in the form of Leave of Absence for Holding Elective Public Office.

a. Leaves While Maintaining Full Time District Employment

Leave of absence may not exceed four (4) days in any one calendar month for a unit member holding public office while maintaining full-time employment with the District. Such leaves will be granted with a deduction in pay equaling one dollar (\$1.00) above the current daily rate paid for substitute replacements for each day or half-day of absence granted under this policy.

These authorized days or portions of days may be utilized in the following manner:

- 1) Full Day Leave: Upon request to his immediate administrator, a unit member may request up to a maximum of four (4) full days per month. When requesting two (2) or more days in sequence, requests must be made at least forty-eight (48) hours in advance of the need for such leave. A unit member may not, while on leave, request another leave for the next full or half day.
- 2) Half Day Leave: Upon request to his immediate supervisor, a unit member may request up to a maximum of eight (8) one-half day leaves, except that when an assignment including students is involved:
 - a. Not more than four (4) one-half day leaves may be taken for either morning (AM) or afternoon (PM) absences during any one calendar month.
 - b. A half-day for junior high school teachers is defined as being:
 1. Morning: The time that such member is required to be on duty before classes begin and the first three periods.
 2. Afternoon: Classes conducted after lunch break and the time that such member is to remain on duty after dismissal of normal upper grade classes.
- 3) Aggregate Leave
 - a. No class hour or period may have more than a total of four (4) absences accrued against it for purposes of this policy in any calendar month, when combining full or half-day leaves.
 - b. Leave days may not be cumulative from month to month or year to year.
- 4) Differing Work Years: Leaves of absence for purposes of this policy will be allocated on the basis of a unit member's regular work year and, in any case, may not exceed:
 - a. Ten (10) month – 40 days
 - b. Eleven (11) month – 44 days
 - c. Twelve (12) month – 48 days

b. Full-Time Elective Office (Including Election to Legislature):

In the event the elective office is a full-time occupation, an unpaid leave of absence of not less than one semester, encompassing the first term of office shall be granted, providing the unit member has achieved permanent status in the District. For purposes of this provision, an elective public office is determined to be a full-time occupation when a unit member must, in order to carry out elective duties, be absent from assigned work days beyond those authorized leaves of absence available to all unit members.

During the term of such leave of absence, the unit member may be employed by the District to perform such less than full-time service for such compensation and upon such terms and conditions, as may be mutually agreed upon between the District and the unit member.

c. Use of District Facilities and Personnel:

At no time may a unit member absent himself from assigned duties and responsibilities or from students who are under his or her supervision in order to confer with any party by telephone or in person concerning the duties or responsibilities of said public office. School District employees shall not be responsible for sending or receiving messages for a unit member attendant to his or her duties while holding an elective public office, except in case of emergency. Such inquiries and messages received will be directed to the unit member's place of public office.

The involvement of other District personnel during their working hours, to assist in performing the duties or responsibilities of said public office, is prohibited.

The use of District telephones, typewriters, reproduction machines or other office materials is prohibited in performing the duties or responsibilities of said public office, whether during or after the unit member's regular work hours.

ARTICLE XIII - SAFETY CONDITIONS

- A. General: The District shall make a good faith effort to provide employment and a place of employment which is as safe as the nature of the employment and assigned duties reasonably permits. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of serious bodily harm to the unit member, provided that he or she has reported the problem and, where appropriate, made a reasonable effort to remedy or avoid the condition.
- B. Assaults: Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor. The incident shall also be promptly reported to the appropriate law enforcement authorities by involved parties or witnesses as prescribed by California Education Code Section 44010a. Such notification shall immediately be forwarded to the Superintendent or designee. The Superintendent and designee shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the unit member, police and courts.
- C. Defense: If an altercation, disturbance, or student discipline situation results in a lawsuit against a unit member by a student or parent, or results in a criminal complaint being lodged against a unit member by a student or parent, such member may request the District to furnish legal counsel at District expense to defend the action. If the Board declines the request, and the action then culminates with a final judgment on the merits after trial in favor of the unit member, then the Board shall reimburse the unit member for reasonable attorneys' fees actually incurred in defense of the action.
- D. Orientation: As 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 unit member. Revisions shall be furnished to all unit members.
- E. Property: Reimbursement shall be made to any unit member for the loss, destruction, or damage by arson, burglary, vandalism, or student disturbance, of personal property

used in the schools of the District for educational purposes, subject to the following restrictions:

- 1) Personal property such as automobiles, clothing, jewelry, glasses, watches and the like are not subject hereto.
- 2) Reimbursement shall be made only when approval, prior to loss is obtained from the site administrator on a District-provided form. The value of the property shall be agreed upon in writing and prior to loss, between the unit member and the site administrator.
- 3) No reimbursement shall be made for mysterious disappearance, accidental damage, loss suffered because of lack of due care by the owner or any other cause not specified above.
- 4) The maximum recovery allowable hereunder for any occurrence is \$500.
- 5) Prior written approval of the immediate administrator is necessary for the personal instructional property to remain on District property over a weekend, on holidays or during vacation periods.

- F. Administrative Support: During the instructional day, a designated certificated managerial person (not in the bargaining unit) shall either be present on site, or available on short notice to go to the site, in order to deal with emergency situations. If a site administrator's absence is anticipated to be of an extended duration, the District shall provide a temporary replacement administrator. Also, the District shall make a reasonable effort to minimize administrative meetings during student attendance hours.

ARTICLE XIV - NON-DISCRIMINATION

The District shall not, in administering this Agreement, unlawfully discriminate against and/or harass unit members on the basis of actual or perceived race, color, national or ethnic origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender or sexual orientation. Nor shall the District unlawfully discriminate against and/or harass unit members on the basis of lawful political affiliation, or because of membership, non-membership or participation in lawful activities of an employee organization. The District shall not retaliate against any unit member who complains, testifies or in any way participates in the District's complaint procedure.

ARTICLE XV - PERSONNEL FILES

- A. There shall be a single personnel file for each unit member. Personnel files shall be kept in the Human Resources office of the District.
- B. Materials in personnel files of 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. Such material is not to include ratings, reports, or records which:
- 1) were obtained prior to the employment of the person involved,
 - 2) were prepared by identifiable examination committee members, or
 - 3) were obtained in connection with a promotional examination.
- Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his or her review of the file. Personnel file inspection shall be scheduled with Human Resources in advance.
- C. Information of a derogatory nature, except material excluded in accordance with section B above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review, and preparation of comments in response to the material and/or statement, shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.
- D. All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.
- E. Access authorization must be obtained from either the Superintendent, Human Resources Officer, or their designee. It is understood that the contents of a personnel file are confidential. The District shall keep a log permanently attached to each personnel file indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for

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examination by the unit member or their authorized Association representatives under the same conditions as provided in B above.

ARTICLE XVI - PUBLIC CHARGES

1. Complaints to the District from students, parents or citizens about a unit member which require remediation or disciplinary action shall be reported to the unit member normally within ten (10) duty days of the complaint being filed with the District.
2. Should the involved unit member or supervisor believe that a meeting would assist resolution of the complaint, an attempt will be made to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative may be present at the meeting.
3. No disciplinary action can be taken against the unit member unless the unit member receives from the District a copy of the written statement of the complaint listing date of complaint, name of complainant, and specific concerns, and has been given an opportunity to respond in writing.

The unit member shall be given time during the duty day to review the complaint so long as such review would not interfere with classroom responsibilities.

4. A formal evaluation rating which makes reference to a complaint cannot be used unless the complaint has been discussed between the unit member and evaluator and the unit member has had an opportunity to respond with an explanation in writing to be attached to the formal evaluation.

ARTICLE XVII - SALARY SCHEDULES AND RULES

A. General

1. Each unit member shall be assigned to an appropriate salary schedule herein described in Section B and C of this Article.
2. Administration of the respective salary schedules shall uniformly apply to all affected unit members as set forth in Section D (Initial Placement on Schedule), Section E (Vertical Movement), and Section F (Horizontal Movement) of this Article.
3. Unit members who serve less than the required annual number of duty days for regular fulltime employees in their classification shall receive salary in the ratio that the number of days actually served bears to the total number of annual duty days for that classification. Notwithstanding the above, unit members who serve for one full school semester, shall receive not less than one-half the annual salary applicable to their group and step.
4. Unit members working the extended year/summer school Severely Handicapped programs shall be compensated at their pro-rata per diem rate.
5. Salary warrants for regular unit members shall be issued on or about the first working day of the month, with appropriate deductions. Unit members shall have the option annually of selecting pay periods on a tenthly or twelfthly basis.
6. Mandatory deductions from gross earnings are those required by law and include Federal Income Tax, and State Teachers' Retirement System.
7. Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings. Such deductions are made for items and services that are, from time to time, made available to the employees by Board action. Optional deductions must be initiated in writing by the unit member. This authorization shall remain in effect continuously until the District receives from such member written notice withdrawing the authorization for the deduction.
8. Should a unit member's deductions exceed his earnings for a given month, the District shall delete one or more of the voluntary deductions so as to reduce the aggregate deductions to a total less than or equal to the gross earnings. The unit

member shall be notified as to what change(s) has been made, and it shall be his/her responsibility to make the deleted payment(s) on his/her own.

9. The District shall implement the step and column advancement of each qualified unit member for the duration of the agreement.

B. Teachers' Salary Schedule

1. The 2010-2011 Salary Schedule(s) is shown in Appendix A.
2. All unit members are assigned to the Teachers' Salary Schedule(s) except Permit Teachers.
3. The salary schedules attached hereto consist of six (6) groups, arranged in horizontal order, which are based on numbers of units of acceptable postgraduate study, and various vertical steps which are based upon the number of years of acceptable teaching or nursing experience. The six groups and their requirements are as follows:

Group A Requires a B.A., B.S., or equivalent degree and holds a regular credential.

Group B Requires holding a regular credential and fifteen (15) semester hours credits of acceptable upper division and/or postgraduate college course work in addition to and beyond (after date of) a B.A., B.S. or equivalent degree.

Group C Requires holding a regular credential and thirty (30) semester hours credit of acceptable upper division and/or graduate college work in addition to and beyond (after date of) a B.A., B.S., or equivalent degree.

Group D Requires holding a regular credential and either (a) forty-five (45) semester hours credit of acceptable upper divisions and/or graduate college work in addition to and beyond (after date of) a B.A., B.S., or equivalent degree, or (b) a Master's degree in addition to and beyond (after date of) a B.A., B.S. or equivalent degree.

Group E Requires holding a regular credential and either (a) sixty (60) semester hours credit of acceptable upper division and/or graduate

college work in addition to and beyond (after date of) a B.A., B.S. or equivalent degree or (b) Master's degree and forty-five (45) semester hours credit of acceptable upper division and/or graduate college work in addition to and beyond (after date of) a B.A., B.S. or equivalent degree.

Group F Requires holding a regular credential and either (a) a Master's degree and sixty (60) semester hours credit of upper division and/or graduate college work in addition to a B.A., B.S. or equivalent degree, or (b) seventy-five (75) semester hours credit of acceptable upper division and/or graduate college work in addition to and beyond (after date of) a B.A., B.S., or equivalent degree. Courses beyond sixty (60) semester hours of acceptable upper division and/or graduate college work must be in pursuit of a credential, certificate, or degree. The unit member must obtain approval from the District prior to enrollment in such courses.

C. Permit Teachers' Salary Schedule

1. The 2010-2011 Salary Schedule(s) in Appendix B shall become effective upon ratification of this agreement and retroactive to July 1, 2007.
2. Permit teachers assigned to Development Center Programs (Special Center) will be assigned to the Permit Teacher Salary Schedule(s). It consists of four (4) Groups, arranged in horizontal order, which are based on the number of acceptable semester units of work and six (6) vertical steps which are based upon the number of years of acceptable experience. The four Groups and their qualifications are as follows:

Group A 30 through 59 acceptable Semester Units and the appropriate permit for assignment in a Special Center program.

Group B 60 through 89 acceptable Semester Units and the appropriate permit for assignment in a Special Center program.

Group C 90 through 119 acceptable Semester Units and the appropriate permit for assignment in a program.

Group D 120 acceptable Semester Units, or a B.A. Degree, and the appropriate permit for assignment in a Special Center program.

3. Permit teachers assigned to Pre-School (Child Development) Programs will be assigned to a Permit Teacher Salary Schedule(s). It consists of five (5) Groups, arranged in horizontal order, which are based on the number of acceptable semester units of work. There are three (3) vertical steps for column A and six (6) vertical steps for columns B, C, D, E which are based upon the number of years of acceptable experience. The five (5) Groups and their qualifications are as follows:

Group A 12 through 39 acceptable Semester Units (12 semester units of coursework in early childhood education/child development including at least one course in each of the core areas as outlined by the Title 5 Regulation 80111 pertaining to child Development Permits).

Group B 40 through 59 acceptable Semester Units including a Child Development Teacher Permit as outlined by the Title 5 Regulation 80112 or a Children's Center Permit for assignment in a Pre-School program.

Group C 60 through 89 acceptable Semester Units including a Child Development Teacher Permit as outlined by the Title 5 Regulation 80112 or a Children's Center Permit for assignment in a Pre-School program.

Group D 90 through 119 acceptable Semester Units, including a Child Development Teacher Permit as outlined by the Title 5 Regulation 80112 or a Children's Center Permit for assignment in a Pre-School program.

Group E 120 acceptable Semester Units, or a B.A. Degree including a Child Development Teacher Permit as outlined by the Title

5 Regulation 80112 or a Children's Center Permit for assignment in a Pre-School program.

D. Initial Placement on Schedules

1. Effective July 1, 1996, credit for approved service outside the district shall be allowed on the salary schedule at the rate of one increment (step) for one year of comparable service, with a maximum of eight (8) increments (three (3) for Permit Teachers).
 - a. Private school experience for step increment on the salary schedule will be accepted, provided the private school is state accredited, the educational program is equal to that which is carried out in public schools, and the unit member in question held a valid K-6 credential at the time of teaching.
 - b. Experience credit for District pre-school (Children's Center) or development center service (Special Center), shall be granted only if the teacher held a regular K-6 credential at the time of service.
 - c. Unit members employed to teach industrial education subjects may be granted up to four (4) years of credit for appropriate work experience, including work as a journeyman, in lieu of teaching experience.
2. All previous experience shall be verified by official statements by prior employers before experience credit shall be allowed.
3. Employment as a substitute shall not be used in computing years of service for salary placement or advancement.
4. Course credit shall be given for salary placement purposes only if the criteria in Section F of this Article are met.
 - a. All courses work approved for initial placement must be verified by official transcripts. Obtaining official transcripts is the responsibility of the unit member. All transcript verifications must be received within 30 days of the signing of the unit member's initial contract. Failure to do so will result in the District withholding salary warrants until such documents are placed on file.

- b. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule, provided they are directly related to the educational services provided by the District.
 - c. In cases where courses are taken which are deemed by the university to be applicable to a graduate degree, but are complete prior to completion of – and were not counted toward attainment of – the Bachelor’s Degree, such courses may be considered for salary placement as though they had been completed subsequent to the granting of the Bachelor’s Degree. Such conditions must be verified through official transcripts or other suitable proof. All other units earned prior to Bachelor’s Degree shall not be considered for salary placement, except in the case of unit members employed by the District prior to July 1, 1964, who completed such units prior to their employment.
 - d. The accreditation status of a college, university, or private school at the time of the unit member’s initial employment shall prevail. Previous or subsequent accreditation shall not be considered.
5. Unit members who resign from the District, and are subsequently re-employed, will be placed on the salary schedule in a position no higher than the ninth (9) step [fourth (4) step for Permit Teacher], their previous experience notwithstanding. However, tenured unit members who resign and are subsequently re-employed within thirty-nine (39) calendar months from the time of resignation, shall be restored to their previous schedules status.
6. Unit members whose initial District employment was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specially-funded program for salary schedule placement and advancement purposes.
7. For nurses, credit shall be granted for all experience as a Registered Nurse up to a maximum of eight (8) years. To receive credit for such experience, it must have

occurred after possession of an earned Bachelor's Degree. It will be the responsibility of the nurse to provide verification of service.

8. As a Special Center Permit Teachers become appropriately credentialed, they will be placed on the Teacher's Salary Schedule on the appropriate step and column based on the number of units of acceptable post-graduate study and years of teaching experience (including years of experience as a permit teacher).

E. Vertical Movement

1. Qualified unit members shall, effective each July, advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their Group or whose contract is limited by special conditions usually identified with specially funded program employment.
2. Qualified unit members whose annual experience credit date begins mid year, shall advance one vertical step on the salary schedule for each year of service at the midpoint of their work year, except those whose placement is at the maximum step for their Group or whose contract is limited by special conditions usually identified with specially funded program employment.
3. Regular full-time unit employees who, in any one semester, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a semester of experience credit.
4. A regular part-time unit member serving at least one-half (1/2) of a full time assignment may, upon serving at least seventy-five percent (75%) of the instructional days in one school year, earn one semester of experience credit.
5. Accrued experience credit will not entitle any unit member to step advancement until two semesters of experience credit have been attained.
6. Unit members who have been employed in the regular educational program of the District in probationary or permanent status before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects, will be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.

F. Horizontal Movement

1. Qualified unit members shall advance horizontally on the salary schedule in accordance with provisions of the current agreement and with the stipulation that no unit member may advance horizontally more than one time during a given school year.
2. Course credit for salary placement and movement shall be given only for post-graduate, upper division or graduate coursework taken at four-year colleges, universities or graduate schools, which are accredited by a regional accrediting commission and listed in the current edition of Accredited Institutions of Higher Learning published by the American Council on Education. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds. For the duration of this master contract, interns of the Ontario-Montclair School District Intern Academy will be granted course credit for salary placement and movement.
3. Unit members requesting reclassification from one Group to another must:
 - a. File “Request for Salary Schedule Reclassification” form along with official transcripts verifying post-graduate units of study that are to apply toward such a reclassification with Human Resources one time during a school year.
 - b. Salary adjustment will be retroactive to the first day of the month in which “Request for Salary Schedule Reclassification” form and official transcripts are submitted.
4. Unit members who have received layoff notices and are subsequently rehired by the District must file a request for reclassification from one Group to another with Human Resources within thirty (30) days of the notification of reemployment.
5. The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification.

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6. Any error in classification shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.
7. Audit courses will not be accepted as training credits valid for salary schedule placement or reclassification.
8. A maximum of six semester units of lower division credit may be applied for salary purposes during the total employment of a unit member without prior authorization from Human Resources.
9. Additional lower division semester units may be applied for salary purposes at the discretion of the District when a similar course is not available at upper division or graduate level and provided approval is granted prior to enrollment in the course.
 - a. If a unit member believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, he or she may petition Human Resources for a waiver.
 - b. Such waiver, if granted, would allow the units so approved to be counted for advancement on the salary schedule.
 - c. Prior to the date of enrollment in lower division courses, the unit member must make formal applications to Human Resources and receive approval in the form of the aforementioned waiver.
 - d. A maximum of six semester units of such lower division credit may be applied for salary purposes during the total employment of a unit member.
10. Credit will not be accepted for course work taken in the armed services, except if it was taken in conjunction with an accredited college or university and can be verified through official transcripts.
11. Course work taken through a foreign university or other institution which sponsors travel tours for credit must have such credits assigned upper division or graduate status, assigned a course title, and be given unit value. Such foreign university or other institution must be listed in the current edition of Accredited Institutions of Higher Learning or one of its regional accrediting commissions.

12. In-service training courses and workshops sponsored by the District shall not be considered for salary purposes unless such courses or workshops are sponsored by a college or university for upper division or graduate credit. Courses sponsored by the District may not be considered for salary purposes if the District underwrites the cost of the coursework.
13. A maximum of fifteen (15) units completed during a school year will be accepted. Units taken in excess of this amount will not be credited for salary increases unless approved in writing by Human Resources prior to enrollment in the class(es).
14. All college classes taken during the minimum school based assignment day must be approved by Human Resources.
15. Additional criteria applicable to this section are set forth in Section D of this Article.

G. Anniversary Increments – Teachers’ Salary Schedule(s)

1. Anniversary increments of \$855 each as indicated at Steps A1 through A4 of the Teachers’ Salary Schedule(s) shall be granted to qualified unit members in accordance with the following provisions:

Anniversary Step A1: Completion of fourteen (14) complete years of service, six (6) of which must have been in the District, and placement on Columns C, D, E, or F of the Teacher’s Salary Schedule.

Anniversary Step A2: Completion of seventeen (17) complete years of service, nine (9) of which must have been in the District, and placement on Columns C, D, E, or F of the Teacher’s Salary Schedule.

Anniversary Step A3: Completion of twenty (20) complete years of service, twelve (12) of which must have been in the District, and placement on Columns D, E, or F of the Teachers’ Salary Schedule.

Anniversary Step A4: Completion of twenty-three (23) complete years of service, fifteen (15) of which must have been in the District, and placement on Columns D, E, or F of the Teachers’ Salary Schedule.

Anniversary Step A5: Completion of twenty-seven (27) complete years of service, eighteen (18) of which must have been in the District, and placement of Columns D, E, or F of the Teachers' Salary Schedule.

2. Unit members on Columns A or B will not be eligible for anniversary increments, irrespective of years of service.
3. Years of service granted under provisions of this section shall conform with other provisions of this Article.

H. Anniversary Increments – Permit Teachers' Salary Schedule(s)

1. Child Development Center Permit (Special Center): Anniversary increments of \$785 each as indicated at Steps A1 through A3 of the Child Development Center Permit Teachers' Salary Schedule(s) shall be granted to qualified unit members in accordance with the following provisions.

Anniversary Step A1: Completion of fourteen (14) complete years of service, eleven (11) of which must have been in the District, and placement on Columns B, C, or D of the Child Development Center Permit Teachers Salary Schedule.

Anniversary Step A2: Completion of seventeen (17) complete years of service, fourteen (14) of which must have been in the District, and placement on Columns C, or D of the Child Development Center Permit Teachers' Salary Schedule.

Anniversary Step A3: _Completion of twenty (20) complete years of service, seventeen (17) of which must have been in the District, and placement on Column D of the Child Development Center Permit Teachers Salary Schedule.

- a. Unit members on Column A will not be eligible for anniversary increments irrespective of years of service.
 - b. Years of service granted under provisions of this section shall conform with other provisions of this Article.
2. Child Development Teacher Permit (Pre-School): Anniversary increments of \$765 each as indicated at Steps A1 through A3 of the Child Development Teacher Permit Salary Schedule shall be granted to qualified unit members in accordance with the following provisions:

Anniversary Step A1: Completion of fourteen (14) complete years of service, eleven (11) of which must have been in the District, and placement on Columns C, D or E of the Child Development Teacher Permit Salary Schedule.

Anniversary Step A2: Completion of seventeen (17) complete years of service, fourteen (14) of which must have been in the District, and placement on Columns D or E of the Child Development Teacher Permit Salary Schedule.

Anniversary Step A3: Completion of twenty (20) complete years of service, seventeen (17) of which must have been in the District, and placement on Column E of the Permit Teachers' Salary Schedule.

- a. Unit members on Column A and B will not be eligible for anniversary increments irrespective of years of service.
- b. Years of service granted under provisions of this section shall conform with other provisions of this Article.

I. Service Provisions – Anniversary Increments

1. Only time served in paid status (including paid leaves) shall apply toward “years of service” in this Article. Also, service must be continuous; time spent on unpaid leaves shall not be deemed to break continuous service and cause forfeiture of previously served time, but shall not count as time served.
2. A permanent employee who leaves District employment but returns within thirty-nine (39) months shall not forfeit previously served time. If such a person does not return to service within said period of time, he/she shall be deemed to have broken continuity of service and to have forfeited previously served time unless he/she was on May 16, 1974, already receiving an anniversary increment.
3. Regular full-time unit employees who, in any one semester, are in paid status for at least seventy-five (75%) of the work days designated for the affected position, shall be deemed to have earned a semester of service credit. Accrued service credit will not entitle any unit member to step advancement until six (6) semesters of service credit have been attained.
4. Service as a part-time regular District certificated employee shall accrue eligibility for anniversary step increments on a pro-rata basis.

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- a. Each individual year of such part-time employment will be computed by converting the salary paid to a percent of the salary which a full-time employee in the same Group and Step would have been paid. These cumulative percent computations will be averaged at the end of the initial fourteen (14) years entitlement accrual period to provide a “constant” (the average percent) which will be applied to the first increment value to provide the pro-rata increment dollar amount.
- b. Each successive three (3) year anniversary step period will be computed in the same manner to provide successive “constant” percent factors to be applied to the increment value to yield the increment dollar amount.

J. Newly Created Positions

If the District creates any new classifications within the bargaining unit during the term of the Agreement, it shall determine and establish the salary rate and rules applicable thereto for the balance of the term of the Agreement. It shall notify the Association of any such action. Such a wage determination by the District shall be subject to the grievance and arbitration procedures of Article V, but only upon grounds that the District acted arbitrarily, capriciously or vindictively.

ARTICLE XVIII - COMPENSATION FOR SPECIAL ASSIGNMENT

A. General:

Additional compensation may be earned by prior voluntary individual agreement between the District and a unit member for the performance of specified special assignments for a specified length of time.

1. Compensation for such duties is not included in the basic employment contract.
2. Services performed in special assignments shall not apply toward permanency or have application to salary schedules.
3. Unit members shall be assigned to special assignments from among qualified applicants as determined by the District.

B. Special Assignment Pay Factoring System:

The amount of pay for each special assignment shall be determined by the District, using either an hourly (time card) rate, weekly, semi-annual or annual rate. If an hourly or weekly rate is to be used, it will be based on a factor applied to Column A, Step 1 of the current Teacher's Salary Schedule. Factors for determining hourly or weekly rates are found by multiplying the annual salary rate found at Column A, Step 1 of the current Teachers' Salary Schedule by the factor indicated. The rates for special assignments, exclusive of grants/categorically funded activities, are as follows:

1. District Conference/Workshop Hourly Rates

Development/Preparation/Planning Column A, Step 1 x .00088

2. Permit Pre-School Teachers

Time card sessions Column A, Step 1 (per diem hourly rate)

3. Special Music Assignment (Per Group)

Special music assignments will be paid at the rate(s) listed above. Those assignments include, but are not limited to:

Elementary District Chorus

Middle School District Chorus

Elementary District Band
Elementary District Orchestra

Sports Program:

4. Middle School Inter-School/Intra-Mural Sports Program – Weekly Rate:

Lead Column A, Step 1 ÷ 36 x .0915

Coaches Column A, Step 1 ÷ 36 x .156

Middle School sports program offerings covered under this provision of the Article shall include, but are not limited to:

Football Handball

Basketball Tennis

Volleyball Softball

Wrestling Soccer

Track

5. Extended Learning Assignments:

These activities are instructional in nature and may be offered before school, after school, in summer school, intersession and/or on Saturday:

Teacher Step 1, Column A ÷ 1000 = Hourly Rate

Lead Teacher Step 1, Column A ÷ 1000 x 1.25 = Hourly Rate

(Site person responsible for developing, implementing, supervising, and/or evaluating site program. In addition to these responsibilities, this person may also provide direct instruction to students.)

Lead Position(s):

This classification addresses, but is not limited to:

- Lead Nurse
- Lead Language/Speech & Hearing Specialist
- Lead Music
- Lead Elementary Physical Education

Lead positions will be compensated at a rate of:

- Regular contracted work year plus three (3) additional days compensated at their current daily rate and
- Annual stipend of \$2,500

C. Compensation for Zero, 7th Period or Pay for Prep

The sites will develop a plan when the instructional program and/or master schedule indicates a need to offer a zero, 7th period, or have a unit member teach during their prep period (“Pay for Prep”).

The administrator will ask for volunteers from the list of teachers who have the required credentials to teach the zero, 7th or prep period course.

In the event that more teachers volunteer to teach the zero, 7th or prep period course than section(s) available, the principal will interview and select the best qualified candidate(s) to teach the extra section(s). In the event that no unit member volunteers to teach the zero, 7th period or prep period course(s), the principal may hire additional personnel to staff the extra course section(s).

Unit members who teach a zero, 7th or prep period course will be compensated at 1/6 of the unit member’s daily rate for each additional period taught over the regular contract day.

ARTICLE XIX - ANNUAL SALARY SUPPLEMENT - FRINGE BENEFITS

A. District Contribution

The District shall allocate to each regular full-time member the total sum as follows for the purchase of medical, dental, vision and other fringe benefits as provided below:

2010-2011	
Family	\$9,170
Two (2) Party	\$7,840
Single Party	\$6,850

These amounts will be paid for the 2010-2011 school year. The amounts will be on-going contingent upon the successful passage of the governor's tax initiatives in June 2011.

Each regular full-time unit member shall be entitled to 100 percent of the allocation. Regular employees who are employed at least half-time shall be entitled to a pro-rata share which is proportionate to a regular full-time position. Part-time employees who are assigned to work less than half-time are excluded from coverage under this Article.

B. Mandatory Medical – Dental – Vision

Each eligible unit member shall, in order to qualify for any District contribution under this Article, be enrolled for first party coverage in any one of the District's designated medical (including vision) plans, and the District's designated dental plan. There will be an annual open enrollment period. Plans are as follows:

1. Medical – Vision
 - a. Kaiser
 - b. Blue Cross – Stand Alone HMO
 - c. Blue Cross – POS Plan
 - d. MES Vision

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2. Dental

- a. Delta Dental
- b. Delta Care Dental

C. Opt-out Provision

So long as the District's insurance benefits practices/providers allow Bargaining unit members (full-time and part-time) who can prove employer provided group coverage from another source may opt out of OMSD group medical in exchange for a cash bonus to be determined annually by the District and OMTA (pro-rated for part-time bargaining unit members). This bonus will be in lieu of the cash option otherwise available. Bargaining unit members who opt out will still be required to take dental insurance. Any additional insurances will be paid for by the unit member. A minimum participation of 5% of all unit members will be required. A maximum of 20% of all unit members will be allowed to opt out.

Monies saved will be placed into an account to be used to offset the cost of family coverage. 10% of the total amount will be set aside to provide for unit members who have a qualified family status change mid-year and to pay for payroll costs associated with those who opt out. The remaining fund will be divided equally among those members taking family coverage who do not have an OMSD benefit eligible spouse or benefit eligible registered domestic partner. Any monies left over at the end of the year will be carried over to next year for the benefit of the group.

A deadline will be determined annually by the District and the Association for unit members to opt out as well as for members who wish to have family coverage to enroll and participate. Unit members must complete a waiver form. Proof of coverage from another employer provided group insurance must be verified by a letter from that employer on company letterhead confirming coverage for the unit member.

D. Life Insurance

The District agrees to provide a \$50,000 basic term life insurance policy and Accidental Death and Dismemberment (AD&D) for each contracted employee of the District at no cost to the employee. This policy shall continue in effect until the employee terminates from the District. All employees must meet the eligibility requirements of the policy carrier.

E. Optional Benefits

The sum remaining, if any, for each unit member after application of the mandatory coverage referred to above, shall be available at the option and choice of the unit member for the purpose of purchasing additional benefits through Section 125 of the Internal Revenue Code. Additional benefits will include qualified voluntary insurance products and/or qualified Section 125 Flexible Benefits Reimbursement Accounts. Excess District contribution may also be funded back to the employee through the "Cash Option" available under a qualified Section 125 benefit plan. Administration of the Section 125 Benefit Program (including flexible spending accounts) will be by a qualified administrator designated and mutually agreed to by the District and the Association.

Salary supplement designation for the purchase of the approved benefits must be submitted on the appropriate forms to the District within thirty (30) days after employment for new employees. For returning employees who desire changes from the previous year, the designation must be submitted by a date established by the District. It is the responsibility of the unit member to file such a designation. Failure to submit a timely designation may result in the loss of the benefit. Payments for such benefits as are selected by the unit member shall be made (whenever feasible) in ten equal installments by the District on behalf of the employee. Expenditures for those purchases that exceed the District allocation shall be made by payroll deduction from the unit member's earnings.

F. Retiree Benefits

The District agrees to provide medical insurance for each eligible unit member who retires at age 55 or older or at an earlier age under an STRS medical disability provided that said employee has been in employment status for 10 years immediately preceding retirement from the District. Such insurance will be the same as that available for regular unit members and coverage will cease at age 65.

Retirees may elect to opt-out of medical coverage. The amount of compensation will be determined annually by OMTA and the District.

G. District's Obligations Limited

The District's obligations under this Article are limited to the payment of the above-indicated sums. All terms and conditions of the various programs available pursuant to this Article are

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to be determined by the contracts between the District and the carriers pursuant to this Article, and are to be resolved between the carrier and the unit member.

All disputes with respect to the carriers' administration of such programs are not the responsibility of the District and are not subject to the grievance and arbitration procedures of Article V of this Agreement.

ARTICLE XX – DEFINITIONS

- A. “Working Day” Defined: “Working Day” – shall mean any day in which the District Administrative Service Center is open for business.
- B. “Duty Day” Defined: “Duty Day” – shall mean any day a specific unit member is assigned to work.
- C. “Instructional Day” Defined: “Instructional Day” – shall mean any day unit members provide student instruction.
- D. “Semester” Defined: “Semester” – shall mean 90 consecutive duty days commencing with the first instructional day in the school year. There are two semesters in a school year.
- E. Evaluation Form Ratings:
 - 1. Practice not consistent with Standards
 - 2. Developing practice that partially meets Standards
 - 3. Practice that demonstrates significant progress towards meeting Standards
 - 4. Practice that exemplified Standards
- F. Immediate Family: “Member(s) of the immediate family” as used herein shall mean spouse, domestic partner, parents, step-parents, foster parents, legal guardian, children, step-children, grandparents, grandchildren, sons and daughters-in-law, brothers or sisters, sisters and brothers-in-law, uncles, aunts, nephews and nieces of the unit members or of the unit member’s spouse, or any person permanently residing in the immediate household of the unit member.
- G. Allotment for Materials: The District shall annually allot to each school an amount equal to \$2.00 per enrolled child for the purchase by teachers of discretionary extra instructional materials and supplies. Subject to District accounting controls, the method of apportioning such funds among the site staff shall remain a local school matter.
- H. Copies of Agreement: The District and Association shall mutually agree to the number of copies of the contract to be printed and the method of distribution, including copies furnished to the Association. The parties shall share equally in the printing costs.

Certificated Contract

- I. Resignation: A resignation shall become effective upon acceptance by the Superintendent or designee (normally the chief Human Resources officer) after consultation between the unit member and the Superintendent or designee.
- J. Retirement: The District shall maintain in effect, for the term of this Agreement, Board Policies 4117.11 (Optional Pre-Retirement) and 4117.12 (Employment After Retirement Program).
- K. Period Sub Pay: Whenever a unit member is required to supervise another unit member's class in lieu of a substitute, an amount equal to what a substitute would have been paid for the time involved shall be paid by the District to the flexible spending fund of the local school.
- L. "Year of Service" Defined: "Year of Service" – Shall mean any one school year, in which an employee serves for at least seventy-five percent (75%) of the number of days of the Teachers' regular work year (184 days).

ARTICLE XXI - DURATION AND RENEGOTIATION

A. Term

This Agreement shall become effective pursuant to its terms upon Board of Trustees' adoption and shall remain in full force and effect through June 30, 2013, subject to reopener provisions as listed in Section B of this Article. Proposals for the successor Agreement shall be submitted soon enough that the parties can commence meeting and negotiating no later than April 15th.

B. Reopeners:

It is agreed that contract reopeners shall be as follows:

- a. Article XVII – Salary Schedule and Rules
- b. Article XIX – Annual Salary Supplement-Fringe Benefits
- c. Two Articles for OMTA
- d. Two Articles for OMSD
- e. A review of all Memoranda of Understanding
- f. Any other matter(s) upon which the parties may mutually agree to meet and negotiate.

Certificated Contract

Dated: April 7, 2011

**ONTARIO-MONTCLAIR SCHOOL DISTRICT/
ONTARIO-MONTCLAIR TEACHERS ASSOCIATION**

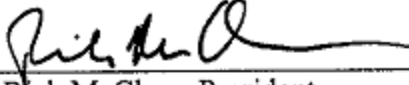
Cynthia L. Byrd
Board's Representative

Shari Megaw/Rick McClure
Association's Representatives


Veronica Castanada
Benjamin Fudge
Robert Gallagher
Kristie Marino
Ellen Ransons
Guy Roubian
Karla Wells

Cindy Lopez Elwell
Brad Richards
Bruce Sarver
Mary Kay Scheid
Chris Scoleri
Amy Tompkins

Ratified by the Association on April 6, 2011

By: 
Rick McClure, President
Ontario-Montclair Teachers Association

Adopted by the Board of Trustees on April 7, 2011

By: 
Samuel Crowe, President
Ontario-Montclair School District

APPENDIX A-1 –SALARY SCHEDULE – TEACHERS (184 DAYS)

Salary Schedules remain unchanged - April 7, 2011

TABLES CHANGED 06-24-08

**ONTARIO-MONTCLAIR SCHOOL DISTRICT
2007 - 2008 TEACHERS' SALARY SCHEDULE**

184 Days

STEP/COL	A	B	C	D	E	F	STEP/COL
1	38,240	40,343	42,562	44,903	47,373	49,979	1
2	39,807	41,997	44,307	46,744	49,315	52,028	2
3	41,439	43,719	46,124	48,661	51,337	54,161	3
4	43,138	45,511	48,015	50,656	53,442	56,382	4
5	44,907	47,377	49,984	52,733	55,633	58,694	5
6	46,748	49,319	52,033	54,895	57,914	61,100	6
7	48,665	51,341	54,166	57,146	60,288	63,605	7
8		53,446	56,387	59,489	62,760	66,213	8
9		55,637	58,699	61,928	65,333	68,928	9
10			61,106	64,467	68,012	71,754	10
11			63,611	67,110	70,800	74,696	11
12			66,219	69,862	73,703	77,759	12

A1			67,074	70,717	74,558	78,614	A1
A2			67,929	71,572	75,413	79,469	A2
A3				72,427	76,268	80,324	A3
A4				73,282	77,123	81,179	A4
A5				74,137	77,978	82,034	A5

- Column A B. A.
- Column B B. A. + 15 Semester Units
- Column C B. A. + 30 Semester Units
- Column D B. A. + 45 Semester Units or M. A.
- Column E a) B. A. + 60 Semester Units OR
b) B. A. + 45 Semester Units Including M. A.
- Column F a) B. A. + 60 Semester Units Including M. A. OR
b) B. A. + 75 Semester Units

ANNIVERSARY YEARS

- A1 : 15 - 17
- A2 : 18 - 20
- A3 : 21 - 23
- A4 : 24 - 26
- A5 : 27 . .

Date Prepared: 06/18/08

Base/Longevity:		
37,307	835	
0.025	20	
38,240	855	

APPENDIX A-2 –SALARY SCHEDULE – TEACHERS (197 DAYS)

Salary Schedules remain unchanged - April 7, 2011

TABLES CHANGED 06-24-08

**ONTARIO-MONTCLAIR SCHOOL DISTRICT
2007 - 2008 TEACHERS' SALARY SCHEDULE**

197 Days

STEP/COL	A	B	C	D	E	F	STEP/COL
1	40,942	43,194	45,570	48,076	50,720	53,510	1
2	39,807	44,965	47,438	50,047	52,800	55,704	2
3	41,439	46,809	49,383	52,099	54,965	57,988	3
4	43,138	48,728	51,408	54,235	57,219	60,366	4
5	44,907	50,726	53,516	56,459	59,565	62,841	5
6	46,748	52,806	55,710	58,774	62,007	65,417	6
7	48,665	54,971	57,994	61,184	64,549	68,099	7
8		57,225	60,372	63,693	67,196	70,891	8
9		59,571	62,847	66,304	69,951	73,798	9
10			65,424	69,022	72,819	76,824	10
11			68,106	71,852	75,805	79,974	11
12			70,898	74,798	78,913	83,253	12

A1			71,753	75,653	79,768	84,108	A1
A2			72,608	76,508	80,623	84,963	A2
A3				77,363	81,478	85,818	A3
A4				78,218	82,333	86,673	A4
A5				79,073	83,188	87,528	A5

- Column A B. A.
- Column B B. A. + 15 Semester Units
- Column C B. A. + 30 Semester Units
- Column D B. A. + 45 Semester Units or M. A.
- Column E a) B. A. + 60 Semester Units OR
b) B. A. + 45 Semester Units Including M. A.
- Column F a) B. A. + 60 Semester Units Including M. A. OR
b) B. A. + 75 Semester Units

ANNIVERSARY YEARS

- A1 : 15 - 17
- A2 : 18 - 20
- A3 : 21 - 23
- A4 : 24 - 26
- A5 : 27 . .

Date Prepared: 06/18/08

Base/Longevity:		
37,307	835	
0.025	20	
38,240	855	

APPENDIX B-1 – SALARY SCHEDULE – PERMIT TEACHERS (180 DAYS)
PRESCHOOL

Salary Schedules remain unchanged - April 7, 2011

TABLES CHANGED 06-24-08

ONTARIO-MONTCLAIR SCHOOL DISTRICT

2007 - 2008 PERMIT TEACHERS' SALARY SCHEDULE - PreSchool 5 Hrs/Day

180 Days

STEP/COL	A	B	C	D	E	STEP/COL
1	20,484	21,611	22,800	24,054	25,377	1
2	21,324	22,497	23,735	25,040	26,417	2
3	22,198	23,419	24,708	26,067	27,500	3
4		24,379	25,721	27,136	28,628	4
5		25,379	26,776	28,249	29,802	5
6		26,420	27,874	29,407	31,024	6
7						7
8						8
9						9
10						10
11						11
12						12

A1			28,531	30,064	31,681	A1
A2			29,188	30,721	32,338	A2
A3				31,378	32,995	A3

Column A 12 through 39 acceptable Semester Units (minimum of 12 CORE ECE/Child Development units) and a child development associate teacher or equivalent permit for assignment in a pre-school and/or Special Center Program

Column B 40 through 59 acceptable Semester Units and a child development teacher permit

Column C 60 through 89 acceptable Semester Units and a child development teacher permit

Column D 90 through 119 acceptable Semester Units and a child development teacher permit

Base/Longevity:

19,984

0.025

20,484

657 (5 / 6.5) * 855

A1 : 15 - 17

A2 : 18 - 20

A3 : 21 -

Date Prepared: 06/18/08

APPENDIX B-2 –SALARY SCHEDULE – PERMIT TEACHERS (180 DAYS)
PRE-SCHOOL

Salary Schedules remain unchanged - April 7, 2011

TABLES CHANGED 06-24-08

ONTARIO-MONTCLAIR SCHOOL DISTRICT

2007 - 2008 PERMIT TEACHERS' SALARY SCHEDULE - PreSchool 6.5 Hrs/Day

180 Days

STEP/COL	A	B	C	D	E	STEP/COL
1	26,626	28,090	29,635	31,265	32,985	1
2	27,718	29,242	30,850	32,547	34,337	2
3	28,854	30,441	32,115	33,881	35,745	3
4		31,689	33,432	35,270	37,211	4
5		32,988	34,803	36,716	38,737	5
6		34,341	36,230	38,221	40,325	6
7						7
8						8
9						9
10						10
11						11
12						12

A1			37,085	39,076	41,180	A1
A2			37,940	39,931	42,035	A2
A3				40,786	42,890	A3

Column A 12 through 39 acceptable Semester Units (minimum of 12 CORE ECE/Child Development units) and a child development associate teacher or equivalent permit for assignment in a pre-school and/or Special Center Program

Column B 40 through 59 acceptable Semester Units and a child development teacher permit

Column C 60 through 89 acceptable Semester Units and a child development teacher permit

Column D 90 through 119 acceptable Semester Units and a child development teacher permit

Base/Longevity:

25,977	835
0.025	20
26,626	855

A1 : 15 - 17
 A2 : 18 - 20
 A3 : 21 -

Date Prepared: 06/18/08

APPENDIX B-3 – SALARY SCHEDULE – PERMIT TEACHERS (184 DAYS)
SPECIAL CENTER

Salary Schedules remain unchanged - April 7, 2011

TABLES CHANGED 06-24-08

ONTARIO-MONTCLAIR SCHOOL DISTRICT

2007 - 2008 PERMIT TEACHERS' SALARY SCHEDULE - Sp Center 5 Hrs/Day

184 Days

STEP/COL	A	B	C	D	STEP/COL
1	22,089	23,304	24,586	25,938	1
2	22,995	24,259	25,594	27,001	2
3	23,938	25,254	26,643	28,108	3
4	24,919	26,289	27,735	29,260	4
5	25,941	27,367	28,872	30,460	5
6	27,005	28,489	30,056	31,709	6
7					7
8					8
9					9
10					10
11					11
12					12

A1		29,146	30,713	32,366	A1
A2			31,370	33,023	A2
A3				33,680	A3

Base/Longevity:

21,550

0.025

22,089

657 (5 / 6.5) * 855

ANNIVERSARY YEARS

Date Prepared: 06/18/08

APPENDIX B-4 – SALARY SCHEDULE – PERMIT TEACHERS (184 DAYS)
SPECIAL CENTER

Salary Schedules remain unchanged - April 7, 2011

TABLES CHANGED 06-24-08

ONTARIO-MONTCLAIR SCHOOL DISTRICT

2007 - 2008 PERMIT TEACHERS' SALARY SCHEDULE - Sp Center 6.5 Hrs/Day

184 Days

STEP/COL	A	B	C	D	STEP/COL
1	28,716	30,295	31,961	33,719	1
2	29,893	31,537	33,271	35,101	2
3	31,119	32,830	34,635	36,540	3
4	32,395	34,176	36,055	38,038	4
5	33,723	35,577	37,533	39,598	5
6	35,106	37,036	39,072	41,222	6
7					7
8					8
9					9
10					10
11					11
12					12

A1		37,891	39,927	42,077	A1
A2			40,782	42,932	A2
A3				43,787	A3

Base/Longevity:		
28,016	835	
0.025	20	
28,716	855	

ANNIVERSARY YEARS

Date Prepared: 06/18/08

APPENDIX C-1 - -CERTIFICATED EVALUATION FORM

**ONTARIO-MONTCLAIR SCHOOL DISTRICT
TEACHER EVALUATION FORM
20____-20____ School Year**

Next anticipated evaluation year _____

Evaluatee's Name: _____ School/Department: _____ Professional Assignment: _____

A complete description of the teacher evaluation process of the Ontario-Montclair School District is provided in the *Article XI - Evaluation Procedures* and is based upon the California Standards for the Teaching Profession and District criteria.

Status: Permanent Probationary 2 Probationary 1 Temporary Intern Emergency Long Term Pre-Intern

Please place the appropriate number in the box next to the objective:

- 1 Practice not consistent with Standards
- 2 Developing practice that partially meets Standards
- 3 Practice that demonstrates significant progress towards meeting standards
- 4 Practice That Exemplifies Standards

Comments are required for marks of '1' or '2' and are encouraged for those who meet or exceed standards. Assistance Plans are required for all evaluations with a rating of '1' (Practice not consistent with Standards).

1 ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

- 1.1 Connecting students' prior knowledge, life experience, and interests with learning goals.
- 1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs.
- 1.3 Facilitating learning experiences that promote autonomy, interaction and choice.
- 1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.
- 1.5 Promoting self-directed, reflective learning for all students.

Comments:

2 CREATING AND MAINTAINING EFFECTIVE LEARNING ENVIRONMENTS FOR ALL STUDENTS

- 2.1 Creating a physical environment that engages all students.
- 2.2 Establishing a climate that promotes fairness and respect.
- 2.3 Promoting social development and group responsibility.
- 2.4 Establishing and maintaining standards for student behavior.
- 2.5 Planning and implementing classroom procedures and routines that support student learning.
- 2.6 Using instructional time effectively.

Comments:

3 UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

- 3.1 Demonstrating knowledge of subject matter content and student development.
- 3.2 Organizing curriculum to support student understanding of subject matter.
- 3.3 Interrelating ideas and information within and across subject matter areas.
- 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter.
- 3.5 Using materials, resources and technologies to make subject matter accessible to students.

Comments:

Certificated Contract

4 PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

- 4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs.
- 4.2 Establishing and articulating goals for student learning.
- 4.3 Developing and sequencing instructional activities and materials for student learning.
- 4.4 Designing short-term and long-term plans to foster student learning.
- 4.5 Modifying instructional plans to adjust for student needs.

Comments:

5 ASSESSING STUDENT LEARNING

- 5.1 Establishing and communicating learning goals for all students.
- 5.2 Collecting and using multiple sources of information to assess student learning.
- 5.3 Involving and guiding all students in assessing their own learning.
- 5.4 Using the results of assessment to drive instruction.
- 5.5 Communicating with students, families and other audiences about student progress.
- 5.6 Evidence of student achievement towards meeting grade level standards on district assessments.

Comments:

6 DEVELOPING AS A PROFESSIONAL EDUCATOR

- 6.1 Reflecting on teaching practice and planning professional development.
- 6.2 Establishing professional goals and pursuing opportunities to grow professionally.
- 6.3 Working with communities to improve professional practice.
- 6.4 Working with families to improve professional practices.
- 6.5 Working with colleagues to improve professional practice.
- 6.6 Balancing professional responsibility and maintaining motivation.

Comments:

Check if Assistance Plan to be implemented

Evaluator's Comments:

Evaluatee's Comments:

Teacher's Signature

Date

Designated Evaluator's Signature

Date

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement with this evaluation.

Distribution: Evaluator, Evaluatee, Human Resources
Revised 12/2010

APPENDIX C-1 – SCHOOL NURSE EVALUATION FORM

ONTARIO-MONTCLAIR SCHOOL DISTRICT
SCHOOL NURSE EVALUATION FORM

20__ - 20__ School Year

Next anticipated evaluation year _____

Name Professional Assignment

A complete description of the teacher evaluation process of the Ontario-Montclair School District is provided in *Article XI - Evaluation Procedures*.

- Please place the appropriate number in the box next to the objective. Circle Status: Permanent
Prob 2
Prob 1
Temporary
- 1. Practice not consistent with standards
 - 2. Developing practice that partially meets standards
 - 3. Practice that demonstrates significant progress towards meeting standards
 - 4. Practice that exemplifies standards

Comments are required for marks of "1" or "2" and are encouraged for those who meet or exceed standards (Assistance Plans are required for all evaluations with a rating of "1" Practice Not Consistent with Standards.)

1. **THEORY: Applies appropriate theory as basis for decision making in nursing practice**
- 1.1 Demonstrates evidence of use of theory by sharing information with peers, students, family, staff, other professionals, and the community to assist change.
 - 1.2 Demonstrates application of theory by use of most recent techniques and information which govern actions.

Comments:

2. **PROGRAM MANAGEMENT: Establishes and maintains a comprehensive school health program**
- 2.1 Consults with school administration to establish, review and revise procedures for a comprehensive school health program which is in compliance with state and local statutes and regulations.
 - 2.2 Assists in training, supervising, and evaluating paraprofessionals. Determines extent of orientation, amount and type of supervision needed to comply with the Nurse Practice Act, and other legal considerations.
 - 2.3 Assumes responsibility for inservice programs for school personnel regarding health-related issues.
 - 2.4 Establishes process to identify students at-risk for physical and psychosocial problems.
 - 2.5 Communicates student health needs to other school personnel.
 - 2.6 Establishes follow-up mechanism for referral of identified students.
 - 2.7 Completes written reports to provide continuity and accountability of the program.

Comments:

3. **NURSING PROCESS: The nursing process includes individualized health plans that are developed by the school nurse.**
- 3.1 Collects information about the health and developmental status of the student in a systematic and continuous manner.
 - 3.2 Uses data collected about the health and developmental status of the student to determine a nursing diagnosis.
 - 3.3 Develops a nursing care plan with specific goals and interventions delineating school nursing actions unique to students needs (evidence of plan provided).
 - 3.4 Intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.
 - 3.5 Assesses student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.

Certificated Contract

Comments:

4. INTERDISCIPLINARY COLLABORATION: Collaborates with other professionals in assessing, planning implementing, and evaluating programs and other school health activities.

- 4.1 Participates as an integral member of interdisciplinary teams.
- 4.2 Assumes leadership in the individualized education plan when primary service for the student is health related.
- 4.3 Identifies when supportive disciplines have similar skills, and shares power and influence; understands and expresses appreciation of unique contributions of each discipline.

Comments:

5. HEALTH EDUCATION: Assists students, families, and groups to achieve optimal levels of wellness through health education.

- 5.1 Demonstrates use of the principles of learning and appropriate teaching methods.
- 5.2 Teaches the basic principles of health promotion and disease prevention to individuals and groups.
- 5.3 Acts a resource in health education to school personnel, students, and families.
- 5.4 Using the results of assessments to guide instruction.

Comments:

6. PROFESSIONAL DEVELOPMENT: participates in evaluation to assure quality of health services provided for students and assumes responsibility for continuing education and professional development and contributes to the professional growth of others.

- 6.1 Participates in continuing education programs to increase understanding and update skills (evidence provided).
- 6.2 Assumes professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).

Comments:

7. COMMUNITY HEALTH SYSTEMS: Participates with other key members of the community to assess, plan, implement and evaluate school health services in the broad continuum of promotion of primary, secondary, and tertiary prevention.

- 7.1 Interprets school health services needs and the role of the school nurse to the school and community.
- 7.2 Collaborates with agencies within and outside the community to ensure continuity of service and care.

Comments:

Certificated Contract

8. RESEARCH: Contributes to nursing and school health through innovations in theory and practice and participation in research.

- 8.1 Obtains expert consultation as needed.
- 8.2 Participates in research as subject, facilitator, evaluator, or critic (as appropriate).

Comments:

Check if Assistance Plan to be implemented

Evaluator's Summary Comments:

Evaluatee's Comments:

Nurse's Signature and Date

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement with this evaluation.

Designated Evaluator's Signature and Date

Distribution: Evaluator, Evaluatee, Human Resources
Revised 1/2011

APPENDIX C-1 – NON-CLASSROOM EVALUATION FORM

**ONTARIO-MONTCLAIR SCHOOL DISTRICT
NON-CLASSROOM UNIT-MEMBER EVALUATION FORM**

Next anticipated evaluation year _____

20 ____ -20 ____ School Year

Evaluatee's Name: _____ School/Department: _____ Professional Assignment: _____

A complete description of the evaluation process of the Ontario-Montclair School District is in *Article XI – Evaluation Procedures*.

Please place the appropriate number in the box next to the standard.

- 1. Practice not consistent with duties and responsibilities of assignment
- 2. Developing practice that partially meets duties and responsibilities of assignment
- 3. Practice that demonstrates significant progress towards accomplishing duties and responsibilities of assignment
- 4. Practice that exemplifies duties and responsibilities of assignment

Comments are required for marks of '1' or '2' and are encouraged for those who meet or exceed standards. Assistance Plans are required for all evaluations with a rating of '1' (Practice not consistent with duties and responsibilities).

1 Attends required professional meetings and assumes share of staff responsibilities.

Comments:

2 Participates in opportunities for professional growth and applies principles learned.

Comments:

3 Communicates in an effective, cooperative and timely manner with students, staff, and parents.

Comments:

4 Demonstrates ability to select and utilize effective strategies, techniques, and resources relating to achievement of job-related goals and objectives.

Comments:

5 Works collaboratively with school site and district staff.

Comments:

6 Demonstrates ability to plan, organize, and carryout elements of assignment including meeting deadlines for records and reports.

Comments:

Certificated Contract

7 Has and applies knowledge and skills required by the job and serves as a resource to share information with others.

Comments:

8 Adheres to district and school policies and regulations.

Comments:

9 Takes responsibility for assigned district property and equipment.

Comments:

10 (Complete as applicable)

Comments:

11 (Complete as applicable)

Comments:

Check if Assistance Plan to be implemented

Evaluator's Comments:

Evaluatee's Comments:

Teacher's Signature

Date

Designated Evaluator's Signature

Date

I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement with this evaluation.

Distribution: Evaluator, Evaluatee, Human Resources
Revised 1/2011

APPENDIX C-3 – CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

The *California Standards for the Teaching Profession* provide a common language and a vision of the scope and complexity of teaching by which all teachers can define and develop their practice. The Standards are to be used by teachers to prompt reflection about teaching and learning; develop professional goals; and guide, monitor, and assess the progress of teachers’ practice toward professional goals. The Standards address the diversity of the student population in California schools today and reflect a holistic, developmental view of teaching.

ORGANIZATION OF THE STANDARDS

The standards are organized around six interrelated categories of teaching practice. The six standards are:

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

Together these six standards represent a developmental, holistic view of teaching, and are intended to meet the needs of diverse teachers and students in California.

In this document, each standard is introduced in a *narrative description* of best practice that portrays an accomplished level of professional teaching. Following the narrative description, each standard is organized in *elements* that identify key areas within that domain of teaching. Each element is further specified with *questions* that encourage teachers to explore aspects of teaching practice throughout their careers. In order to foster ongoing reflection and insights into teaching, the questions are introduced with the stem, “How do I...” The questions can also be phrased as “Why do I...” which encourages teachers to examine the rationale for key aspects of their teaching.

Certificated Contract

Within each element, the questions address only a sample of the important facets of teaching. They do not represent all the possible issues or aspects of teaching. Therefore, the questions should not be used as checklist, but rather as probing issues to promote reflection and professional development throughout one's career.

Teachers using the standards will recognize that there are some overlaps between and among the standards, elements, and questions. These overlaps are intended to underscore the holistic view that emphasizes that interrelationships and complexities of teaching. For example, valuing and drawing on student backgrounds and experiences are integral aspects of all six standards.

PURPOSES AND USES OF THE TEACHING STANDARDS

First-year and second-year teachers continue to develop through intensive learning activities that build on their pre-service preparation and lead to lifelong professional development. The *California Standards for the Teaching Profession* were developed to address this development, and are designed to be used by teachers to:

- prompt reflection about student learning and teaching practice;
- formulate professional goals to improve teaching practice; and
- guide, monitor and assess the progress of a teacher's practice toward professional goals and professionally-accepted benchmarks

FOUNDATIONS FOR THE STANDARDS

The *California Standards for the Teaching Profession* are based on current research and expert advice pertaining to the best teaching practice. The standards address the diversity of students and teachers in California schools today, and reflect a holistic, developmental view of teaching.

Context of Teaching in California

Professional educators in the State of California are serving the most diverse population of students in the history of education. This diversity among students can greatly enrich and enliven the educational experience. There is a critical need for teachers who are responsible to the diverse cultural, racial, religious, ethnic, linguistic, and socioeconomic backgrounds of all students. The *California Standards for the Teaching Profession* support the creation of inclusive classrooms in which diverse students with varying learning styles and abilities are engaged and challenged as learners. The standards reflect an expectation that the education of diverse students is likely to be most productive when teachers use effective pedagogical principles and practices in all subject areas.

The standards also value the diversity of teachers’ backgrounds, perspectives, skills knowledge, and practices. Teaching is not a profession in which a single approach to professional practice will be effective for all practitioners. Although the standards articulate a common vision of excellence in teaching, different teachers have different ways to fulfill the standards effectively. By respecting the diverse ways in which teachers pursue excellence in professional practice, schools enrich and enhance the education of diverse students.

A Holistic Vision of Teaching

A holistic view of teaching recognizes that teaching and learning include complex processes that are interdependent, occur in a variety of contexts, and are affected by many factors that are intrinsic and external to the classroom. A vision of teaching in California must therefore emphasize relationships among the multiple aspects of teaching and learning. A teacher's understandings of students, of subject matter and curriculum, and of instructional methods, strategies and styles are ultimately linked to how the teacher plans instruction and creates and assesses opportunities of student learning.

Teaching is more than methodology. Philosophical and theoretical understandings of teaching and learning empower teachers to make thoughtful, informed decisions about instructional strategies and ways to support students' learning. A teacher's practice cannot be viewed or evaluated separately from her or his professional ideas and understandings; all aspects of teaching are interdependent. The standards are broad and interconnected with each other because the professional practice of teaching needs to be seen comprehensively as a complex, dynamic process in which practical and conceptual elements are woven together as a seamless fabric.

A Developmental View of Teaching

Teachers' knowledge, skills and practices develop throughout their professional careers. The nature of teaching requires continuous growth in order to engage and challenge increasingly diverse students in a rapidly changing world. Teachers are never "finished" as professional learners, no matter how extensive or excellent their formal education and preparation. If teachers' expertise, capabilities, and accomplishments are to be enriched over time, the teachers must become reflective practitioners who actively seek to strengthen and augment their professional skills, knowledge, and perspectives throughout their careers.

1. STANDARD FOR ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

Teachers build on students' prior knowledge, life experience, and interests to achieve learning goals for all students. Teachers use a variety of instructional strategies and resources that respond to students' diverse needs. Teachers facilitate challenging learning experiences for all students in environments that promote autonomy, interaction and choice. Teachers actively engage all students in problem solving and critical thinking within and across subject matter areas. Concepts and skills are taught in ways that encourage students to apply them in real-life contexts that make subject matter meaningful. Teachers assist all students to become self-directed learners who are able to demonstrate, articulate, and evaluate what they learn.

1.1 ***Key Element: Connecting students' prior knowledge, life experience, and interests with learning goals.***

As teachers develop, they may ask, "How do I..." or "Why do I..."

- help students to see the connections between what they already know and the new material?
- help students to connect classroom learning to their life experiences and cultural understandings?
- support all students to use first and second language skills to achieve learning goals?
- open a lesson or unit to capture student
- build on students' comments and questions during a lesson to extend their understanding?
- make "on the spot" changes in my teaching based on students' interests and questions?

1.2 ***Key Element: Using a variety of instructional strategies and resources to respond to students' diverse needs.***

As teachers develop, they may ask, "How do I..." or "Why do I..."

- engage all students in a variety of learning experiences that accommodate the different ways they learn?
- use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so that all student understand?
- choose strategies that make the complexity and depth of subject matter understandable to all students?
- modify materials and resources and use appropriate adaptive equipment to support each student's fullest participation?
- use technology to enhance student learning?
- use strategies that support subject matter learning for second language learners?
- vary my instructional strategies to increase students' active participation in learning?
- ask questions or facilitate discussion to clarify or extend students' thinking?

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- make use of unexpected events to augment student learning?
- recognize when a lesson is falling apart and what do I do about it?

1.3 ***Key Element: Facilitating learning experiences that promote autonomy, interaction, and choice***

As teachers develop, they may ask, “How do I…” or “Why do I…”

- use the classroom environment to provide opportunities for independent and collaborative learning?
- provide a variety of grouping structures to promote student interactions and learning?
- participate in and promote positive interactions between all students?
- support and monitor student autonomy and choice during learning experiences?
- support and monitor student collaboration during learning activities?
- help students make decisions about managing time and materials during learning activities?

1.4 ***Key Element: Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.***

As teachers develop, they may ask, “How do I…” or “Why do I…”

- provide opportunities for all students to think, discuss, interact, reflect and evaluate content?
- help all students to learn, practice, internalize and apply subject specific learning strategies and procedures?
- support all students in critically investigating subject matter concepts and questions?
- engage all students in problem solving activities and encourage multiple approaches and solutions?
- encourage all students to ask critical questions and consider diverse perspectives about subject matter?
- provide opportunities for all students to learn and practice skills in meaningful contexts?
- help all students to analyze and draw valid conclusions about content being learned?

1.5 ***Key Element: Promoting self-directed, reflective learning for all students.***

As teachers develop, they may ask, “How do I…” or “Why do I…”

- motivate all students to initiate their own learning and to strive for challenging learning goals?
- encourage all student to describe their own learning processes and progress?
- explain clear learning goals for all students of each activity or lesson?
- engage all students in opportunities to examine and evaluate their own work and to learn from the work of their peers?

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- help all students to develop and use strategies for knowing about, reflecting on, and monitoring their own learning?
- help all students to develop and use strategies for accessing knowledge and information?

2. STANDARD FOR CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

Teachers create physical environments that engage all students in purposeful learning activities and encourage constructive interactions among students. Teachers maintain safe learning environments in which all students are treated fairly and respectfully as they assume responsibility for themselves and one another. Teachers encourage all students to participate in making decisions and in working independently and collaboratively. Expectations for student behavior are established early, clearly understood, and consistently maintained. Teachers make effective use of instructional time as they implement class procedures and routines.

2.1 Key Element: Creating a physical environment that engages all students.

As teachers develop, they may ask, “How do I...” or “Why do I...”

- arrange the room to facilitate positive classroom interactions?
- arrange and adapt classroom seating to accommodate individual and group learning needs?
- manage student and teacher access to materials, technology, and resources to promote learning?
- create a classroom environment that reflects and promotes student learning?
- make the classroom environment safe and accessible for all students?

2.2 Key Element: Establishing a climate that promotes fairness and respect.

As teachers develop, they may ask, “How do I...” or “Why do I...”

- help all students become respectful of others who may be different from them?
- model and promote fairness, equity, and respect in the classroom?
- encourage, support, and recognize the achievements and contributions of all students?
- encourage students to take risks and be creative?
- understand and respond to inappropriate behaviors in a fair, equitable way?

2.3 Key Element: Promoting social development and group responsibility.

As teachers develop, they may ask, “How do I...” or “Why do I...”

- help all students accept and respect different experiences, ideas, backgrounds, feelings, and points of view?
- group students to promote social development and learning?
- facilitate the development of each student’s self esteem?
- create opportunities for all students to communicate and work with one another?

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- teach leadership skills and provide opportunities for all students to use them?
- use classroom rules to support all students in assuming responsibility for themselves and one another?
- create opportunities for all students to become self directed learners?

2.4 ***Key Element: Establishing and maintaining standards for student behavior.***

As teachers develop, they may ask, “How do I...” or “Why do I...”

- understand the reasons for student behavior?
- establish and consistently maintain standards for behavior that reflect my students’ developmental and personal needs?
- intervene when student behavior does not meet agreed upon classroom standards?
- facilitate student participation in classroom decision making?
- help all students learn to solve problems and resolve conflicts?
- support all students as they develop responsibility for their own behavior?
- work collaboratively with families to maintain standards for student behavior?

2.5 ***Key Element: Planning and implementing classroom procedure and routines that support student learning.***

As teachers develop, they may ask, “How do I...” or “Why do I...”

- develop a daily schedule, timelines, classroom routines, and classroom rules?
- involve all students in the development of classroom procedures and routines?
- support students to internalize classroom rules, routines, and procedures and to become self-directed learners?
- develop classroom procedures and routines that promote and maintain a climate of fairness and respect?
- make decisions about modifying procedures and rules to support student learning?

2.6 ***Key Element: Using instructional time effectively.***

As teachers develop, they may ask, “How do I...” or “Why do I...”

- structure time with students to support their learning?
- help students move from one instructional activity to the next?
- pace and adjust instructional time so that all students remain engaged?
- redirect student behavior in the most productive and time effective way?
- ensure that adequate time is provided for all students to complete learning activities?
- provide time for all students to reflect on their learning and process of instruction?
- structure time for day to day managerial and administrative tasks?

3. STANDARD FOR UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

Teachers exhibit strong working knowledge of subject matter and student development. Teachers organize curriculum to facilitate students' understanding of the central themes, concepts, and skills in the subject area. Teachers interrelate ideas and information within and across curricular areas to extend students' understanding. Teachers use their knowledge of student development, subject matter, instructional resources and teaching strategies to make subject matter accessible to all students.

3.1 Key Element: Demonstrating knowledge of subject matter content and student development.

As teachers develop, they may ask, "How do I..." or "Why do I..."

- identify and understand the key concepts and underlying themes and relationships in the subject area(s) to be taught
- ensure that my knowledge of the subject matter incorporates different perspectives?
- continue to keep my subject matter knowledge current?
- ensure that my subject matter knowledge is sufficient to support student learning?
- build understanding of my students' cognitive and linguistic development?
- build understanding of my students' social, emotional, and physical development?

3.2 Key Element: Organizing curriculum to support students understanding of subject matter.

As teachers develop, they may ask, "How do I..." or "Why do I..."

- use my knowledge of development to organize and sequence the curriculum to increase student understanding?
- use my subject matter knowledge to organize and sequence the curriculum to increase student understanding?
- use my knowledge of the subject to plan units and instructional activities that demonstrate key concepts and their interrelationships?
- organize subject matter effectively to reveal and value different cultural perspectives?
- incorporate subject or grade level expectations and curriculum frameworks in organizing subject matter?
- organize curriculum to ensure that students develop a deep understanding of core concepts in each subject matter area?

3.3 Key Element: Interrelating ideas and information within and across subject matter areas.

As teachers develop, they may ask, "How do I..." or "Why do I..."

- identify and integrate key concepts and relationships across subject matter areas?
- help all students to relate subject matter concepts to previous lessons and their own lives?
- help all students to see the relationships and connections across subject matter areas?
- help all students to apply learning from different curricular areas to solve problems?
- develop units and lessons that highlight themes within and across subject matter areas?

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3.4 Key Element: Developing student understanding through instructional strategies that are appropriate to the subject matter.

As teachers develop, they may ask, “How do I...” or “Why do I...”

- develop and use a repertoire of instructional strategies well suited to teaching a particular subject matter?
- use my knowledge of subject matter to help students construct their own knowledge?
- challenge all students to think critically in each subject area?
- build on student life experience, prior knowledge, and interests to make the content relevant and meaningful to them?
- use a variety of instructional strategies and approaches to illustrate a concept and its connections within and across subject areas?
- help all students develop enthusiasm for and a deep knowledge of the subject matter?

3.5 Key Element: Using materials, resources, and technologies to make subject matter accessible to students.

As teachers develop, they may ask, “How do I...” or “Why do I...”

- use subject matter resources, materials, and technologies to organize the curriculum?
- select and use instructional materials and resources that promote students’ understanding of subject matter?
- select and use learning materials and resources that reflect the diversity in my classroom?
- use technologies to convey key concepts in the subject matter area?
- help all students gain access to useful materials, resources, and technologies to support their learning of subject matter?

4. STANDARD FOR PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

Teachers plan instruction that draws on and values students' backgrounds, prior knowledge, and interests. Teachers establish challenging learning goals for all students based on student experience, language, development, and home and school expectations. Teachers sequence curriculum and design long-term and short-range plans that incorporate subject matter knowledge, reflect grade-level curriculum expectations, and include a repertoire of instructional strategies. Teachers use instructional activities that promote learning goals and connect with student experiences and interests. Teachers modify and adjust instructional plans according to student engagement and achievement.

4.1 Key Element: Drawing on and valuing students' backgrounds, interests, and developmental learning needs.

As teachers develop, they may ask, "How do I..." or "Why do I..."

- incorporate students' knowledge and experience in my curriculum and instructional planning?
- use knowledge about students' lives and their families and communities to inform my planning of curriculum and instruction?
- recognize and incorporate student diversity as an integral part of my planning?
- plan lessons and units that promote access academic content for all students?
- design lessons that promote subject matter knowledge and language development for second language learners?
- use what I know about cognitive and linguistic development to plan instruction that supports student learning?
- use what I know about physical, social, and emotional development to plan instruction and make appropriate adaptations to meet students' unique needs?
- design lessons that challenge students at their own developmental levels?

4.2 Key Element: Establishing and articulating goals for student learning.

As teachers develop, they may ask, "How do I..." or "Why do I..."

- establish short-term and long-term goals for student learning?
- ensure that each instructional activity is related to learning goals?
- build on the strengths, interests, and needs of all students to establish high expectations for learning?
- establish learning goals that address all students' language, experience, and home and school expectations?
- design instructional activities so that all students participate in setting and achieving learning goals?
- ensure that goals for student learning promote critical thinking and problem solving?

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4.3 Key Element: Developing and sequencing instructional activities and materials for student learning.

As teachers develop, they may ask, “How do I…” or “Why do I…”

- sequence subject matter concepts to support student learning?
- use formal and informal student assessment in short-term and long-term planning?
- plan to use instructional strategies appropriate to the complexity of the lesson content and student learning needs?
- select and sequence curriculum to promote understanding and critical thinking for all students?
- sequence instruction to help students see relationships and connections across subject matter areas?
- choose and adapt instructional materials to make subject matter relevant to students’ experience and interests.
- develop and sequence instruction that supports students’ second language learning and subject matter knowledge.

4.4 Key Element: Designing short-term and long-term plans to foster student learning.

As teachers develop, they may ask, “How do I…” or “Why do I…”

- develop short-term and long-term plans that build on and extend students’ understanding of subject matter?
- make decisions about organizing curriculum to allow enough time for student learning, review and assessment?
- think ahead toward long-term goals for student learning?
- use my knowledge of subject matter and my students to plan and pace instructional activities over time?
- plan to ensure access to challenging, diverse, academic content for all students?
- provide opportunities for all students to learn at their own pace in my daily, weekly, and unit plans?
- incorporate diverse subject matter perspectives in my planning?

4.5 Key Element: Modifying instructional plans to adjust for student needs.

As teachers develop, they may ask, “How do I…” or “Why do I…”

- adjust the lesson plan to make content relevant and accessible to each student?
- revise plans based on formal and informal student assessment?
- adjust my plans to allow enough time for student learning?
- modify my plans to ensure opportunities for all students to learn and synthesize information?
- reflect on my teaching to inform short-term and long-term planning?

5. STANDARD FOR ASSESSING STUDENT LEARNING

Teachers establish and clearly communicate learning goals for all students. Teachers collect information about student performance from a variety of sources. Teachers involve all students in assessing their own learning. Teachers use information from a variety of ongoing assessments to plan and adjust learning opportunities that promote academic achievement and personal growth for all students. Teachers exchange information about student learning with students, families, and support personnel in ways that improve understanding and encourage further academic progress.

5.1 *Key Element: Establishing and communicating learning goals for all students.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- use subject matter standards from district, state, and other sources to guide how I establish learning goals for each student?
- involve all students and families in establishing goals for learning?
- review and revise learning goals with every student over time?
- ensure that student learning goals reflect the key subject matter concepts, skills, and applications?
- ensure that goals for learning are appropriate to my students’ development, language acquisition, or other special needs?
- ensure that my grading system reflects goals for student learning?
- work with other educators to establish learning goals and assessment tools that promote student learning?

5.2 *Key Element: Collecting and using multiple sources of information to assess student learning.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- use a variety of assessments to determine what students know and are able to do?
- select, design, and use assessment tools appropriate to what is being assessed?
- know that the assessment tools I use are matched to and support my goals for student learning?
- collect, select, and reflect upon evidence of student learning?
- work with families to gather information about all students and their learning?
- ensure that my grades are based on multiple sources of information?
- assess my students to support student learning goals, district standards, and family expectations?
- use standardized tests, diagnostic tools, and developmental assessments to understand student progress?
- use a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals)?

5.3 Key Element: Involving and guiding all students in assess their own learning.

As teachers develop, they may ask, “How do I...” or “Why do I...”

- make assessment integral to the learning process?
- model assessment strategies for all students?
- develop and use tools and guidelines that help all students assess their own work?
- help all students to build their skills in self-reflection?
- provide opportunities for all students to engage in peer discussion of their work?
- help all students to understand and monitor their own learning goals?
- provide opportunities for all students to demonstrate and reflect on their learning inside and outside of the classroom?

5.4 Key element: Using the results of assessments to guide instruction.

As teachers develop, they may ask, “How do I...” or “Why do I...”

- use assessment to guide my planning?
- use informal assessments of student learning to adjust instruction while teaching?
- use assessment data to plan more effective ways of teaching subject matter concepts and processes?
- use assessment information to determine when and how to revisit content that has been taught?
- use assessment data to meet students’ individual needs?
- use assessment results to plan instruction to support students’ individual educational plans (IEP)?

5.5 Key Element: Communicating with students, families, and other audiences about student progress.

As teachers develop, they may ask, “How do I...” or “Why do I...”

- provide all students with information about their progress as they engage in learning activities?
- provide opportunities for all students to share their progress with others?
- communicate learning goals to all students to share their progress with others?
- communicate learning goals to all students and their families?
- initiate and maintain regular contact with families and resource providers about student progress?
- communicate the results of assessments with my students and their families?
- involve families as partners in the assessment process?

5.6 Key Element: Evidence of student achievement towards meeting grade level standards on district assessments.

6. STANDARD FOR DEVELOPING AS A PROFESSIONAL EDUCATOR

Teachers reflect on their teaching practice and actively engage in planning their professional development. Teachers establish professional learning goals, pursue opportunities to develop professional knowledge and skill, and participate in the extended professional community. Teachers learn about and work with local communities to improve their professional practice. Teachers communicate effectively with families and involve them in student learning and the school community. Teachers contribute to school activities, promote school goals and improve professional practice by working collegially with all school staff. Teachers balance professional responsibilities and maintain motivation and commitment to all students.

6.1 *Key Element: Reflecting on teaching practice and planning professional development.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- assess my growth as a teacher over time?
- learn about teaching as I observe and interact with my students?
- reflect on my instructional successes and dilemmas to move my practice forward?
- analyze my teaching to understand what contributes to student learning?
- formulate professional development plans that are based on my reflection and analysis?

6.2 *Key Element: Establishing professional goals and pursuing opportunities to grow professionally.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- maintain an attitude of lifelong learning?
- learn more about my own professional roles and responsibilities?
- establish goals and seek out opportunities for professional growth and development?
- use professional literature, school district, and other professional development opportunities to increase my understanding of teaching?
- continue to seek out and refine approaches that make the curriculum accessible to every student?
- expand my knowledge of new instructional methods and technologies?
- benefit from and contribute to professional organizations to improve my teaching?

6.3 *Key Element: Working with communities to improve professional practice.*

As teachers develop, they may ask, “How do I…” or “Why do I…”

- value and respect the student’s community and appreciate its role in student learning?
- increase my understanding of the cultures and dynamics of my students’ communities?

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- promote collaboration between school and community?
- identify and use school, district, and local community social service resources to benefit students and their families?
- seek out and use resources from the local community and businesses to support student learning?
- provide my students with community based experiences that support their learning?
- interact with students in activities outside the classroom?

6.4 Key Element: Working with families to improve professional practice.

As teachers develop, they may ask, “How do I…” or “Why do I…”

- value and respect students’ families and appreciate their role in student leaning?
- develop an understanding of families’ racial, cultural, linguistic, and socioeconomic backgrounds.
- engage families as sources of knowledge about students’ linguistic and social backgrounds?
- promote positive dialogue and interactions with all families, and respond to their concerns about student progress?
- ensure that communication with all students and their families is understood?
- provide opportunities for all families to participate in the classroom and school community?
- present the educational program to all families?

6.5 Key Element: Working with colleagues to improve professional practice.

As teachers develop, they may ask, “How do I…” or “Why do I…”

- create opportunities to collaborate with my colleagues?
- collaborate with teachers, administrators, education specialists, and paraprofessionals to ensure that all students’ diverse learning needs are met?
- engage in thoughtful dialogue and reflection with colleagues to solve teaching related problems?
- participate in making and implementing school-wide decisions?
- contribute to school-wide events and learning activities?
- establish and maintain relationships with other school staff to become a visible and valued member of the school community?
- use observations of colleagues to improve my teaching?
- prevent and resolve personal and professional conflicts with colleagues?
- contribute to the learning of other educators?

6.6 Key Element: Balancing professional responsibilities and maintain motivation.

As teachers develop, they may ask, “How do I…” or “Why do I…”

- reduce stress and maintain a positive attitude with students and colleagues?

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- challenge myself intellectually and creatively throughout my career?
- deal with the isolation of teaching?
- find support to balance professional responsibilities with my personal needs?
- demonstrate professional conduct and integrity in the classroom and school community?
- extend my knowledge about my professional and legal responsibilities for student's learning, behavior, and safety?

STANDARD 1: ENGAGING AND SUPPORTING ALL STUDENTS LEARNING

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
1.1 Connecting students' prior knowledge, life experience and Interests with learning goals	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 makes many connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher use student comments and questions to build and adjust the lesson for understanding.	The teacher makes some connections between students' prior knowledge, life experiences and interests with learning goals. The teacher elicits some students' questions and comments to monitor understanding.	The teacher does not make connection between students' prior knowledge, life experiences and interests with learning goals. The teacher does not elicit student comments or questions during the lesson.
1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs	The teacher makes skillful use of a wide variety of instructional strategies to engage all students in learning, making adjustments while teaching to respond to students' need.	The teacher uses a variety of instructional strategies and resources to respond to students' diverse needs and promote participation.	The teacher uses a selection of instructional strategies but they may lack variety and may not be responsive to student needs.	The teacher uses a limited variety of instructional strategies and resources. No adjustments are made to meet individual students' needs.
1.3 Facilitating learning experiences that promote	The teacher facilitates, monitors and supports independent and collaborative learning	The teacher facilitates learning experiences and supports student involvement in learning by	There are limited opportunities for students to apply and practice new learning through meaningful independent and	Learning activities are directed by the teacher, permitting no student opportunities for autonomy,

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ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
autonomy, interaction and choice	experiences through constructive interactions that promote autonomy and choice in learning.	promoting constructive interactions, autonomy and choice.	collaborative experiences.	interaction or choice.
1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful	Opportunities are provided that extend student thinking, and engage and support all students in problem posing, solving, inquiry and analysis in and across subject matter areas.	Opportunities that support and engage students in problem solving, questioning, subject matter investigation and concept analysis are provided.	The teacher provides some learning opportunities to engage students in problem solving and higher level thinking activities. Limited support is given to develop necessary skills.	Few or no opportunities are provided students to engage in problem solving and higher level thinking activities within or across subject matter.
1.5 Promoting self- directed, reflective learning for all students	Students take initiative for their own learning and reflection, talk about and evaluate their own work with peers.	Teacher motivates and promotes self-directed, reflective learning for all students, which allows students to monitor and evaluate their own work.	The teacher monitors and directs student learning and provides some opportunities for students to reflect on their own work.	Few or no opportunities are provided for students to initiate their own learning or to monitor their own work.

**STANDARD #2: CREATING AND MAINTAINING
EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
2.1 Creating a physical environment that engages all students	The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement for all students in learning activities.	The physical environment ensures safety, engages students in constructive interactions in learning activities and is used as an extension of the instructional program.	The physical environment provides accessibility to materials and engages students in group and individual learning experiences.	The physical environment contains safety hazards and does not engage students or support individual and/or group learning.
2.2 Establishing a climate that promotes fairness and respect	A climate of equity, caring and respect is maintained by the students. Students are able to take risks and be creative. The teacher responds to inappropriate behavior fairly and equitably.	A climate of fairness, respect and caring for self and others is provided for and modeled by the teacher. Students are encouraged to take risks and be creative. Inappropriate behavior is dealt with fairly and equitably.	The teacher establishes a climate of fairness, respect and caring for most students. Some students will take risks and be creative, but teacher does little to encourage them.	A climate of fairness, respect or caring, either between the teacher and students or among students, is limited or not evident. Few students take risks. Teacher response to inappropriate behavior is not fair or equitable.
2.3 Promoting social development and group responsibility	Students work independently and collaboratively and maintain a classroom community that is respectful. They are aware of individual differences, assume leadership and are responsible for themselves and others.	Learning experiences for students to work collaboratively to promote social development and acquisitions of leadership skills to become self-directed learners are provided and modeled by the teacher.	The teacher provides some learning experiences for students that promote social development and acquisition of responsibility.	The teacher does not support students' social development, self-esteem, diversity and/or responsibility for each other.

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
2.4 Establishing and maintaining standards for student behavior	Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain them.	Standards for student behavior are clearly established, communicated to students and maintained consistently and fairly by the teacher.	Standards for student behavior have been established and student behavior is generally appropriate during most learning experiences.	Standards have not been clearly established. Students are confused about what the standards are. Student learning is diminished greatly.
2.5 Planning and implementing classroom procedures and routines that support student learning	Students and teacher ensure that classroom procedures and routines operate seamlessly and smoothly without negative impact on instructional time.	Procedures and routines are clearly established and operate efficiently to support student learning. Little or some instructional time is lost.	Procedures and routines operate moderately well and generally support student learning.	Classroom procedures and routines not only lack schedules, rules and timelines, but also are not enforced, which disrupts student learning. Much instructional time is lost.
2.6 Using instructional time effectively	Pacing of lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.	Pacing and adjusting of lessons are appropriate. Transitions are smooth. Students are engaged and successfully complete learning activities.	Pacing of lessons is generally effective. Most students complete learning activities.	Instructional time is lost because learning activities are often rushed or are too long. Transitions are rough, confusing or non-existent. Students are not engaged in learning.

**STANDARD #3: UNDERSTANDING AND ORGANIZING
SUBJECT MATTER FOR STUDENT LEARNING**

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
3.1 Demonstrating knowledge of subject matter content and student development	The teacher has command of a broad range of perspectives that strongly support all students' learning. Knowledge of subject matter and student development is current.	The teacher keeps current and demonstrates understanding of key concepts and underlying themes of subject matter. The teacher understands the development of the cognitive, physical, linguistic and social/emotional growth of students.	The teacher has some gaps or lack of training in current knowledge and/or understanding of key concepts and underlying themes of subject matter as well as in the understanding of student development.	The teachers current knowledge and/or understanding of key concepts and underlying themes of subject matter and students' overall development is incomplete or limited.
3.2 Organizing the curriculum to support student understanding of subject matter	Curriculum is organized and sequenced to demonstrate concepts, themes, skills and the relationships between them. Different perspectives are broadly revealed. Material is organized to ensure all students develop a deep understanding of core concepts.	Almost all curriculum is organized and sequenced to reflect and value different perspectives; it supports the understanding of core concepts for all students.	Most curriculum is organized to reflect and value, to some degree, different perspectives and to support the understanding of core concepts for most students.	Curriculum is not organized. It rarely demonstrates concepts, themes and skills. It seldom values different perspectives or rarely supports the understanding of core concepts.

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<p>3.3 Interrelating ideas and information within and across subject matter areas</p>	<p>The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning and use this to extend their understanding.</p>	<p>Key concepts and information within the curriculum are identified then related to the students' lives. Previous learning is used to extend understanding.</p>	<p>Concepts and their relationships are identified and related to material from previous lessons. Students are given some insight into relationships and connections between themes in and across subject matter material.</p>	<p>Few lessons identify and integrate concepts and relationships between themes or to material previously covered in lessons. Students are not helped to see relationships and connections between themes in and across subject matter material.</p>
<p>3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter</p>	<p>A wide variety of instructional strategies are used to make content accessible to all students and challenge them to think critically. They are encouraged to deepen their knowledge and enthusiasm for subject matter.</p>	<p>Most lessons include a variety of strategies that are suited to help students think critically and extend their own knowledge by building on prior knowledge and experience and interests. They are encouraged to be life-long learners.</p>	<p>Many lessons include a variety of strategies suited to the development of critical thinking. The teacher may encourage some students to think critically and extend their knowledge.</p>	<p>Few lessons include a variety of strategies suited to the development of critical thinking and the construction of knowledge. The strategies are not appropriately matched to the subject matter content. Students are not encouraged to think critically or to extend their knowledge.</p>
<p>3.5 Using materials, resources and technologies to make subject matter accessible to students</p>	<p>A range of instructional materials, resources and technologies are integrated into the curriculum to extend students' understanding of content and concepts.</p>	<p>Most lessons exhibit the use of technology, materials and resources to promote understanding of content, concepts and diverse perspectives.</p>	<p>Resources, instructional materials and technology are infrequently used to convey concepts and information, or to reflect diverse perspectives.</p>	<p>Few lessons exhibit the use of resources, materials, technology to convey concepts and information to promote student understanding. Diversity is not reflected in the classroom. Technologies may be inappropriately used.</p>

STANDARD #4: PLANNING AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs	Instructional plans build on students' backgrounds, experiences, interests and developmental needs to support all students' learning.	Most lessons account for students' backgrounds, knowledge, experiences and diversity as well as cognitive and linguistic development. Lessons promote access to academic content, subject matter knowledge and academic development for second language learners.	Many lessons account for students' backgrounds, knowledge, experiences and diversity as well as cognitive and linguistic development. Subject matter knowledge and academic development for second language learners is taken into account.	Few lessons account for students' backgrounds, knowledge, experiences and diversity of the students. Access to academic content is not limited. Plans do not match, reflect or support the students' abilities or developmental needs.
4.2 Establishing and articulating goals for student learning	Short and long-term goals are set by teacher and students that integrate language, experience and home and school expectations. Goals are appropriately challenging for all students. Expectations for students are consistently high.	Consistently exhibits evidence of long and short-term goals for students based on formal and informal student assessment and use of instructional strategies and lesson sequence that integrate student interests, experience, subject matter knowledge and account for second language development. Expectations for students are high.	Goals exhibit gaps or lack of training and/or planning based on formal and informal student assessment. Instructional strategies and lesson sequence account inconsistently for students' experience, interests, knowledge and second language development. Expectations for students are inconsistent.	Goals are not established or do not address students' language, experience, or home and school expectations. Lesson sequence, instructional strategies and development inconsistently reflect the use of assessments. Knowledge and second language experience is limited or not evident. Expectations for students are low.

<p>4.3 Designing short-term and long-term plans to foster student learning</p>	<p>Short and long-term plans are coherent. Learning sequences are responsive to the needs of individual students and prompt understanding of complex concepts.</p>	<p>Most long and short-term plans build on and extend students’ understanding of subject matter. Curriculum organization allows sufficient time for learning, review and assessment. Planning accounts for diversity of pace and perspectives.</p>	<p>Long and short-term plans only partially build on and extend students’ understanding of subject matter. Curriculum organization has structure and generally allows sufficient time for learning, review and assessment. Sequence of individual lessons is uneven.</p>	<p>Plans generally do not build on and extend students conceptual understanding. Curriculum organization does not allow sufficient time for learning, review and assessment. Planning and pacing of lessons does not flow. Teacher’s knowledge of subject matter is not adequate. There is little recognizable structure.</p>
<p>4.4 Developing and sequencing instructional activities and materials for student learning</p>	<p>Instructional activities and materials are differentiated to reflect individual student’s interests and developmental needs, and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts.</p>	<p>Instructional activities and materials are appropriate to students and the learning goals. They make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.</p>	<p>Instructional activities and materials are partially appropriate to students and the learning goals. They engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.</p>	<p>Instructional activities and materials are not appropriate to the students. The instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.</p>

<p>4.5 Modifying instructional plans to adjust for student needs</p>	<p>Instructional plans are modified as needed, based on formal and informal assessments and students' suggestions, to ensure deeper conceptual understanding by all students.</p>	<p>Instructional plans are almost always modified to make content relevant and accessible to students. Formal and informal assessments are used as a guide for modification and/or revision of planning.</p>	<p>Instructional plans are usually only superficially modified to make content relevant and accessible to students. There is evidence of some formal and informal assessment used as a guide for modification and/or revision of planning.</p>	<p>Instructional plans are rarely modified to make content relevant and accessible to students. Formal and informal assessments are rarely used to modify and/or revise planning. Little time is allowed to learn, review and assess student learning.</p>
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STANDARD #5: ASSESSING STUDENT LEARNING

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
5.1 Establishing and communicating learning goals for all students	Learning goals are established by the teacher, students and families, are appropriate to students’ needs and the curriculum; meet district and state expectations; are communicated to students and families, and revised as needed.	Learning goals are established which are grade appropriate to meet district/state subject matter expectations and are communicated to students and families. Goals are revised as needed.	Learning goals are established and communicated to students without revision most of the time. Goals are tied to school and district expectations.	Few or no learning goals are established and are not revised or communicated to students or their families. Few learning goals are tied to district or state expectations.
5.2 Collecting and using multiple sources of information to assess student learning	The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress and develop student learning goals.	Appropriate multiple sources are used to assess, and understand and demonstrate student progress as well as to develop student learning goals.	One or two sources of information and assessment techniques are used to understand and demonstrate student progress.	No consistent sources of information or assessment techniques are used to assess student learning or to develop instruction.
5.3 Involving and guiding all students in assessing their own learning	On-going student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers.	The teacher models assessment strategies to assist students with self-reflection in the assessment process and discuss work with peers. Assessment activities are included in most learning activities.	The teacher provides some assessment strategies that guide student reflection in the assessment process. Opportunities are provided for students to discuss work with peers.	The teacher assumes total responsibility for student evaluation. Self-reflection and self-assessment of their own work is not encouraged.

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
5.4 Using the results of assessments to guide instruction	Information from a variety of ongoing assessments is used to plan and modify learning activities and to support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.	Planning and modifying instruction to meet student needs are based on a variety of assessment data. Assessments are occasionally used to adjust instruction while teaching.	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not generally used to adjust instruction while teaching.	Information from assessment is not used to plan learning activities.
5.5 Communicating with students, families and other audiences about student progress	Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.	The teacher regularly exchanges information about student learning with students, families and support personnel in ways that encourage and improve understanding and academic progress.	The teacher provides information about student learning to students, families and support personnel to promote understanding and academic progress.	The teacher makes little or no attempt to communicate with families, students, and support personnel.
5.6 Evidence of student achievement towards meeting grade level standards on multiple measures	Collectively, students demonstrate considerable academic progress toward state standards and grade level curriculum based on multiple measures.	Collectively, students demonstrate adequate academic progress toward state standards and grade level curriculum based on multiple measures.	Collectively, students are making limited progress toward state standards and grade level curriculum based on multiple measures.	Collectively, students are not making progress toward state standards and grade level curriculum based on multiple measures.

STANDARD #6: DEVELOPING AS A PROFESSIONAL EDUCATOR

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
6.1 Reflecting on teaching practice and planning professional development	The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, assesses growth over time and plans professional development based on reflection.	The teacher reflects on instructional success and student learning to assess their professional growth, establish professional goals and pursue opportunities to enhance their professional development.	The teacher reflects on some teaching practices and areas of concern, assesses growth in these areas, and with assistance, establishes professional goals and begins to pursue opportunities to grow professionally.	The teacher may reflect on specific problems or areas of concern in their teaching practice, but rarely uses reflection to establish professional goals, assess growth or plan for professional development.
6.2 Establishing professional goals and pursuing opportunities to grow professionally	Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.	The teacher continually develops and refines professional goals and opportunities for enhanced professional growth and development. The teacher continues to participate in and contribute to the professional community.	The teacher’s professional goals are established with assistance. Some opportunities for knowledge and skills are sought, but the teacher seldom participates in the professional community.	Professional goals are not established to guide practice. The teacher rarely seeks out opportunities to improve knowledge or skills or to participate in the professional community.
6.3 Working with communities to improve professional practice	The teacher values students’ communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning and	The teacher respects and values students’ community and supports and promotes collaboration between the school and community. The teacher seeks	The teacher has some knowledge of the students’ community, but is not sure how to apply this to benefit students and their families. The teacher seldom uses	The teacher has limited knowledge of the students’ community or how to access this knowledge to benefit students and families.

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ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
	promote collaboration between school and community.	community resources to support student learning.	community-based experiences to support student learning.	
6.4 Working with families to improve professional practice	The teacher respects all students' diverse backgrounds, maintains ongoing positive interactions and provides multiple opportunities for meaningful participation in the classroom or school community.	The teacher respects and values all students' families and consistently communicates to support learning and collaboration between the home and school.	The teacher respects some students' families, initiates communication and develops an understanding of their diverse backgrounds and may provide some opportunities for families to participate in the classroom or school community.	The teacher may respect some students; families or their backgrounds but has limited communication with families to support student learning. The teacher is not sure how to provide opportunities for participation in classroom or school community.

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<p>6.5 Working with colleagues to improve professional practice</p>	<p>The teacher engages in dialogue and reflection with colleagues, collaborates with staff to meet students' needs and contributes to school-wide and district-wide decision making events and professional development.</p>	<p>The teacher continues to create opportunities to engage in thoughtful dialogue, reflection and collaboration with colleagues to solve teaching related problems, improve and support professional practices to meet students' needs.</p>	<p>The teacher engages in some participation, dialogue, reflection and collaboration with colleagues to improve professional practices, school-wide events and school-wide goals to help meet students' needs.</p>	<p>The teacher seldom engages in dialogue and reflection with colleagues to meet student needs. Does not contribute to school wide events or school-wide goals.</p>
<p>6.6 Balancing professional responsibilities and maintaining motivation</p>	<p>The teacher engages in many activities outside of the profession which enhances their professional practice. Motivation is maintained by eliminating all but the most essential responsibilities for personal and professional growth.</p>	<p>The teacher engages in many activities outside the profession and is able to balance those activities with their professional responsibilities. Motivation is maintained by not overloading themselves with too many responsibilities.</p>	<p>The teacher engages in many activities outside the profession which often detract from the professional practice. The teacher has taken on too many responsibilities which effects their personal and professional motivation.</p>	<p>The teacher's outside activities do not contribute to their professional practice and often conflict with professional responsibilities. They are overwhelmed in maintaining a balance between their personal and professional responsibilities.</p>

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #1 APPLIES APPROPRIATE THEORY AS BASIS FOR DECISION MAKING IN NURSING PRACTICE

ELEMENT	PRACTICE THAT CONSISTENTLY EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
<p>1.1 Demonstrates evidence of use of nursing theory by sharing information with peers, students, family, staff, other professionals and the community to assist change.</p>	<p>The nurse demonstrates evidence of use of theory by sharing information with peers, students, family, staff, other professionals and the community to assist change.</p>	<p>The nurse often demonstrates evidence of use of theory by sharing information with peers, students, family staff, other professional, and the community to assist change.</p>	<p>The nurse sometimes demonstrates evidence of use of theory by sharing information with peers, students, family staff, other professionals, and the community to assist change.</p>	<p>The nurse does not demonstrate evidence of use of theory by sharing information with peers, students, family, staff, other professionals, and the community to assist change.</p>
<p>1.2 Demonstrates application of nursing theory by use of most recent techniques and information which governs actions.</p>	<p>The nurse demonstrates application of nursing theory by use of most recent techniques and information which governs actions.</p>	<p>The nurse often demonstrates application of nursing theory by use of most recent techniques and information which governs actions.</p>	<p>The nurse sometimes demonstrates application of nursing theory by use of most recent techniques and information which governs actions.</p>	<p>The nurse does not demonstrate application of nursing theory by use of most recent techniques and information which governs actions.</p>

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #2 PROGRAM MANAGEMENT: ESTABLISHES AND MAINTAINS A COMPREHENSIVE HEALTH PROGRAM

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
<p>2.1 Consults with school administration to establish, review, and revise procedure for a comprehensive school health program which is in compliance with state and local statutes and regulations</p>	<p>The nurse consults with school administration to establish, review, and revise procedures for a comprehensive school health program which is in compliance with state and local statutes and regulations.</p>	<p>The nurse often consults with school administration to establish, review, and revise procedures for a comprehensive school health program which is in compliance with state and local statutes and regulations.</p>	<p>The nurse sometimes consults with school administration to establish, review, and revise procedures for a comprehensive school health program which is in compliance with state and local statutes and regulations.</p>	<p>The nurse does not consult with school administration to establish, review, and revise procedures for a comprehensive school health program which is in compliance with state and local statutes and regulations.</p>
<p>2.2 Assists in training, supervising, and evaluating paraprofessionals. Determines extent of orientation amount, and type of supervision needed to</p>	<p>The nurse assists in training, supervising, and evaluating paraprofessionals. Determines extent of orientation amount, and</p>	<p>The nurse often assists in training, supervising, and evaluating paraprofessionals. Determines extent of orientation amount, and</p>	<p>The nurse sometimes assists in training, supervising, and evaluating paraprofessionals. Determines extent of</p>	<p>The nurse does not assists in training, supervising, and evaluating paraprofessionals. Determines extent of orientation amount, and</p>

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comply with the nurses practice act and other legal considerations.	type of supervision needed to comply with the nurses practice act and other legal considerations.	type of supervision needed to comply with the nurses practice act and other legal considerations.	orientation amount, and type of supervision needed to comply with the nurses practice act and other legal considerations.	type of supervision needed to comply with the nurses practice act and other legal considerations.
2.3 Assumes responsibility for inservice programs for school personnel regarding health related issues.	The nurse assumes responsibility for inservice programs for school personnel regarding health related issues.	The nurse often assumes responsibility for inservice programs for school personnel regarding health related issues.	The nurse sometimes assumes responsibility for inservice programs for school personnel regarding health related issues.	The nurse does not assume responsibility for inservice programs for school personnel regarding health related issues
2.4 Establishes a process to identify students at-risk for physical and psychosocial problems.	The nurse establishes a process to identify students at-risk for physical and psychosocial problems.	The nurse often establishes a process to identify students at-risk for physical and psychosocial problems.	The nurse sometimes establishes a process to identify students at-risk for physical and psychosocial problems.	The nurse does not establish a process to identify students at-risk for physical and psychosocial problems.
2.5 Communicates student health needs to after school personnel.	The nurse communicates student health needs to after school personnel.	The nurse often communicates student health needs to after school personnel.	The nurse sometimes communicates student health needs to after school personnel.	The nurse does not communicate student health needs to after school personnel.
2.6 Establishes a follow up mechanism for referral identified students.	The nurse establishes a follow up mechanism for referral identified students.	The nurse often establishes a follow up mechanism for referral identified students.	The nurse sometimes establishes a follow up mechanism for referral identified students.	The nurse does not establish a follow up mechanism for referral identified students.

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<p>2.7 Completes written reports to provide continuity and accountability of the program.</p>	<p>The nurse completes written reports to provide continuity and accountability of the program.</p>	<p>The nurse often completes written reports to provide continuity and accountability of the program.</p>	<p>The nurse sometimes completes written reports to provide continuity and accountability of the program.</p>	<p>The nurse does not complete written reports to provide continuity and accountability of the program.</p>
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RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #2 PROGRAM MANAGEMENT: ESTABLISHES AND MAINTAINS A COMPREHENSIVE HEALTH PROGRAM (continued)

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
2.5 Communicates student health needs to after school personnel.	The nurse communicates student health needs to after school personnel.	The nurse often communicates student health needs to after school personnel.	The nurse sometimes communicates student health needs to after school personnel.	The nurse does not communicate student health needs to after school personnel.
2.6 Establishes a follow up mechanism for referral identified students.	The nurse establishes a follow up mechanism for referral identified students.	The nurse often establishes a follow up mechanism for referral identified students.	The nurse sometimes establishes a follow up mechanism for referral identified students.	The nurse does not establish a follow up mechanism for referral identified students.
2.7 Completes written reports to provide continuity and accountability of the program.	The nurse completes written reports to provide continuity and accountability of the program.	The nurse often completes written reports to provide continuity and accountability of the program.	The nurse sometimes completes written reports to provide continuity and accountability of the program.	The nurse does not complete written reports to provide continuity and accountability of the program.

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #3 NURSING PROCESS: THE NURSING PROCESS INCLUDES INDIVIDUALIZED HEALTH PLANS THAT ARE DEVELOPED BY THE SCHOOL NURSE

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
3.1 Collects information about the health and developmental status of the student in a systematic and continuous manner.	The nurse collects information about the health and developmental status of the student in a systematic and continuous manner.	The nurse often collects information about the health and developmental status of the student in a systematic and continuous manner.	The nurse seldom collects information about the health and developmental status of the student in a systematic and continuous manner.	The nurse does not collect information about the health and developmental status of the student in a systematic and continuous manner.
3.2 Uses data collected about the health and developmental status of the student to determine a nursing diagnosis.	The nurse uses data collected about the health and developmental status of the student to determine a nursing diagnosis.	The nurse often uses data collected about the health and developmental status of the student to determine a nursing diagnosis.	The nurse sometimes uses data collected about the health and developmental status of the student to determine a nursing diagnosis.	The nurse does not use data collected about the health and developmental status of the student to determine a nursing diagnosis.
3.3 Develops a nursing care plan with specific goals and	The nurse develops a nursing care plan with	The nurse often develops a nursing care plan with	The nurse sometimes develops a nursing care	The nurse does not develop a nursing care plan with

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interventions delineating school nursing actions unique to students' needs (evidence of plan provided).	specific goals and interventions delineating school nursing actions unique to students' needs (evidence of plan provided).	specific goals and interventions delineating school nursing actions unique to students' needs (evidence of plan provided).	plan with specific goals and interventions delineating school nursing actions unique to students' needs (evidence of plan provided).	specific goals and interventions delineating school nursing actions unique to students' needs (evidence of plan provided).
3.4 Intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.	The nurse intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.	The nurse often intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.	The nurse sometimes intervenes as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.	The nurse does not intervene as guided by the nursing care plan to implement nursing actions that promote, maintain, or restore health, prevent illness, and affect rehabilitation.
3.5 Assesses student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.	The nurse assesses student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.	The nurse often assesses student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.	The nurse sometimes assesses student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.	The nurse does not assess student responses to nursing actions in order to revise data base, nursing diagnosis and nursing care plan and to determine progress made toward goal achievement.

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #4 INTERDISCIPLINARY COLLABORATION: COLLABORATES WITH OTHER PROFESSIONALS IN ASSESSING, PLANNING, IMPLEMENTING, AND EVALUATING PROGRAMS AND OTHER SCHOOL HEALTH ACTIVITIES

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
4.1 Participates as an integral member of interdisciplinary teams	The nurse participates as in integral member of interdisciplinary teams.	The nurse often participates as an integral member of interdisciplinary teams.	The nurse seldom participates as an integral member of interdisciplinary teams.	The nurse does not participate as an integral member of interdisciplinary teams.
4.2 Assumes leadership in the individualized education plan when primary service for the student is health related.	The nurse assumes leadership in the individualized education plan when primary service for the student is health related.	The nurse often assumes leadership in the individualized education plan when primary service for the student is health related.	The nurse seldom assumes leadership in the individualized education plan when primary service for the student is health related.	The nurse does not assume leadership in the individualized education plan when primary service for the student is health related.
4.3 Identifies when supportive disciplines have	The nurse identifies when supportive disciplines have	The nurse often identifies when supportive disciplines	The nurse seldom identifies when	The nurse does not identify when supportive

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similar skills, and shares power and influence; understands and expresses appreciation of unique contributions of each discipline.	similar skills, and shares power of influence; understands and expresses appreciation of unique contribution of each discipline.	have similar skills, and shares power and influence; understands and expresses appreciation of unique contributions of each discipline.	supportive disciplines have similar skills, and shares power and influence; understands and expresses appreciation of unique contributions of each discipline.	disciplines have similar skills, and shares power and influence; understands and expresses appreciation of unique contributions of each discipline.
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RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #5 HEALTH EDUCATION: ASSISTS STUDENTS, FAMILIES, AND GROUPS TO ACHIEVE OPTIMAL LEVELS OF WELLNESS THROUGH HEALTH EDUCATION

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
5.1 Demonstrates the use of the principles of learning and appropriate teaching methods.	The nurse demonstrates the use of the principles of learning and appropriate teaching methods.	The nurse often demonstrates the use of the principles of learning and appropriate teaching methods.	The nurse sometimes demonstrates the use of the principles of learning and appropriate teaching methods.	The nurse does not demonstrate the use of the principles of learning and appropriate teaching methods.
5.2 Teaches the basic principles of health promotion and disease prevention to individuals and groups.	The nurse teaches the basic principles of health promotion and disease prevention to individuals and groups.	The nurse often teaches the basic principles of health promotion and disease prevention to individuals and groups.	The nurse sometimes teaches the basic principles of health promotion and disease prevention to individuals and groups.	The nurse does not teach the basic principles of health promotion and disease prevention to individuals and groups.
5.3 Acts as a resource in health education to school personnel, students, and families.	The nurse acts as a resource in health education to school personnel, students, and families.	The nurse often acts as a resource in health education to school personnel, students, and families.	The nurse sometimes acts as a resource in health education to school personnel, students, and families.	The nurse does not act as a resource in health education to school personnel, students, and families.

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5.4 Uses the results of assessments to guide instruction.	The nurse uses the results of assessment to guide instruction.	The nurse often uses the results of assessments to guide instruction.	The nurse sometimes uses the results of assessments to guide instruction.	The nurse does not use the results of assessments to guide instruction.
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RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #6 PARTICIPATES IN EVALUATION TO ASSURE QUALITY OF HEALTH SERVICES PROVIDED FOR STUDENTS, ASSUMES RESPONSIBILITY FOR CONTINUING EDUCATION PROFESSIONAL GROWTH FOR SELF AND OTHERS

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
6.1 Participates in continuing education programs to increase understanding and update skills (evidence provided).	The nurse participates in continuing education programs to increase understanding and update skills (evidence provided).	The nurse often participates in continuing education programs to increase understanding and update skills (evidence provided).	The nurse seldom participates in continuing education programs to increase understanding and update skills (evidence provided).	The nurse does not participate in continuing education programs to increase understanding and update skills (evidence provided).
6.2 Assumes professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).	The nurse assumes professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).	The nurse often assumes professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).	The nurse seldom assumes professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).	The nurse does not assume professional responsibilities demonstrated by membership and active support and/or participation in appropriate organizations (evidence provided).

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #7 COMMUNITY HEALTH SYSTEMS: PARTICIPATES WITH OTHER KEY MEMBERS OF THE COMMUNITY TO ASSESS, PLAN, IMPLEMENT, AND EVALUATE SCHOOL HEALTH SERVICES IN THE PROMOTION OF PREVENTION

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
7.1 Interprets school health service needs and the role of the school nurse to the school and community.	The nurse interprets school health service needs and the role of the school nurse to the school and community.	The nurse often interprets school health service needs and the role of the school nurse to the school and community.	The nurse sometimes interprets school health service needs and the role of the school nurse to the school and community.	The nurse does not interpret school health service needs and the role of the school nurse to the school and community.
7.2 Collaborates with agencies within and outside the community to ensure continuity of service and care.	The nurse collaborates with agencies within and outside the community to ensure continuity of service and care.	The nurse often collaborates with agencies within and outside the community to ensure continuity of service and care.	The nurse sometimes collaborates with agencies within and outside the community to ensure continuity of service and care.	The nurse does not collaborate with agencies within and outside the community to ensure continuity of service and care.

RUBRIC FOR SCHOOL NURSE EVALUATION

STANDARD #8 RESEARCH: CONTRIBUTES TO NURSING AND SCHOOL HEALTH THROUGH INNOVATIONS IN THEORY AND PRACTICE AND PARTICIPATION IN RESEARCH

ELEMENT	PRACTICE THAT EXEMPLIFIES STANDARDS	PRACTICE THAT DEMONSTRATES SIGNIFICANT PROGRESS TOWARDS MEETING STANDARDS	DEVELOPING PRACTICE THAT PARTIALLY MEETS STANDARDS	PRACTICE NOT CONSISTENT WITH STANDARDS
8.1 Obtains expert consultation as needed.	The nurse obtains expert consultation as needed.	The nurse often obtains expert consultation as needed.	The nurse sometimes obtains expert consultation as needed.	The nurse does not obtain expert consultation as needed.
8.2 Participates in research as subject, facilitator, evaluator, or critic (as appropriate).	The nurse participates in research as subject, facilitator, evaluator, or critic (as appropriate).	The nurse often participates in research as subject, facilitator, evaluator, or critic (as appropriate).	The nurse sometimes participates in research as subject, facilitator, evaluator, or critic (as appropriate).	The nurse does not participate in research as subject, facilitator, evaluator, or critic (as appropriate).

APPENDIX D - INSTRUCTIONAL MINUTES

Minimum instructional minutes at the various grade levels shall be as follows:

TRADITIONAL SCHOOLS - 180 Instructional days:

Kindergarten	210 minutes per day
Grades 1 - 3	290 minutes per day
Grades 4 - 8	310 minutes per day

YEAR ROUND SCHOOLS - 177 Instructional days:

Kindergarten	210 minutes per day
Grades 1 - 3	295 minutes per day
Grades 4 - 8	315 minutes per day

Notwithstanding the instructional minutes set forth herein above, and the provisions of Article IX, Class Size, District retains the right to offer additional instructional minutes to Middle School students and to staff such programs with unit member volunteers and/or other Certificated personnel. Compensation provided unit member volunteers would be subject to negotiations at such time as the District develops specific program offerings.

APPENDIX E – SUPPORT PROVIDER TEACHER PROGRAM

I. Definition

The Support Provider Program is a District wide program that utilizes the instructional expertise of veteran teachers to support the professional growth and development of beginning teachers in the Ontario-Montclair School District. The beginning teachers included in the Support Provider Program are those who are working towards completion of their Clear California teaching credentials. Teachers who hold preliminary credentials must participate in the intensive support and structured formative assessment activities provided by the District’s Beginning Teacher Support and Assessment (BTSA) Induction Program.

II. Program Goals

- A. Increase student achievement by effectively implementing the elements of the California Standards for the Teaching Profession (CSTP) in daily practice
- B. Enhance knowledge of content specific pedagogy and strategies to increase student achievement in the core content areas
- C. Develop proficiency in using state-adopted academic content standards, curriculum frameworks, and District curriculum in the core content areas to design learning experiences to meet the needs of all students
- D. Strengthen knowledge and implementation of effective assessment tools and strategies to correctly diagnose student attainment of identified standards in the core content areas
- E. Strengthen understanding of the various cultures and language groups represented in the District and the implementation of successful strategies to support students who are culturally, linguistically, and academically diverse
- F. Increase knowledge and implementation of English language proficiency assessments
- G. Successful completion of the Induction Program requirements, as necessary

III. Selection Committee

- A. Support Providers are selected and assigned carefully, using a fair, well articulated process that is in compliance with the California Commission on Teacher Credentialing Standards and monitored consistently through the staff development office.
- B. When there are Support Provider vacancies, Human Resources shall convene a 5-7 member selection committee to participate in the screening, interviewing, and selection process. The committee shall be composed of classroom teachers, selected by the Association, and administrators. The committee shall include representatives from the PAR panel. All selection committee members should be familiar with the goals and services of the support provider teacher program. The majority of the members of the committee shall be certificated teachers.

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C. Committee Responsibilities:

1. Review and screen applications for the program.
2. Consider designated criteria and qualifications of applicants
3. Conduct assessment activities which may include interviews, classroom observations and demonstration lessons to determine the best qualified candidates.
4. Before nominating any candidate, a Selection Committee shall review the following information which may include:
 - Support Provider Application
 - Support Provider Recommendation forms
 - Letter of Intent
 - Professional Resume
 - Classroom Observation Rubric and Instruction Plan
 - Interview Rubric
 - Staff Development Presentation rubric
 - Candidate's response to a written prompt
5. A Selection Committee shall mutually decide on selection of all qualified applicants.
6. A Selection Committee shall recommend to the Superintendent, for approval by the Board of Trustees, those persons qualified and nominated for selection as Support Providers.
7. A Selection Committee shall, whenever feasible, also recommend qualified alternate nominees.

IV. Support Provider Qualifications

The qualifications of the Support Provider will be determined by a Selection Committee taking into consideration:

- A. Credentials
- B. Permanent status in his/her current district
- C. Substantial recent experience in classroom instruction
- D. Knowledge of beginning teacher development
- E. Knowledge of the state-adopted academic content and standards and performance levels for students, state-adopted curriculum frameworks, and the California Standards for the Teaching Profession.
- F. Willingness to participate in professional training to acquire the knowledge and skills needed to be an effective support provider

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- G. Willingness to engage in formative assessment process, including non-evaluative, reflective conversations about formative assessment evidence with participating teachers
- H. Willingness to share instructional ideas and materials with participating teachers
- I. Willingness to deepen understanding of cultural, ethnic, cognitive, linguistic, and gender diversity
- J. Effective interpersonal and communication skills
- K. Willingness to work with participating teachers
- L. Demonstrated commitment to personal professional growth and learning
- M. Willingness and ability to be an excellent professional role model.

V. Application and Final Selection

- A. All applications for Support Providers shall be submitted to Human Resources for transmittal to the Selection Committee.
- B. All application procedures shall be determined by Human Resources.
- C. The final selection of Support Providers shall be by the action of the Board of Trustees.

VI. Term of Appointment and/or Continued Appointment

- A. A service year shall be from July 1 through June 30.
- B. Appointment as a Support Provider shall be for a one-year duration.
- C. Support Providers seeking continued appointment shall submit a renomination form and be reviewed annually by the Director II of Professional Development or designee.
- D. Full time Support Providers shall not serve for a period of more than four (4) consecutive years.

VII. Duties and Responsibilities of Support Providers:

- A. The duties of each Support Provider will be determined on an individual basis by consultation between the Support Provider and the Director II of Professional Development or designee.
- B. The hours of service shall be based on the nature of the assignments, shall include activities outside the duty day, and may include off-track/summer recess periods.
- C. Support Providers shall not be exempt from any extra duty assignments. Support Providers shall not be exempt from staff meetings required of any other member of the bargaining unit.

VIII. Supervision and Evaluation

The BTSA program assesses the quality of services provided by support providers to participating teachers using multiple sources of evidence, including information from participating teachers. The Director II of Professional Development or designee provides formative feedback to support providers on their work, and retain in the program only those support providers who are successful.

- A. Support Providers shall be supervised by the Director II of Professional Development or designee.
- B. Full time Support Providers' performance shall be evaluated by the Director II of Professional Development or designee.
- C. Teaching Support Providers are assessed by the Director II of Professional Development or designee in relation to their performance as a support provider.
- D. The BTSA program assesses the quality of services provided by Support Providers to participating teachers by using multiple measures including monthly contact logs/quarterly assessments; Support Providers Professional Development Plan; closure conference observation; mid-year and end-of-the-year surveys and workshop participant feedback forms.

IX. Compensation

- A. The compensation for the full time Support Providers shall be based on the Teacher Salary Schedule.
- B. Compensation for part time Support Providers shall be established annually based on program budgets and mutually agreed upon by the District and the Association.

X. Job Description

Job descriptions for the various levels of Support Providers shall be established by the Director II of Professional Development based upon District needs and California Commission on Teacher Credentialing Induction Program Standards.

**APPENDIX F – PEER ASSISTANCE AND REVIEW (PAR)
PROGRAM GUIDELINES**

I. Purpose

The purpose of participation in the Peer Assistance and Review (PAR) Program is to assist permanent teachers in need of development or to further improve performance in teaching methods and/or instruction.

II. Participating Teachers (PTs)

A. The Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the Agreement between the Association and the District. There are two (2) categories of Participating Teachers:

- (1) Non-voluntary Permanent
- (2) Voluntary Permanent

B. The evaluation process for the Participating Teacher shall not be altered as a result of participating in the PAR Program except as negotiated by the District and the Association.

III. PAR Program Eligibility

A. Teacher Participation For “Practice Not Consistent with Standards”

Through peer Consulting Teachers (CTs), this component of the PAR Program shall provide intervention to permanent teachers who receive a rating of “1” (Practice Not Consistent with Standards) in any two of the first five domains of the California Standards for the Teaching Profession (CSTP) and/or additions in the final evaluation. The district administrator/principal will refer such candidates to the PAR Panel. Teachers cannot be referred exclusively on the basis of student standardized test results.

B. Teacher Participation For Lack of Progress

Permanent Teachers receiving a (2) “Developing Practice that Partially Meets Standards” in two or more of the first five domains of the California Standards for the Teaching Profession and/or the additions provided in the evaluation Memorandum of Understanding on their final evaluation in two consecutive evaluations, may be referred by the district administrator/principal to the PAR

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Panel for intervention under this program. If the PAR Panel accepts the recommendation, participation is mandatory.

Teachers who participate in PAR, as defined by A and B above, will henceforth be referred to as PAR teachers.

C. Voluntary Teacher Participation

The purpose of voluntary participation in the PAR program is to assist permanent unit members who seek to improve their teaching performance. Volunteers may request the PAR Panel to assign a Consulting Teacher to provide peer assistance. The Consulting Teacher shall play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Volunteer Teacher shall indicate area(s) he/she seeks assistance in his/her request. The Volunteer Teacher may terminate in writing his/her participation in the PAR program at any time without a requirement to give a reason for said request.

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 PAR Panel.

The PAR Panel shall have the authority to accept or reject referrals as defined in sections B and C above from volunteers or principals. Teachers so referred shall have an opportunity to appear before the PAR Panel prior to its determination regarding such a referral.

IV. Exclusions

The PAR Program shall not address teachers' employment issues that arise from accusations of neglect of duty or misconduct which are distinct from evaluations.

This article neither expands nor diminishes the unit member's ability to grieve a supervisor's evaluation pursuant to the negotiated contract between the parties. Grievance procedures are not applicable to the Consulting Teacher's assistance and review.

V. Support for Beginning Teachers

The Beginning Teacher shall be defined as any unit members without permanent status and may include:

- a. Fully credentialed 1st or 2nd year teachers,

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- b. Intern teachers,
- c. Pre-intern teachers,
- d. Experienced teachers who are new to the District, and
- e. Teachers with Emergency Permits.

A component of the PAR Program is to support Beginning Teachers to develop and improve instructional skills, classroom management, knowledge of subject and other aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning unit members the assistance portion of PAR may be the Beginning Teacher Support and Assessment (BTSA) Program, Intern Program, Pre-intern Program, staff development opportunities and District Support Provider program. Beginning Teachers will not be permitted to receive voluntary or PAR consulting services through the PAR program.

Beginning Teachers shall be served on an as needed basis by the District. PAR Program funds may be used to support all Beginning Teachers as listed in “a” through “e” above.

VI. PAR PANEL

A. PAR Panel Composition and Selection

The PAR program is supervised and evaluated by a PAR Panel composed of four certificated classroom teachers and three administrators. These administrators and teachers shall be selected by a joint selection process between the Association and the District. If a collaborative decision cannot be reached or parties fail to act within 20 days then the administration and Association will self select. The chair alternates annually between a teacher and an administrator. A Panel year is defined as July 1 – June 30. PAR Panel members will be reviewed annually by the Association and the District with a minimum of three years of participation expected. An alternate teacher and administrative member will be selected to attend meetings and serve in cases of vacancy(ies) or absence(s) on the PAR Panel.

A stipend of \$1,000 per year for unit members will be provided and annually reviewed by the Association and District.

B. PAR Panel Duties and Responsibilities

The PAR Panel shall:

1. Facilitate the PAR and Voluntary Teacher PAR Program.
2. Determine their meeting schedule.
3. Establish operating rules and procedures.

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4. Participate in any training required to implement the program.
5. Complete the final selection of the CT(s) by consensus. If a consensus cannot be reached after two meetings then the decision will be by majority vote.
6. Use a consensus model for decision making.
7. Accept or reject non-mandatory referrals for intervention from principals and volunteers.
8. Meet with CT(s) periodically to approve and/or review professional growth plans for participating teachers and receive reports.
9. Oversee training of CT(s).
10. Provide input and review the PAR and Voluntary Teacher PAR Program budget prior to the Assistant Superintendent submitting it to the Governing Board of the District for approval.
11. Assess the effectiveness of CT(s) and their documentation.
12. Monitor the progress of PT intervention(s) including assessing the success of intervention(s) and so advising the Governing Board of the District.
13. Evaluate annually the impact of the District's PAR program in order to improve the program.

All rules and procedures established by the PAR Panel shall be available to certificated and administrative employees of the District.

C. Panel Recommendations and Decision Making

The PAR Panel uses the OMSD consensus model for decision making.

1. To conduct an official meeting, at least five (5) of the seven (7) members of the PAR Panel must be present. No action or recommendations shall be voted upon unless at least three Association panel members and two Administrative panel members are present.
2. The PAR panel shall request the CT submit a professional growth plan, a mid-year and year-end written report to the PAR Panel and PAR Teacher on the progress of the PT. The PAR panel will submit a final report to the Assistant Superintendent, Personnel office at least 45 calendar days before the end of the PT's instructional year. The PT may respond in writing to the CT's mid year and final report.
3. The PAR panel may request at any time the CT provide a written or oral report regarding the progress of the PT.
4. The PAR Panel may request follow-up information. All deliberations of the PAR Panel are confidential.
5. The PT shall have 10 duty days to submit a written response to the CT

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report. By written agreement of the PAR Panel and the PT, timelines can be extended. The PAR Panel will review the CT's and the PT's written response, if any, at the same time.

6. The PT shall have the right to present reasons in writing why their specific CT should be replaced with another CT and to have those reasons considered.
7. The PAR Panel shall make recommendations to the Governing Board of the District concerning PT(s), including forwarding the names of the PT(s) to the Governing Board who after sustained assistance are not able to demonstrate satisfactory improvement. Prior to forwarding a PT's name to the Governing Board, the PAR Panel shall review the assistance provided to the PT and shall determine whether or not the PT has been afforded sustained assistance.

VII. Consulting Teachers (CTs)

A. A CT shall be a permanent, certificated unit member, who provides assistance to a PT enrolled in the PAR program.

B. Consulting Teacher Selection

Consulting Teachers shall:

1. Possess a clear California teaching credential, and
2. Have successfully taught in the school district for three of the last five years as a credentialed teacher spending at least 50% of a full time position providing instruction to students. Time served as a full time release Support Provider may be included in the three years of classroom service.
3. Selection criteria are consistent with specified roles and responsibilities, including but not limited to the following:
 - a. Knowledge of beginning teacher development;
 - b. Knowledge of the state-adopted academic content and standards and performance levels for students, state-adopted curriculum frameworks, and the *California Standards for the Teaching Profession*;
 - c. Willingness to participate in professional training to acquire the knowledge and skills needed to be an effective support provider;
 - d. Willingness to engage in formative assessment processes, including non-evaluative, reflective conversations about formative assessment evidence with participating teachers;

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- e. Willingness to share instructional ideas and materials with participating teachers;
 - f. Willingness to deepen understanding of cultural, ethnic, cognitive, linguistic, and gender diversity;
 - g. Effective interpersonal and communication skills;
 - h. Willingness to work with participating teachers;
 - i. Demonstrated commitment to personal professional growth and learning; and
 - j. Willingness and ability to be an excellent professional role model.
4. CT applicants will be screened and observed by the PAR Panel selection committee as defined in the Agreement and past practice.

C. Duties and Responsibilities

CTs shall assist PTs through demonstrations, observations, coaching, and/or recommending professional development that will support the Participating Teacher. The PAR program strongly expects and encourages a cooperative relationship between the CT, site administrator, and the PT throughout the process of Peer Assistance and Review.

D. Consulting Teacher shall:

1. Meet with the PT and site administrator/evaluator (for PAR Teachers) to discuss the PAR program. They shall attempt to establish mutually agreed upon performance goals aligned with the CSTP, and develop the written Professional Growth Plan as well as a process for determining successful completion of the PAR program. This report will be submitted to the PAR Panel no later than the fourth week of the PT's instructional year. In the event that agreement cannot be reached, the PAR Panel will make the final determination on the written Professional Growth Plan and process.
2. Conduct multiple observations of the PT, and provide specific timely feedback based on the Professional Growth Plan.
3. Meet regularly for observations/discussions with each PT.
4. Facilitate model lessons, professional development, and seek appropriate resources as needed, including the use of academic experts.
5. Participate in meetings with other District CT(s).
6. Maintain a written log of contacts and specific support given to each Participating Teacher.
7. Document all observations, visitations and meetings.

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8. Submit periodic written reports to the PAR Panel and discuss them with the PT.
9. Continue to provide assistance until the PAR Panel directs the CT to cease support because it has determined that further assistance will not be productive or the teaching performance of the PT is satisfactory.
10. Establish a conference with the PAR Teacher and principal to review the Professional Growth Plan.
11. Submit a mid-year progress report for each PT no later than 100 days after the PT's instructional year begins.
12. Submit the year-end report to the PAR Panel at least 45 days before end of PT's year.
13. Participate in an annual review of the program with the PAR Panel.
14. Participate in the PT Final Report conference(s).

The CT shall play no role in the formal evaluation of the teaching performance of a PT or any other unit member.

E. Reports and Meetings with the PAR Panel

1. CT will submit Professional Growth Plans and periodic written progress reports to the PAR Panel and PT(s).
2. At least 45 calendar days before the end of the PAR teachers instructional year, the Assistant Superintendent of Personnel (or designee) and the CT shall review the final report with the PT.
3. The PT may respond in writing to the CT periodic report(s) and the final report.
4. The CT may provide, at any time, a written or oral report to the PAR Panel regarding the progress of the PT in the PAR Program.
5. The PAR Panel may request follow-up information. All deliberations of the PAR Panel are confidential.

F. Length of Term for Consulting Teacher

1. Terms shall be staggered to provide continuity and collegial support among CTs. For the inaugural year, terms shall be three (3) or four (4) years in length.
2. The CT's term shall not extend beyond four (4) years in length. (Notwithstanding the above, no unit member may be on full time release for more than four consecutive years in any combination of [such as

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Mentor/Support Provider/C.T.] assignments.) There will be annual performance reviews. After a four (4) year term a CT must return to the classroom for one (1) year before a reappointment may be made.

3. If the performance of the CT is found to be unsatisfactory by the PAR Panel, it may remove the CT prior to the end of the term.

G. Unexpired Terms

A replacement appointee shall serve the remainder of the former CT's current school year.

H. Consulting Teacher Release and Workload

The CT may serve PTs on Full Time, Half Time or Substitute Release. The number of participants, available programs and funding shall determine CT to PT ratios.

VIII. Program Stipulations

A. Confidentiality

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

1. In response to subpoena or order of the court, and
2. The District in any employment action based upon instructional performance may use the final report.

B. Duty to Indemnify

The District shall hold harmless the members of the PAR Panel and the CT for any liability arising out of their participation in this Program.

C. Funding

Funding for the PAR Program will be based upon Support Provider ratios. Not more than 5% of the funds received by the school district for PAR may be expended for administrative costs. It is understood and agreed that this Program shall terminate if for any reason there exists an inability for funding thereof through ABIX (1999, Villariagosa), BTSA or successor legislation.

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