

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
  
CENTINELA VALLEY  
UNION HIGH SCHOOL DISTRICT  
  
AND THE  
  
CENTINELA VALLEY  
SECONDARY TEACHERS' ASSOCIATION  
  
JULY 1, 2011 – JUNE 30, 2014

Board-Approved: 01/24/2012  
Revisions Board-Approved 03/11/2014)

## TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE 1: Recognition.....	1
ARTICLE 2: Term of Agreement.....	3
ARTICLE 3: Compensation .....	4
ARTICLE 4: Hours of Employment .....	10
ARTICLE 5: Health and Welfare Benefits .....	12
ARTICLE 6: Leaves of Absence .....	14
6.1 Personal Illness and Injury Leave.....	14
6.2 Personal Necessity Leave .....	15
6.3 Bereavement Leave .....	15
6.4 Leave for Pregnancy Disability .....	15
6.5 Other Leaves without Pay.....	16
6.6 Judicial Leave.....	16
6.7 Industrial Accident Leave .....	17
6.8 Sabbatical Leave .....	17
6.9 Leaves of Absence for Critical Illness (Life Threatening) or Injury in the Immediate Family.....	20
6.10 Family Care and Medical Leave/California Family Rights Act ("FMLA/CFRA") .....	20
6.11 Catastrophic Leave.....	24
ARTICLE 7: Transfer & Reassignment.....	27
ARTICLE 8: Class Size .....	30
ARTICLE 9: Evaluation Procedures .....	32
ARTICLE 10: Grievance Procedure.....	36
ARTICLE 11: District Rights .....	40
ARTICLE 12: Association Rights .....	41
ARTICLE 13: No Concerted Activities .....	47

ARTICLE 14:	Support of Agreement .....	48
ARTICLE 15:	Effect of Agreement.....	49
ARTICLE 16:	Completion of Meet and Negotiation .....	50
ARTICLE 17:	Savings.....	51
ARTICLE 18:	Discrimination .....	52
ARTICLE 19:	Health and Safety Conditions .....	53
ARTICLE 20:	Complaints Against Unit Members .....	54
ARTICLE 21:	Peer Assistance & Review.....	55
ARTICLE 22:	Unit Member Discipline.....	60
ARTICLE 23:	Personnel Files.....	61
APPENDIX A	GENERAL PROVISION & SALARY SCHEDULES .....	62-68
	Salary Schedule A - Certificated Staff	
	Salary Schedule B - Certificated Staff without BA/BS degree/JROTC	
	Salary Schedule C - Adult Education Teachers	
	Salary Schedule D - 7 Hour Schedule	
APPENDIX B	EVALUATION FORMS .....	69-88
APPENDIX C	CALENDARS.....	89-90
	2013-2014	
APPENDIX D	MAXIMUM CLASS SIZE WAIVER FORM .....	91
SIGNATURE PAGE.....		92

## **ARTICLE 1: Recognition**

- 1.1 The Centinela Valley Union High School District recognizes that Centinela Valley Secondary Teachers Association, affiliated with South Bay United Teachers, the California Teachers Association and the National Education Association, as the exclusive bargaining representative of employees in the following positions:

- 1.1.1 regular full-time or part-time classroom teacher.
- 1.1.2 special education teacher
- 1.1.3 resource specialist
- 1.1.4 program /project facilitator
- 1.1.5 teacher on special assignment
- 1.1.6 categorically-funded teacher
- 1.1.7 teacher intern
- 1.1.8 summer school teacher
- 1.1.9 full time adult education teacher & advisor (20 or more hours per week)
- 1.1.10 counselor/DIS counselor
- 1.1.11 psychologist
- 1.1.12 librarian
- 1.1.13 nurse
- 1.1.14 activities director
- 1.1.15 JROTC instructor
- 1.1.16 Work Experience Teacher/ROP (SCROC) Coordinator
- 1.1.17 Supervised suspension room teacher
- 1.1.18 Instructional Coach
- 1.1.19 Credit Recovery Teachers
- 1.1.20 Independent Study School Teachers
- 1.1.21 Saturday School Teachers
- 1.1.22 Academy Coordinators
- 1.1.23 Academy Leadership Teachers

1.1.24 Academy Teachers

1.1.25 Teachers of Online Courses

1.1.26 Avid Coordinators

1.1.27 Athletic Directors

1.1.28 ELD Coordinators

1.2 Excluded from the unit are employees in all other positions not specifically enumerated above, including, but not limited to:

1.2.1 Management, supervisory and confidential employees as designated by the Board of Trustees during the term of this Agreement.

1.2.2 All substitute teachers.

## ARTICLE 2:       Term of Agreement

- 2.1     The term of this agreement shall be three years from July 1, 2011 through June 30, 2014. For the 2012/2013 school year only, Articles 3 and 5 are automatic reopeners; each party may also reopen one additional item.

## ARTICLE 3: Compensation

- 3.1 All eligible unit members shall be compensated for earned step & column.
- 3.2 If an Adult Education teacher's regularly scheduled classes fall on any of the holidays listed below, the teacher shall be compensated as if the class had been held.

Martin Luther King Jr. Day  
Veterans' Day  
Thanksgiving Day  
The day following Thanksgiving Day  
Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Cesar Chavez Day

Federal and State laws or proclamations, and the approved District calendar shall determine the specific dates of the holidays listed above.

- 3.3 Unit members shall be compensated in accordance with the appropriate salary schedules in Appendix A.
- 3.3.1 Unit members without a BA/BS degree shall be compensated in accordance with Salary Schedule B located in Appendix A.
- 3.3.2 Full time Adult Education instructors (20+ hours a week) shall be compensated in accordance with Salary Schedule C located in Appendix A.
- 3.3.3 Unit members assigned as DIS counselors, psychologists, teachers on assignment, project facilitators, program facilitators, special education program specialists, school-to-career coordinators, and Work Experience/SCROC Coordinators at Hawthorne and Leuzinger, shall be compensated in accordance with Salary Schedule D located in Appendix A. Salary Schedule D shall be 114.75% of Salary Schedule A.
- 3.3.3.1 Effective February 1, 2005, the District Nurse shall be compensated on Salary Schedule D located in Appendix A.
- 3.3.4 Effective July 1, 2013, Salary Schedules A, B C, and D shall be increased by one percent (1%); effective July 1, 2013, Salary Schedules A, B, C and D shall be increased by an additional four point one percent (4.1%)
- Beginning July 1, 2014, Steps 15, 20, 25 and 30 on Salary Schedules "A" and "D" shall be changed to 13, 18, 23 and 28.
- 3.3.5 Effective July 1, 2006, Salary Schedule C (Adult Education) will be increased by 4.75%.

3.3.5.1 On September 1 of each year, Adult Education unit members shall receive an off-schedule bonus of 1% if the school achieves 90% of its previous year's ADA cap; of 2% if the school achieves 95% of its previous year's ADA cap; or of 5% if the school achieves 100% of its previous year's ADA cap. This article is inapplicable in cases where the previous year's cap falls below 1500.

3.3.5.2 Effective February 1, 2005, a longevity step shall be added to Salary Schedule C (Adult Education) which will be Step 25, \$42.66.

3.3.6 Unit members who: (a) were located in Column I Steps five (5) through twelve (12) on the salary schedule during the 1998-1999 school year; and (b) do not have a clear credential shall be placed on Column II Steps six (6) through twelve (12) as appropriate for a maximum of four (4) years beginning with the 1999-2000 year. Such unit members must obtain a clear credential within four (4) years in order to remain in Column II. The District shall provide written notification of the affect of this provision to each affected unit member.

3.3.7 Effective with the 2005-2006 school year, an annual Perfect Attendance Incentive for unit members that have perfect attendance, payable within thirty (30) days from the end of the school year, shall be awarded as follows:

Unit members missing 0-1 days: \$500.00

Unit members missing 2 days \$300.00

Unit members missing 3 days \$200.00

#### 3.4 Placement on Salary Schedule

3.4.1 In determining initial salary placement for unit members with a credential hired beginning the 1999-2000 school year, the District will grant allowance for all WASC (or its equivalent) accredited teaching experience. The District shall also grant up to two (2) years experience for active military teaching experience in the United States Armed Forces. This clause shall not have any retroactive effect.

3.4.2 A preliminary or a clear, valid secondary credential is required for placement in Column II. Possession of a preliminary or clear, valid secondary credential with less than 45 salary credit earned will place an applicant in Column II.

3.4.2.1 Unit members possessing a valid Intern credential will be placed on Column I

3.4.3 The following types of salary credit will apply after receipt of the bachelor's degree: Upper division or graduate units. These units must be in an individual's major or minor field, or be meaningfully related to his present or possible future assignment. One salary credit shall be equal to one semester unit or one and one-half quarter units.



- 3.4.4 In-service education credits and lower division units. A maximum of 16 salary credits may be earned through in-service education and lower division college units. Ten (10) of these salary credits may be earned through in-service activities and six through lower division college work. Lower division units may be taken at a two year college. Upon petition, an individual may exchange one or two credits from either type of activity.
  - 3.4.5 Units earned prior to placement on Column II in classes in school administration will not be acceptable for salary credit. A maximum of ten (10) units in classes in school administration earned by individuals on Column II will be acceptable for salary credit. Another maximum of ten (10) units in classes in school administration earned by individuals on Column III will be acceptable for salary credit. Unit members may advance on Salary Schedule Columns, with prior written approval, by providing appropriate evidence to the District no later than November 1, to be effective September 1, or no later than April 1, to be effective February 1. The holder of a special credential or valid preliminary or partial fulfillment credential may advance no further than Step 5 in Column 1.
  - 3.4.6 An Adult Education teacher shall be deemed to have completed 75% of a school year if he or she has been employed for 27 school weeks. The number of weeks shall be cumulative from year to year. The effective date of any change in salary will be in September following the school year in which they completed the 75% requirement.
- 3.5 Sixth period assignment compensation will be paid at 1/6<sup>th</sup> of the employee's daily rate ("per diem") for each day the unit member is assigned to that class including sick days but not including staff development days and student free days. Adult education period substitutes shall be paid at their regular hourly pay. In-service and workshop attendance shall be compensated at \$30.00 per hour. In-service and workshop preparation and presentation, outside of the workday, shall be compensated at \$38 per hour. Presenters shall be paid a maximum of two (2) hours preparation time for each hour of presentation, with proper verification. Counselors shall be compensated at their per diem for days worked beyond the 184-day work year.
- 3.6 Except as specified elsewhere in Article 3 or Appendix A, the rate of compensation for day high school summer session teachers shall be \$45.00 per hour, effective with the 2005 summer session. All other hourly extra duty work, including period substitution shall be \$38.00 per hour only. The District may request and individual teachers may agree to provide period substitution coverage on a paid voluntary basis. No teacher may be required to substitute during his or her preparation period unless an emergency is declared in writing. Any teacher required to substitute more than 3 times per semester in such an emergency will be paid at their hourly rate or \$38.00 per hour, whichever is greater.
- 3.6.1 For Summer school eligibility, unit members and teachers with clear credentials in a given subject area will receive preference for teaching in that area and eligibility will be based on alternate years of summer school service unless no other member volunteers.
  - 3.6.2 Unit members assigned to campus supervision during their 30 minute duty-free lunch shall receive \$20 per lunch period.

### 3.7 Counselors and School Psychologists:

- 3.7.1 Counselors shall be employed for a period of twelve (12) days in addition to the teacher's work year, and shall be compensated at the individual's per diem of pay for each day worked. (See Article 3.5). DIS Counselors and School Psychologists shall be employed on an "as needed" basis (as determined by the District) for a period of up to ten (10) days in addition to the teacher's work year, and shall be compensated at the individual's per diem rate of pay for each day worked. Any additional days of work will be determined with the mutual consent of the employee and the District.
- 3.7.2 Upon written declaration to the District, one (1) year prior to retirement, a Counselor or School Psychologist shall be employed for a period of eighteen (18) days in addition to the teacher's work year, and shall be compensated at the individual's per diem rate of pay for each day worked.
- 3.7.3 Projects and/or duties performed during the additional workdays in 3.7.1 and 3.7.2 above shall be approved by the District.

### 3.8 District Nurse

- 3.8.1 The district nurse shall be employed for a period of eighteen (18) days in addition to the teacher's work year, and shall be compensated at the individual's per diem rate of pay for each day worked. (6th period assignment deleted)

### 3.9 Director of Student Activities

- 3.9.1 Director of Student Activities may work up to ten (10) additional days with the mutual consent of the Director and District administration and will be compensated at the individual's per diem rate of pay for each additional day worked.

### 3.10 Department Chairpersons

- 3.10.1 The employee's position on Salary Schedule A shall be established as a base.
- 3.10.2 The stipend shall be a percentage of the established base salary.
- 3.10.3 The stipend for Department Chairpersons of small departments (6-20 teaching periods) is 4%.
- 3.10.4 The stipend for Department Chairpersons of large departments (21-39 teaching periods) is 7%.
- 3.10.5 Department Chairpersons of departments with 40 or more teaching periods shall receive a 7% stipend and one period of release time for department management.
- 3.10.6 Department Chairperson Selection Process
  - 3.10.6.1 Department Chairpersons shall be elected for three (3) year terms, subject to yearly review by the lead site Principal. For the purposes of this article, a unit

member must be assigned to a department for fifty percent (50%) or more of his/her contracted assignment to be considered a member of that department and to be eligible to serve as Chairperson. Department Chairpersons shall be elected by a formal majority vote of department members, subject to approval of the lead site principal. If the elected chairperson is not confirmed by the lead site principal, then a second election shall be conducted. Voting for Department Chairpersons shall be conducted exclusively by the teachers. The results will be delivered to the site principal and the election shall take place no later than May 31<sup>st</sup> of each year.

Positions shall be advertised to district certificated employees at large. The election rotation shall be as follows:

- Starting 2012-2013: Business, Home Economics, Math, Science, & ELD
- Starting 2013-2014: English, Fine & Performing Arts, & Social Studies
- Starting 2011-2012: Foreign Language, Industrial Technology, PE & Special Education

The following criteria shall be used as a basis for selection:

1. Breadth of actual training in discipline;
2. Ability to communicate with colleagues and administration;
3. Demonstrated ability to relate the learning process to the academic discipline.

3.10.6.2 In the event an elected or appointed Department Chairperson is unable to complete his/her term, due to a leave from the District or resignation or his/her employment is otherwise terminated, a mid-year or mid-term (whichever is applicable) election shall be conducted in accordance with section 3.10.6.1 above at the request of the site administrator. The newly elected Department Chairperson shall complete the remaining term of the individual he/she is replacing so as to avoid interrupting the above-election rotation.

3.10.6.3 Elected Department Heads will not be subject to involuntary transfers during their term of office.

3.11 Unit members assigned to two (2) or more school sites during the regular school day shall be reimbursed for their mileage between sites at the current IRS mileage rate.

3.12 Any unit member assigned to Salary Schedule D may work beyond the 184-day work year and/or seven (7) hour workday upon mutual consent of the District and the unit member at their per diem/hourly rate. Notices of change in assignment for the following year shall be made by May 1st of the prior school year.

3.13 In addition to the regular base pay from the certificated salary schedule, each certificated employee paid under the provisions of this schedule who is the holder of a doctor's degree from an accredited university or college shall receive \$100 per month.

3.14 A unit member who receives a national board certification shall be entitled to receive compensation in addition to the unit member's regular base salary schedule pay, in accordance with the schedule set forth in this Article 3.14.

In the first school year of national board certification: \$2,000.

In the second school year of national board certification: \$3,000.

In the third school year of national board certification: \$4,000.

In the fourth school year of national board certification: \$5,000.

In the fifth school year of national board certification: \$6,000.

In order to be entitled to receive such compensation for any school year, the unit member must have maintained continuous full-time employment with the District for the entire year. Payment will be made by June 30.

In addition, the unit member who receives a national board certification on or after July 1, 2008 must provide twenty (20) hours per year of professional development, workshops and/or mentoring for other unit members, as determined by the District to be eligible for compensation under this article.

New hires who have obtained national board certification prior to being hired by the District shall be entitled to receive additional compensation under this Article 3.14, commencing in the first year following their first day of service at the District, and continuing through the fifth year following their first year of service, provided they remain continuously employed by the District as set forth herein.

### 3.15 Other Extra Assignments

#### 3.15.1 Stipend for ELD Coordinator:

3.15.1.1 An ELD Coordinator assigned fewer than 200 students shall receive an eight (8%) stipend plus one period of release time.

3.15.1.2 An ELD Coordinator assigned a caseload of 200 or more students shall receive a ten percent (10%) stipend plus one period of release time.

3.15.1.3 In the event a unit member serves as both ELD Coordinator and ELD Department Chair, such unit member shall not be eligible for both stipends. He/she shall instead receive either the stipend for the ELD Coordinator or the Department Chair, whichever is greater.

3.15.2 Stipend for Academy Coordinator: eight percent (8%) plus one period of release time.

3.15.3 Stipend for Academy Leadership Team: four percent (4%) (limit of five (5) members per team).

3.15.4 Stipend for AVID Coordinator: eight percent (8%)

The period of release time provided under section 3.15 shall be in addition to the preparation period provided under Article 4, section 4.1.

## ARTICLE 4:       Hours of Employment

- 4.1     The workday for full-time unit members, except those on Salary Schedule D or Salary Schedule C (Adult Education), shall be a maximum of 388 minutes, including a duty-free nutrition period and 10 (10) duty-free minutes before the pupil instructional day, and exclusive of no less than a 35-minute duty-free lunch period.

The work day shall begin with ten (10) duty-free minutes before the pupil instructional day and shall end at the end of the pupil instructional day. Unit members who are full time teachers shall be assigned five instructional periods and one period for preparation each day classes are in session. The preparation period shall be for the primary purpose of carrying out class preparation. Counselors, librarians, nurses, psychologists, activities directors, and all other unit members shall be on campus to fulfill their professional responsibilities consistent with their job description.

- 4.1.1   The workday for unit members on Salary Schedule D of Appendix A shall be 420 minutes, exclusive of 35 minutes for a duty-free lunch.
- 4.1.2   The Work Experience Coordinators/SCROC Coordinators at Hawthorne and Leuzinger High Schools shall be paid based on Salary Schedule D of Appendix A, but shall have a 378 minutes workday without a preparation period. Full-time Work Experience Coordinators/SCROC Coordinators hired on or after July 1, 2006, shall be paid on Salary Schedule D of Appendix A, and shall have a workday of 420 minutes, exclusive of a duty-free lunch which shall be no less than 35 minutes.
- 4.1.3   Supervised Suspension Room teachers shall be compensated in accordance with Salary Schedule A and shall have a 378 minutes duty day without a preparation period, exclusive of 35 minutes for a duty-free lunch.
- 4.1.4   On exam and minimum days, a student lunch period shall be no more than 20 minutes during the instructional day and teachers will concurrently use the time as a duty-free break.
- 4.1.5   There will be a maximum of one (1) hour per month for meetings beyond the contractual day such as staff, grade level, collaboration or department meetings (except for Department Chairs as they are subject to a special assignment stipend.) If mandatory meetings exceed one (1) hour per month beyond the contractual day, affected unit members will be paid at the District's workshop rate for each additional hour worked.
- 4.2     Adult Education unit members shall be in their assigned work locations, and responsible for instructional and other assigned duties for a minimum of twenty (20) hours per week.
- 4.3     Duty-free lunch: All unit members, except those in Adult Education or summer school shall be entitled to a duty-free lunch period of at least thirty-five (35) minutes.
- 4.4     Work days: The number of scheduled work days for unit members, except those in Adult Education and summer school, shall be:

Regular classroom teachers

184

Other classroom teachers	184
Librarians	184
Counselors	184+ 12 (See Article 3.7.1)
DIS Counselors	184 (See Article 3.7.1)
Psychologists	184 (See Article 3.7.1)
District Nurse	184 + 18 per diem (See Article 3.8.1)
Activities Directors	184 (See Article 3.9.1)
Program Specialists	184
JROTC Instructors	218

- 4.5 The Calendar for unit members, excluding JROTC Instructors, shall be as set forth in Appendix C, for the current year and the next two years.

## ARTICLE 5:       Health and Welfare Benefits

5.1       Beginning the 1993-94 insurance year, the District will contribute \$16.00 per month (\$192.00 per year) to eligible full-time unit members and eligible retirees for approved PERS health plan options. This amount shall be the District's employee-only medical benefits contribution. In addition, the District shall annually provide a supplemental reimbursement for full-time eligible unit members and eligible retirees as set forth in section 5.2 below. The supplemental reimbursement shall be used for additional health benefit coverage.

5.1.1    If the amount of the District's basic employee-only medical contribution that is required by state and federal law is increased, the amount of the supplemental reimbursement to be paid by the District under section 5.2 below shall be reduced in a like amount.

5.2       The District's combined basic medical contribution and supplemental reimbursement annual maximum for additional health benefit coverage shall not exceed the following annual maximums:

Active Full-Time Unit Members:	\$4500.00 (effective July 1, 2006)
	\$5000.00 (effective July 1, 2007)
	\$6000.00 (effective July 1, 2009)
	\$6450.00 (effective January 1, 2012)
	\$7050.00 (effective July 1, 2013)
	\$10000.00 (effective July 1, 2014)
Retirees Hired Prior to July 1, 1993 and retiring before July 1, 2006	\$3808.00
Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2006 and June 30, 2007	\$4308.00
Retirees Hired Prior to July 1, 1993 and retiring between June 30, 2007 and June 30, 2009	\$4808.00
Retirees Hired Prior to July 1, 1993 and retiring between June 30, 2009 and June 30, 2011	\$5808.00
Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2011 and June 30, 2013	\$6258.00
Retirees Hired Prior to July 1, 1993 and retiring between June 30, 2013 and December 31, 2013	\$6858.00
Retirees Hired Prior to July 1, 1993 and retiring after December 31, 2013	\$9808.00

## Retirees Qualifying for Medicare

Reimbursement equal to supplemental Medicare coverage.

Retirees are specifically excluded from the increase of the supplemental reimbursement annual maximums for additional health benefit coverage gained after their retirement.

- 5.3 To be eligible for the employee-only medical benefit contribution in section 5.1 above and the Supplemental reimbursement in section 5.2 above, the retiree must have been employed full-time by the District for at least 10 continuous years and be receiving retiree benefits from the State Teachers Retirement System (STRS).
- 5.4 Any premium costs in excess of the above District employee-only medical benefit contribution and supplemental reimbursement in sections 5.1 and 5.2 above, shall be borne by the unit member through payroll deduction, and paid by the retiree through the STRS payroll system deduction.
- 5.5 It is agreed that all of the provisions of section 5.1 and 5.3 are subject to the approval of the Public Employees Retirement System which will review these provision to determine if they are in compliance with the law in regard to the PERS health plan.
- 5.6 In the event the legality of the above provisions or similar provisions existing in other school districts are challenged or are found to be invalid by a court of law, CVSTA and the District agree to reopen negotiations on District health benefits.
- 5.7 **Waiver of Health Benefit**
- Effective July 1, 2014, the District will pay a \$1,000 stipend once a year to bargaining unit members who choose to waive their medical benefits (does not include dental, vision, or life insurance).
- 5.8 **Health Benefits Committee**
- A Health Benefits Committee, consisting of members selected by the District, CSEA and CVSTA unit members shall research health provider options that offer more competitive rates to all District employees while maintaining the same level of benefits and options



## ARTICLE 6: Leaves of Absence

6.0 The benefits which are expressly provided by this Article are the sole benefits which are part of this Agreement. Other statutory or regulatory leave benefits are neither incorporated, directly or impliedly, into this Agreement nor are such benefits waived by the Association.

### 6.1 Personal Illness and Injury Leave

- 6.1.1 Full-time unit members, except those in Adult Education and summer school, shall be entitled to ten (10) days leave with full pay for each school year for reasons of personal illness or injury. Unit members who are scheduled to work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for full-time member in a comparable position.
- 6.1.2 Adult Education and summer school unit members shall be entitled to .05 hours of paid leave for every hour worked. Summer school sick leave earned only for summer school.
- 6.1.3 If a unit member does not utilize the full amount of leave as authorized in 6.1.1 above in any school year, the amount not utilized shall be accumulated from year to year.
- 6.1.4 After all accumulated leave as set forth in 6.1.3 above is exhausted, additional non-accumulated leave shall be available for a period of time not to exceed five (5) school months, provided that the provisions of 6.1.5 below are met. The amount received while on leave shall not be less than 50% of the employees salary. Leave accumulated during the regular school year shall not be utilized during summer employment.
- 6.1.5 Where reasonable doubt exists as to the legitimacy of leave under this Article, the District may require a verification of the illness, accident or disability by the unit member's physician. However, if the District requires additional independent verification of the extent of illness, accident or disability, the cost of such examination shall be borne by the District. Upon request by the District, a unit member shall be required to present a physician's verification of fitness to return to duty.
- 6.1.6 A unit member must see that the District Office is contacted as soon as the need to be absent is known. Failure to provide adequate notice may be grounds for denial of leave with pay.
- 6.1.7 A full-time unit member who is absent under provisions of this leave for less than a full day shall have accumulated leave reduced in increments of one (1) hour, with any portion of an hour counting as one (1) hour.
- 6.1.8 Unit members shall notify the District at the earliest reasonable time of their intent to return to work, but at least one hour prior to the unit member's first required duty, and in no event later than 7:00 a.m. on the day of return from leave.
- 6.1.9 Within thirty (30) days after the end of each quarter, unit members will be provided with a quarterly statement of available sick leave.

## 6.2 Personal Necessity Leave

6.2.1 Leave which is credited under 6.1.1 of this Article may be used at the unit member's election for purposes of personal necessity, provided that the use of such personal necessity leave does not exceed seven (7) days in any school year. Leave under this section shall not be accumulative from year to year.

6.2.2 For purposes of this provision, personal necessity shall be limited to:

- (a) death or serious illness of a member of the unit member's immediate family;
- (b) a serious accident involving the unit member and/ or his/her immediate family;
- (c) three days per year at the discretion of the employee;
- (d) visiting his/her child's school in accordance with Labor Code Section 230.8; and
- (e) other personal necessities which are allowed at the discretion of the Superintendent or designee.

6.2.2.1 Under no circumstances shall leave be available for work stoppages, slow-downs, extending holidays or vacations, income producing activities, or attending to matters which could reasonably be scheduled outside of work hours.

6.2.3 For purposes of this provision, an immediate family member shall be limited to: mother, father, former legal guardian, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, the spouse, domestic partner as defined by law, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any relative living in the immediate household of the unit member.

## 6.3 Bereavement Leave

6.3.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family.

6.3.2 For purposes of this provision, an immediate family member shall be limited to: mother, father, former legal guardian, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, the spouse, domestic partner as defined by law, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any relative living in the immediate household of the unit member.

6.3.3 When appropriate, bereavement leave shall be taken prior to the use of other paid or unpaid leave

## 6.4 Leave for Pregnancy Disability

6.4.1 Unit members are entitled to use sick leave as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child rearing, or child care, but shall be limited to those disabilities as set forth above. Qualifying leave taken under this section shall run concurrently with leave available under the California Pregnancy Disability Leave Law and the Family Care and Medical Leave Act as appropriate.

- 6.4.2 Following exhaustion of all available sick leave, including differential leave, unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth or recovery therefrom.
- 6.4.3 Unit members on leave pursuant to 6.4.1 and/or 6.4.2 shall request such leave in writing. The unit member's physician shall recommend the duration of such leave, and upon release the physician's written statement shall include a recommendation as to the ability of the unit member to perform her duties. However, if the District requires additional, independent verification of the extent of disability through a physical examination of the unit member by a physician, the cost of such an examination shall be borne by the District.

## 6.5 Other Leaves without Pay

- 6.5.1 Leave without compensation, vertical step increment, or tenure credit, may be granted for one school year for the following purposes, which include, but are not limited to: Peace Corps, care for a member of the immediate family who is ill, long term illness of a unit member (other than that provided in Article 6.11), adoption and/or care of a child, service in an elected public office, or professional study or research. Leaves granted under this Article may be extended for a maximum of one year at the discretion of the District.
- 6.5.2 Unit members on unpaid leave shall not be entitled to health and welfare benefits pursuant to Article 5, except as otherwise required by law, but may keep such benefits in force by paying necessary premiums in advance. Unit members on leave for less than thirty (30) calendar days shall continue to receive such benefits at District expense.
- 6.5.3 The application for such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office no later than sixty (60) days before the end of the leave regarding an intent to return to employment in the District.
- 6.5.4 The unit member on leave without pay shall be entitled return to his/her assignment, if available, or, if not available, to a comparable position, but not necessarily at the location where the unit member served prior to such leave.

## 6.6 Judicial Leave

- 6.6.1 Unit members will be provided paid leave for regularly called jury duty up to a maximum of ten (10) working days. The Superintendent, or designee, may extend this leave under extenuating circumstances, including, but not limited to, the completion of a trial to which the employee was assigned prior to the tenth day of service.
- 6.6.2 The unit member, while serving on jury duty, will receive his/her regular earnings; any amount received for jury service, other than mileage, shall be reimbursed to the District.
- 6.6.3 Unit members required to be present as witnesses in court will be provided leave in cases where (a) the unit member is under subpoena to be present and testify, (b) the unit member is a respondent with the District, or (c) the unit member is a respondent to charges applying to duties performed within the scope of District employment, but not including charges brought about through the connivance or misconduct of the unit member.

6.6.4 Any fees, honorariums or costs, other than mileage, paid to the unit member must be reimbursed to the District.

6.6.5 The Association shall encourage unit members to serve jury duty outside the regular school year.

## 6.7 Industrial Accident Leave

6.7.1 Unit members will be entitled to industrial accident or illness leave for personal injury which has qualified for Worker's Compensation under the provisions of the insurance regulations in effect at the time of the industrial accident or illness.

6.7.2 Such leave shall not exceed sixty (60) work 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 industrial accident.

6.7.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties, and the degree to which a disability is attributable to the injury involved. At the option of the unit member, and upon prior written notification, another physician may be selected for such examination.

6.7.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the appropriate District insurance carrier which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.

6.7.5 If the unit member fails to endorse to the District any wage loss benefit check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

## 6.8 Sabbatical Leave

6.8.1 A unit member who has satisfactorily completed **at least** seven (7) full years of service in the District shall be eligible for sabbatical leave once in each eight (8) years. Application may be made during the unit member's seventh consecutive year in the District. A full year of service shall consist of seventy-five percent (75%) of the **regular** school year, without absence for illness or other cause. A maximum of two percent (2%) of the certificated personnel on the District's payroll as of September 30th shall be eligible for a sabbatical leave during the following school year.

### 6.8.2 Criteria for Selection

The selection of unit members to be granted sabbatical leave shall be:

- A. The relative value to the District of the proposed program as submitted by an eligible applicant.

- B. The relationship of sabbatical leave activities to the present assignment of the unit member.
- C. Whether or not the applicant had previously been granted a sabbatical leave.
- D. If other criteria are equal, the seniority of the unit member shall prevail.

#### 6.8.3 Conditions of Leave

Sabbatical leave may be granted for not less than one full semester, nor for more than one academic year. To be eligible for sabbatical leave during the second semester of a school year, a unit member must have completed a minimum of seventy-five percent (75%) service of all work days scheduled during the first semester.

Unit members who are selected for one semester sabbatical leave must take such leave during the second semester, except by mutual consent of the District and the unit member.

Unit members granted sabbatical leave shall render a period of service with the District following his/her return from sabbatical leave which is equal to twice the period of his/her sabbatical leave.

#### 6.8.4 Selection Procedure

Candidates for sabbatical leave shall:

- A. Make application to the Assistant Superintendent, Human Resources during the last two weeks of October but in no event later than November 1st. Applications may be obtained from the Personnel Office.
- B. Applications may be considered only for the school year immediately following that during which the application is received. If an applicant is not granted a leave, the person must apply again in a future year in order to be considered.
- C. Applicants shall present as part of their application evidence of satisfactory service as required in this Article, reasons for desiring the leave, proposed length of the leave (with inclusive dates), and any other relevant data to assist the District in making its decision regarding sabbatical leave. The District may conduct interviews, or request additional information for clarification of the proposal.
- D. An applicant whose request for sabbatical leave is approved by the Board of Trustees shall be notified within one week of such approval.
- E. The approval of sabbatical leaves shall be discretionary with the Board of Trustees, and nothing in this Article shall be construed as requiring the Board to approve requests for such leaves.

#### 6.8.5 Compensation While on Leave

- A. The recipient of a sabbatical leave (yearlong or semester) shall receive the difference between his/her base salary and the salary of the replacement teacher/substitute. Base salary is defined as the appropriate step and column

placement, including career increments and professional growth incentives, but does not include any form of extra compensation previously earned by the recipient.

- B. At least thirty (30) days prior to the beginning of such leave, the unit member shall furnish the District with a suitable bond indemnifying the District against loss in the event that the unit member fails to render the appropriate period of service as provided in 6.9.3 above for the District following his/her return from sabbatical leave. Such bond shall be exonerated in the event the failure of such unit member to return and render the required service is caused by the death of the unit member or by a physical or mental disability rendering the person incapable of returning to service.
- C. The unit member shall make arrangements with the District Business Office for the disposition of salary warrants. Such disposition shall be either:
  - 1. Written appointment of a bank to receive the salary warrant, or
  - 2. Disposition according to an appropriate and fully executed power of attorney.

#### 6.8.6 Sick Leave Benefits

Interruption of a sabbatical leave that is caused by serious accident or illness, evidence of which is satisfactory to the Superintendent and Board of Trustees, may allow reconsideration or mutual revision of the objectives of such leave.

In case of such accident or illness, the unit member must:

- E. Notify the Superintendent of the accident or onset of serious illness within ten (10) days, by registered letter.
- F. Upon recovery, be available for immediate return to service. The amount of compensation due under the provision of 6.9.6 shall not be affected if the unit member has complied with 6.9.6 above.

#### 6.8.7 Effect of Sabbatical Leave upon Retirement

Sabbatical leave shall count toward retirement, and the retirement and annuity contributions shall be deducted from unit member's compensation while on such leave.

- 6.8.8 At the expiration of a sabbatical leave, the unit member who has been granted such leave shall be reinstated, unless the person agrees otherwise, in the position held at the time the leave was granted, provided that conditions have not arisen which would have changed conditions, the unit member returning from leave shall be reinstated and be assigned work appropriate to the field of training, with the appropriate salary status including any increments allowed.

#### 6.8.9 Required Reports

Each unit member who has been on sabbatical leave for a full year, or during the previous Spring semester, shall file with the Superintendent's office a written report no later than October 15. A unit member who has been on such leave during the Fall semester only shall file the report no later than the following March 15th. Such report shall contain

detailed data as to the activities of the unit member, together with the unit member's appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school in which the unit member is located, and any other data necessary for a satisfactory report. The Superintendent shall determine that all conditions of the sabbatical leave have been fulfilled. The report shall then be filed with the Assistant Superintendent, Human Resources.

#### 6.9 Leaves of Absence for Critical Illness (Life Threatening) or Injury in the Immediate Family

6.9.1. Leaves of absence with full pay not to exceed five (5) days per school year shall be granted to bargaining unit members upon furnishing of acceptable proof of critical illness or injury in the immediate family. For purposes of this provision, "immediate family" shall be defined as members listed under section 6.2.3 of this Article.

6.9.2 Proof of illness or injury shall be presented to the Superintendent or his designee, if so requested, upon return to duty and shall consist of a signed statement from a licensed physician, surgeon, chiropractor or osteopath, certifying that the absence was caused by illness or injury. Nothing in this section shall discriminate against evidence of treatment and the need therefore by the practice of the religion of any well recognized church or denomination.

#### 6.10 Family Care and Medical Leave/California Family Rights Act ("FMLA/CFRA")

6.10.1 Eligibility - Any employee who has served the District for more than 12 months and who has at least 1,250 hours of service with the District during the 12-month period, shall be eligible to take unpaid family care or medical leave under these provisions.

- (a) Because of the birth of the employee's child, and in order to care for the child.
- (b) Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
- (c) To care for the employee's child, parent or spouse with a serious health condition.
- (d) Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

6.10.2 Definitions - For the purpose of this Article, "Child" means a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

6.10.2.1 A "serious health condition" includes an illness, injury impairment or mental condition that involves:

- (a) any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility.
- (b) any period of incapacity requiring absence from work, of more than three (3) calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or
- (c) continuing treatment of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care.

6.10.2.2 "Continuing treatments" include:

- (a) two or more visits to a health care provider;(b) two or more treatments by a health care practitioner (e.g., physical therapist) on referral from, or under the direction of a health care provider; or
- (c) a single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

#### 6.10.3 Duration of Leave

6.10.3.1 Except as provided otherwise under section 6.1.11, family care and medical leave shall not exceed 12 work weeks during any 12 month period. The 12-month period for calculating leave entitlement shall commence on the date the employee's first family care or medical leave begins. The 12 weeks of family care and medical leave to which an employee is entitled under the state law shall run concurrently with the 12 week of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.

6.10.3.2 The right to take a family care and medical leave is separate and distinct from the right to take a pregnancy disability leave under state law.

6.10.3.3 Leave taken for a birth, or placement for adoption or foster care, must be concluded within one year of the birth or placement.

#### 6.10.4 Terms of Leave

6.10.4.1 During the period of family care or medical leave, the employee shall use his/her accrued vacation leave, or other accrued time off, or any other paid or unpaid time off negotiated with the District.

6.10.4.2 If an employee takes a leave because of the employee's own serious health condition, the employee shall substitute accrued sick leave and/or differential



leave during the period of the leave taken pursuant to this Administrative Regulation.

#### 6.10.5 Maintenance of Benefits

- 6.10.5.1 During the period of family care or medical leave, the employee shall continue to be entitled to participate in the District's health plan and the District shall continue to pay health care premiums under such plan on the same terms as if the employee had continued to work during the period of the leave. Any premium payments required to be made by the employee must be paid at the same time as they would have been due by payroll deduction.
- 6.10.5.2 The District may recover health insurance premiums paid on behalf of the employee during the period of the family care or medical leave, if both of the following conditions occur: The employee fails to return from leave after the period of leave to which the employee is entitled has expired and the employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under state or federal law or other circumstances beyond the control of the employee.

#### 6.10.6 Advance Notice of Leave/Intent to Return

- 6.10.6.1 If an employee learns of the need for family care or medical leave more than 30 days before the leave is to begin, he/she shall give the District at least 30 days advance notice. If the employee learns of the need for family care or medical leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.
- 6.10.6.2 If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. If leave is taken intermittently or on a reduced leave schedule, the District may temporarily transfer the employee as permitted by law.
- 6.10.6.3 On or before the first day of an employee's family care or medical leave, the employee shall notify the District of his or her anticipated date of return to work. The District may require periodic updates on the employee's intent to return to work. If, because of changed circumstances, an employee requires more or less leave than originally anticipated, such employee shall give the District at least two business days notice of his or her intent to return to work.

#### 6.10.7 Certifications

- 6.10.7.1 An employee's request for leave because of a serious health condition of the employee or to care for a child, spouse or parent who has a serious health condition or for service-member family leave shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:

- (a) The date, if known, on which the serious health condition began; and
- (b) The probable duration of the condition.

6.10.7.2 In addition, if the request for leave is to care for a family member, the certification shall include an estimate of the amount of time the employee needs to care for the person requiring care and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the leave. If the request for leave is based on the employee's own serious health condition, the certification shall include a statement that, due to the serious health condition, the employee is unable to perform the functions of his/her position.

6.10.7.3 If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of the treatment and the expected duration of the leave.

6.10.7.4 In any case in which the District has reason to doubt the validity of any certification provided to support an employee's request to take leave because of the employee's own serious health condition, the District may require the opinion of a second and third health care provider consistent with state and federal law.

#### 6.10.8 Reinstatement/Non-Discrimination

Upon granting an employee's request for family care or medical leave, the District shall guarantee to reinstate the employee in the same or comparable position when the leave ends to the extent required by law.

#### 6.10.9 Notifications

The District shall provide all notifications as required by law regarding employee's rights and obligations pertaining to family care and medical leaves.

6.10.10 Due to the birth or adoption of a child, a parent shall be granted a leave of absence with pay not to exceed five (5) days during any one school year. Such paid leave shall be taken within sixty (60) days of the birth or adoption of the child and shall run concurrently with FMLA/CFRA leave.

#### 6.10.11 Service-Member Family Leave.

- a. Eligibility. A bargaining unit member who is eligible under for FMLA/CFRA and who is the spouse, son, daughter, parent, or next of kin of a covered service-member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service-member. The leave described in this paragraph shall only be available during a single 12-month period. "Next of kin," used with respect to an individual, means the nearest blood relative of that individual. "Covered Service-member" means a member

of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

- b. Coordination with FMLA. As an augmentation of FMLA, Service-member Family Leave, during the single 12-month period described in this Service-member Leave section, an eligible unit member shall be entitled to no more than a combined total of 26 workweeks of leave under FMLA.

## 6.11 Catastrophic Leave

### 6.11.1 Creation

- 6.11.1.1. The Association and the District agree to create a Catastrophic Leave Bank effective September 1, 1997.
- 6.11.1.2 For the purpose of this section, a "day" shall be any day a unit member is expected to be on duty as determined by the terms of this agreement.
- 6.11.1.3 Days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of the participant

### 6.11.2 Eligibility & Contributions

- 6.11.2.1 All unit members on active duty with the district are eligible to contribute to Catastrophic Leave Bank.
- 6.11.2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the bank.
- 6.11.2.3 The contribution, solicited by the District to the unit members, using the appropriate district form, shall be authorized by the unit member
- 6.11.2.4 Donations to the Bank are irrevocable
- 6.11.2.5 Contributions shall be made between September 1<sup>st</sup> and October 1<sup>st</sup> of each school year
- 6.11.2.6 The annual rate of contribution by each participating unit member shall be a maximum of two (2) days of sick leave. If the number of days in the bank on October 1<sup>st</sup> is less than 250 days, unit members must contribute at least one (1) day of sick leave each year in order to be eligible to withdraw from the bank.
- 6.11.2.7 If the number of days in the Bank on October 1<sup>st</sup> exceeds 250 days, no contribution shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those

returning from leave shall be required to contribute to the Bank (See 6.11.2.6)

### 6.11.3 Withdrawal from the Bank

- 6.11.3.1 Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an illness or injury (based on competent medical evidence) that incapacitates a unit member for over twenty (20) consecutive days within one school year, or is reasonably certain to result in such incapacity for **twenty** consecutive days within one school year. The employee who receives leave from the bank shall furnish all requested medical information deemed necessary by the District to determine the employee's eligibility to receive donated leave under this section. Upon request by the District, the employee shall execute an authorization for the release of medical information. The District shall be entitled to obtain an independent medical evaluation to determine an employee's right to receive leave from the leave bank.
- 6.11.3.2 Unit members must use all accrued sick leave, but not differential leave, available to them before they become eligible to withdrawal from the bank.
- 6.11.3.3 A unit member who exhausted full paid sick leave, but still has differential leave, is eligible for a partial supplement from the Bank. The District shall pay the unit member full pay and the Bank shall be charged the one-half sick leave day. This shall not exceed the amounts allowed as maximum below.
- 6.11.3.4 Unit members who are eligible to withdraw from the Bank will receive no more than thirty (30) sick days per request. If necessary, unit members may reapply for an additional (thirty) 30 sick days. The maximum number of days withdrawn from the bank by any one unit member, per school year shall not exceed sixty (60) days. Leave from the Bank may not be used from one year to the next. Unit member must reapply at the beginning of a new school year. Catastrophic Leave shall be used as transition to STRS Disability or some other income protection plan.
- 6.11.3.5 If the Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide additional days.
- 6.11.3.6 Leave from the bank may not be used for work related illnesses or injuries which qualify the unit member for worker compensation benefits unless the unit member has exhausted all workers compensation leave.

### 6.11.4 Process for Settling Disputes

The District and the Association agree to establish a Catastrophic Leave Review Committee. The committee shall be comprised of five members, two appointed by the District and three appointed by CVSTA. Any unit member dissatisfied with any action taken or decision made by the District, concerning the Catastrophic Leave plan herein

provided, may appeal that action or decision to the review panel within ten (10) working days. Unit member(s) dissatisfied with any action taken by the Catastrophic Leave Review Committee may appeal that decision to the Board of Trustees within ten (10) working days. The decision of the Board shall be final.

- 6.11.5 Any denial of catastrophic leave by the District, the Catastrophic Leave Review Committee, and/or the Board of Trustees shall not be subject to the grievance procedure contained in this Agreement.

## ARTICLE 7:       Transfer & Reassignment

### 7.1   Definitions

- 7.1.1     Transfer: A relocation of a probationary, temporary or permanent unit member from one school or other work location to another.
- 7.1.2     Reassignment: The relocation of a probationary, temporary or permanent unit member from one classification in the unit to another; also, the relocation of a person from one department in a school to another in accordance with the criteria set forward in 7.2.
- 7.1.3     Vacancy: A position in the unit to which no unit member has been assigned.
- 7.1.4     Notice of vacancies for the ensuing school year shall be posted during the Spring semester. Notice of vacancies during the school year shall be posted for a minimum of ten (10) calendar days before the interview process begins on the District website, throughout the District, and transmitted to unit members who have previously filed written requests for transfer or reassignment. Unit members to be notified during the summer recess shall submit their names, with five (5) stamped, self-addressed envelopes, to the District Personnel Office prior to June 15. All notices of vacancies shall be posted at appropriate site locations throughout the District. Extra duty assignment vacancies shall be posted only at the site of the vacancy unless such extra duty could reasonably be performed by a unit member employed at another District site. This notification provision shall be waived in the event of an emergency as defined in Section 7.15, or except as provided herein.
- 7.1.5     Emergency transfer or reassignment: A transfer or reassignment made to a vacancy when the District could not reasonably have known in time to notify all unit members. Notice shall be transmitted to those unit members who meet the criteria listed in Section 7.2 of this Article and who have previously filed written requests for transfer and/or reassignment.
- 7.1.6     Request for transfer or reassignment: A form submitted to the District by a unit member indicating a desire to transfer. Requests for transfer shall be filed during the month of February, and a master list shall be valid for one school year. Unit members may also file requests for transfer after having been notified of specific individual vacancies. An Administrator may request the transfer of a unit member after first notifying the person.
- 7.1.7     The school administration shall notify unit members of partial vacancies and seek volunteers for those vacancies.
- 7.1.8     No unit member shall be transferred or reassigned for arbitrary reasons.

### 7.2   Criteria to be utilized in making transfers and reassignments: (listed in alphabetical order)

- (a)     Ability to perform adjunct and other related duties
- (b)     Credential(s)
- (c)     Evaluations (written)
- (d)     Major and/or minor fields of study

- (e) Special training or ability
- (f) Staffing balance as a result of program and/or enrollment changes.

7.2.1 When all the criteria listed in Article 7.2 are equal, district seniority shall be the controlling factor.

7.3 All notices of vacancies shall contain the following information:

- (a) Location;
- (b) Job description;
- (c) Duration of job;
- (d) A statement of specific criteria desired for the filling of the vacancy and shall indicate which of the criteria listed in Article 7.2 (if any) are more important than others.

7.4 Involuntary Transfer or Reassignment:

7.4.1 Involuntary transfers/reassignments may be made for any of the following reasons:

- a) a decrease in the number of students which requires a decrease in the number of unit members at the worksite, or
- b) elimination of programs(s) and/or funding, worksite closings, or
- c) upon determination by the Superintendent that an involuntary transfer/reassignment is in the best interest of the District

7.4.2 A bargaining unit member who is involuntarily transferred and/or reassigned pursuant to this article shall not be subject to another transfer for at least three years from the date of the transfer, unless by mutual agreement with the unit member. Involuntary transfers or reassignments shall not be made outside the unit member's credential(s) unless by mutual consent.

7.4.3 A personal conference with the appropriate administrator shall be granted to any unit member upon request who is involuntarily transferred and/or reassigned. The conference shall be held within five (5) working days of request. During the conference, the unit member shall be advised of the reason(s) for the transfer and/or reassignment. Upon request and within five (5) working days after the conference, the reason(s) shall be sent to the unit member in writing. The unit member shall be notified of the impending transfer or reassignment at the earliest reasonable date the District is aware that a transfer or reassignment will take place. In the event that there must be a transfer or reassignment during the school year because of declining enrollment or enrollment shifts, such a transfer may take effect immediately.

7.4.4 In the event of an involuntary transfer or reassignment, the unit member being transferred or reassigned shall be provided, upon request, one (1) paid working day to prepare and organize his/her classroom environment and materials. The District shall provide assistance in moving a unit member's material to wherever a unit member is being transferred or reassigned.

7.4.5 If the decision to involuntarily transfer a unit member is due to changes in

student enrollment or elimination of program(s) and/or funding, the District shall seek volunteers prior to making any involuntary transfer/reassignment. In the event no qualified and credentialed bargaining unit member volunteers for the vacancy, the unit member with the least district seniority and the appropriate credential shall be transferred or reassigned.

- 7.4.6 Unit members shall not be subject to an involuntary transfer for punitive, retaliatory, arbitrary or capricious reasons.

#### 7.5 Transfers relating to the closing of a school

- 7.5.1 In the event of the closing of a District school, unit members from the school being closed shall have the right of first preference and first refusal over other District employees for existing or projected vacancies during the school year prior to the closing. Said vacancies may exist or be created by:

- (a) New positions at other school due to increases in enrollment; or
- (b) Other unit members leaving the District.

In addition, all probationary and temporary teachers shall remain unassigned until permanent teachers from the school being closed have been placed.

- 7.5.2 If two or more permanent teachers from the school being closed stated a preference for the same vacancy, and if qualifications under 7.2 are equal, the unit member with greatest District seniority shall be transferred to the vacancy.
- 7.5.3 The Administration of each remaining high schools shall open the position of department head within two years after the closing of a school.

#### 7.6 Transfers Related to Re-Opening Schools

- 7.6.1 Apply current contract language for filling vacancies.
- 7.6.2 Voluntary requests for transfers shall occur prior to District initiated transfers
- 7.6.3 A unit member who applies for a vacancy and has a clear credential in the subject area which the vacancy exists, shall have the right to fill that vacancy over a unit member with an emergency credential.

#### 7.7 Committee on Assignments

The Superintendent or designee shall establish a Committee on Assignments which may grant approval for the assignment of full-time teachers to teach courses outside their credential authorization as permitted by law in an area for which they have special skills or preparation.

The committee shall include an equal number of teachers, selected by teachers pursuant to procedures established by CVSTA, and school administrators selected by school administrators.



## ARTICLE 8: Class Size

- 8.1 District management will establish class sizes as determined by the instructional needs of the District, the building facilities available and the financial conditions of the District, except as specified below.
- 8.2 Class size in any program having statutory limits, including special education, shall conform to state and federal mandates.
- 8.3 The provisions of Article 8 shall not apply to Lloydde High School; however, enrollment for each class shall not exceed 1 ½ times the district wide pupil-teacher ratio provided in section 8.4 below.
- 8.4 The district wide pupil-teacher ratio shall be 30.5 students per regular classroom teacher (FTE). This ratio is limited in its application to "regular" classroom teachers and does not include traditional large group instruction (e.g., physical education, band, chorus, JROTC), nor does it include traditionally small classes such as class size reduction and Special Education. Class size reduction classes are exempt from the ratio only to the extent the District receives funding from the state or federal government for class size reduction classes. By way of example, if the funding received by the District pays for 80% of the class size reduction classes, then 80% of the class size reduction classes will be excluded from the class size ratio.
  - 8.4.1 No class within the ratio shall exceed a student enrollment of 36 later than the end of the fourth week of each semester, without the written permission of the teacher. Such permission shall be obtained on the form contained in Appendix D. No teacher in his or her first year of teaching shall be allowed to have a regular class that exceeds the class size cap of 36 students.
  - 8.4.2 The District will use its best efforts to balance "traditional large group classes" as soon as possible after the commencement of each semester. Such classes shall be balanced no later than the end of the fourth week of each semester.
  - 8.4.3 The District shall limit size of Physical Education classes to a maximum of 50 students. No class within the ratio shall exceed a student enrollment of 50 later than the end of the fourth week of each semester without the written permission of the teacher. Such permission shall be obtained on the form contained in Appendix D.
- 8.5 District-wide-pupil-teacher ratio shall be verified at the end of the fourth week of each semester.

Positions excluded from the designation of "regular" classroom teachers shall be staffed as follows:

  - 8.5.1 Counselors' assigned case load shall not exceed 500:1, but not less than one (1) counselor per school.
  - 8.5.2 One (1) Work Experience Coordinator per school
  - 8.5.3 One ((1) Activities Director per school

- 8.6 The district wide pupil-teacher ratio shall be at the end of the fourth (4<sup>th</sup>) week of each semester using the format developed by CVUHSD/CVSTA. District/school administrators will update this form on a periodic basis.
- 8.7 Class size for all special education (all designations) classes shall not exceed SELPA best practice. Special Education case loads shall be set in accordance with applicable law. The District shall use its best efforts to have any special education student's case carrier be one of the student's teachers.
- 8.8 The District shall limit the number of administrators to bargaining unit members to the number indicated by the "Ryan Ratio" of 1 administrator for every 14 classroom teachers. The list of administrators and teachers shall be submitted to CVSTA by the 6<sup>th</sup> week of the fall semester and the 2<sup>nd</sup> week of the spring semester.

## ARTICLE 9: Evaluation Procedures

### Purpose

The primary purpose of evaluation is to recognize good teaching practices and to assist teachers in the improvement of instruction and effective management of students through the careful, objective, and systematic assessment of teacher competence and effectiveness in relation to instructional methodology and adherence to the District's recorded curriculum.

- 9.1 Evaluation of all unit members shall be on a continuing basis and scheduled as follows:
  - 9.1.1 Temporary - each school year, if employed for entire school year. A temporary employee hired for less than a school year, but for at least one semester, shall be evaluated in writing.
  - 9.1.2 Probationary - each school year.
  - 9.1.3 Permanent - at least every other school year.
    - 9.1.3.1 The two-year evaluation cycle set forth for permanent employees may be extended by one (1) additional year for permanent unit members who have been employed by the District at least ten (10) years, are Highly Qualified as defined in 20 U.S.C. Section 7801 and whose previous evaluation was satisfactory, if the unit member and the evaluator consent to this schedule. The unit member or evaluator may withdraw consent for this evaluation cycle at any time. The determination to extend or withdraw consent by the District shall be at the sole discretion of the evaluator.
  - 9.1.4 Full Time Adult Education - at least every other school year.
- 9.2 If a unit member is to be evaluated during a particular year, but is granted a leave of absence for one semester or longer, the evaluation will take place during the first year of return to duty.
- 9.3 Unit members scheduled for evaluation shall be notified not later than the end of the third week of the school year in which they are to be evaluated. Unit members shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator.
- 9.4 The evaluatee shall present his/her suggested goals, objectives, and professional growth plan to the evaluator by November 1st of the school year in which the evaluation shall take place. Employees shall be evaluated under provisions 9.5.1.3 & 9.5.1.4.
- 9.5 Initial Conference
  - 9.5.1 Except for temporary employees serving less than a school year, the evaluator shall have a conference with the evaluatee by November 1st of each school year for the purpose of:
    - 9.5.1.1 reviewing the unit member's course goals and objectives as they relate to district standards and expectations.

- 9.5.1.2 discussing the evaluation forms to be used (See Appendix B)
- 9.5.1.3 discussing the appropriateness of the unit member's objectives as they relate to:

- (a) the progress of students toward the established standards of expected student achievement.
- (b) the unit member's adherence to curricular objectives
- (c) instructional techniques & strategies used by the unit member
- (d) the establishment and maintenance of a suitable learning environment within the scope of the evaluatee's responsibility
- (e) the performance of those non-instructional duties and responsibilities, including, but not limited to, supervisory and advisory, as may be prescribed by District management.

- 9.5.1.4 discussing the unit member's goals and objectives for professional growth.

- 9.5.1.5 planning for observations, conferences, and establishing a final evaluation conference date.

- 9.5.1.6 In the event of a disagreement over the appropriateness of objectives described in 9.5.1.3 & 9.5.1.4, the evaluator and evaluatee shall:

- (a) make every possible attempt to resolve the problem themselves
- (b) if the disagreement persists, the parties may invite a third party to assist in its resolution. The third party shall recommend alternatives to the evaluator and evaluatee
- (c) if either party rejects the proposed alternatives, each shall have an opportunity to state his/her position relative to the objective(s) in dispute, and to have a written statement attached to the final evaluation form.

- 9.6 Periodic conferences may be scheduled by either the evaluator or unit member during the evaluation period to discuss observations, progress towards meeting objectives, and/or revision of goals and objectives.
- 9.7 If the evaluator becomes aware of serious deficiencies in the unit member's performance of duties, such deficiencies shall be noted in writing by the first Friday of the first full week in February. A conference shall be held between the unit member and his/her evaluator during which the deficiencies shall be discussed. The evaluator shall make recommendations as to areas of needed improvement, and shall attempt to assist the unit member in correcting the deficiencies.

- 9.8 If the evaluator becomes aware of a complaint or complaints that could affect the unit member's evaluation, the evaluator shall follow the Board Policies and Article 20 of this Agreement in determining the merit of the complaint(s).
- 9.9 Final Evaluation Conference
- 9.9.1 The evaluator will discuss each component of the evaluation during a conference and provide a written evaluation to the unit member no later than 30 calendar days before the end of the school year.
- 9.9.2 The unit member has the right to have a written reaction or response permanently attached to the evaluation in his/her personnel file.
- 9.10 Unit members shall not be required to evaluate other unit members, unless subpoenaed by a court or administrative office of appropriate jurisdiction.
- 9.11 Terms
- 9.11.1 Goal
- A goal is a statement of broad direction or intent that is general and timeless and is not concerned with a particular achievement within a specified period of time.
- 9.11.2 Objective
- An objective is a desired accomplishment that can be measured or judged within a given time and under specific conditions. The attainment of the objective(s) or progress toward attainment advances the system toward a corresponding goal.
- 9.11.3 Prime Evaluator
- Probationary Employees - Principal
- Permanent Employees - Principal or other mutually agreed upon Administrator
- Traveling Permanent Employees – District Administrator with input from all site Principals
- 9.11.4 Secondary Evaluator
- Mutually agreed upon participant(s) other than the prime evaluator involved in the evaluation procedure.
- 9.11.5 Professional Growth
- Acceptable activities for professional growth shall include, but not limited to, the following:
- (a) courses from an accredited college and university
  - (b) participation in professional conferences, in-services, & workshops
  - (c) service as a teacher support provider

- (d) participation in curriculum development projects
- (e) cultural experiences, such as attendance at museums, or musical, dramatic or dance productions, or cross cultural immersion in the language and culture of an ethnic group
- (f) service in a leadership role in the teachers' association or other professional organization.
- (g) participation in education research
- (h) publication of professional articles in professional journals
- (i) travel related to teaching area and credential area.
- (j) participation as an exchange teacher
- (k) membership on national, state, or local education related committees
- (l) service as a master teacher for student teachers
- (m) staff meetings called by bargaining unit member's immediate supervisor or other administrators.
- (n) participation in committees that plan staff development programs for staff members.

9.12 The District shall establish a joint committee of District administrators and CVSTA members to review and make recommendations on evaluation forms.

**Note:** Please refer to MOU between CVUHSD & CVSTA, Board-approved on March 11, 2014, regarding a two-year pilot program to be implemented at all school sites beginning July 1, 2014, which includes, but is not limited to, new timelines, new forms & new content standards.

## ARTICLE 10: Grievance Procedure

### 10.1 Definitions

- 10.1.1 Grievance: A written statement by a unit member and/or the Association in which an allegation is made that a specific section of the Agreement has been violated. (See Appendix E) The statement shall contain a request for a specific remedy or remedies to the alleged violation.
- 10.1.2 Grievant: A unit member or the Association filing a grievance.
- 10.1.3 Days: A grievant's working days, or, by mutual consent, days when the District office is open for business.
- 10.1.4 Informal Step: A required discussion of the allegation between the grievant and the appropriate administrator, in an attempt to resolve the grievance.

### 10.2 General Principles

- 10.2.1 A unit member who believes that this Agreement has been violated may file a grievance. The unit member must utilize the Informal Step, 10.1.4 above, before filing a grievance at Step 1.
- 10.2.2 Either party has the right to the assistance of a conferee or legal counsel at any step in the procedure.
- 10.2.3 If the same grievance, or substantially the same grievance, is filed by more than one unit member, only one unit member on behalf of himself or herself and the other grievants may process this grievance through this procedure. The names of all aggrieved parties shall appear on any documents submitted by the grievant.
- 10.2.4 Once a grievance has been filed, it shall not be amended. If substantive information was omitted from the original written allegation, the grievant must re-file the amended grievance with the appropriate supervisor at step 1 of this procedure. Such amendment shall not invalidate the timeliness of a previously valid filing of the original grievance.
- 10.2.5 A grievance must be filed within thirty (30) days of the alleged violation, or within thirty (30) days of the time that the grievant should reasonably have known of the alleged violation.
- 10.2.6 The time limits contained herein are considered maximum time limits; however, time limits may be extended by mutual written agreement.

### 10.3 Steps in the Grievance Procedure

- 10.3.1 Informal Step  
Before filing a formal written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the grievant's immediate supervisor as provided in 10.1.4 above. Such conference, as well as the actual formal filing of a written grievance in the event the conference does not resolve the problem, must take place within the applicable time limits as outlined in 10.2.5 above.

#### 10.3.2 Step 1

The written grievance shall be filed with the grievant's immediate supervisor and the Assistant Superintendent, Human Resources. Within twelve (12) days of receipt of the grievance, the immediate supervisor shall confer with the grievant and any witnesses requested by the grievant and render a written decision to the grievant and to the Association.

#### 10.3.3 Step 2

The grievant may appeal the decision from Step 1 to the Assistant Superintendent, Human Resources within fifteen (15) days after receipt of the Step 1 decision. This appeal shall be presented in writing with all documents and printed materials submitted at Step 1. The grievant shall notify the Association of the request for appeal. Within fifteen (15) days of receipt of the appeal, the Assistant Superintendent, Human Resources, shall confer with the grievant and shall render a written decision. Copies of the decision shall be sent to the grievant and to the Association.

#### 10.3.4 Step 3

The grievant may appeal the decision from Step 2 to the Superintendent within fifteen (15) days after receipt of the Step 2 decision. The appeal shall be in writing, and the grievant shall send copies to the Association. Within fifteen (15) days of receipt of the appeal, the Superintendent shall confer with the grievant and shall render a written decision. Copies of the decision shall be sent to the grievant and to the Association.

#### 10.3.5 Step 4

Mediation prior to arbitration shall be pursued if a grievant and/ or Association is not satisfied with the disposition of the grievance at Step 3. A request for mediation must be submitted in writing to the District within eighteen (18) days after a written decision is rendered or should have been rendered at Step 3.

10.3.5.1 Within twenty (20) work days of requesting mediation, the Association shall request that a mediator from the California State Mediation Service, or from any other mutually agreeable dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

10.3.5.2 The mediator shall meet with the grievant, the Association, and the District for the purpose of resolving the grievance. The timeline may be extended by mutual agreement of the parties.

10.3.5.3 If an agreement is reached, the agreement shall be reduced to writing and shall be signed and shall constitute a settlement of the grievance.

10.3.5.4 In the event that the grievant, the Association, and the Superintendent or his/her designee have not resolved the grievance with the assistance of the mediator within ten (10) workdays from the last meeting held by the



mediator, the Association may terminate Step 4 and the grievance may proceed to arbitration.

#### 10.3.6 Step 5

A grievant who is not satisfied with the decision at Step 4 may request the Association to submit the grievance to arbitration. If the Association concurs with the grievant's request for arbitration, the Association shall, within ten (10) days after receipt of the Superintendent's decision, submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall join in the request. Failure to meet the time limit shall constitute an ultimate withdrawal of the grievance.

10.3.6.1 The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request the American Arbitration Association to supply a panel of five (5) names of qualified arbitrators. The District and the Association shall alternately strike names from the list, with the order of striking being determined by lot. The person whose name remains after the striking procedure shall be the arbitrator.

#### 10.4 Authority of the Arbitrator

10.4.1 The District and the Association agree that the jurisdiction and authority of the arbitrator, and the opinion or award expressed by the arbitrator, shall be confined exclusively to the interpretation of the express provisions of this Agreement, nor shall the arbitrator have any authority to impose any limitations or obligations not specifically provided for under the terms of this Agreement.

10.4.2 The arbitrator shall be without power or authority to make any decision that requires the District or its administration to do an act prohibited by law, or in violation of this Agreement. The District retains the right to act at its discretion, and the arbitrator cannot rule against such acts unless they are in violation of the Agreement.

10.4.3 The arbitrator shall have no power to render an award on any grievance initiated before or after the term of this Agreement.

10.4.4 If either party raises the issue of arbitrability, such party raising the issue may request, by written notice to the other party at least forty-eight (48) hours in advance of the hearing, a separate hearing on the issue of arbitrability. Such decision may, upon agreement of the parties, consist of a decision without written opinion. No hearing on the merits of the case will be conducted until the issue of arbitrability has been decided.

10.4.5 The decision of the arbitrator shall be, within the limits herein prescribed, final and binding upon the parties in the dispute.

#### 10.5 Arbitration Procedures

##### 10.5.1 Issues

The arbitrator shall hear evidence on the issue or issues that were submitted to arbitration.

If the parties do not agree on a submission agreement, the arbitrator shall frame the issue(s) by referring to the grievance records at Steps 1, 2 and 3.

#### 10.5.2 Award

The arbitrator shall submit a written award, with supporting findings, to each party as soon as practicable after submission.

#### 10.5.3 Representation

A grievant may represent himself at all stages of this procedure or, at the grievant's option, and with Association concurrence, be represented by the Association. If the grievant is not represented by the Association or its representative, the Association shall have a right to submit written responses at each step of the procedure.

#### 10.5.4 Costs of Arbitration

The fees and expenses of the Arbitrator shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them. Unless the parties agree to share the expenses, the cost of the services and expenses of a court reporter shall be paid by the party requesting same.

#### 10.5.5 Election of Remedies

By filing a grievance and processing it beyond Step 3, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by Article 10. The processing of a grievance beyond Step 3 shall constitute an express election on the part of the grievant that the arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provision of 10.54 to preclude the enforcement of an arbitration award in any court of competent jurisdiction.

## ARTICLE 11: District Rights

- 11.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to:

Determine its organization; Direct the work of its employees, Determine the times and hours of operation; Determine the kinds and levels of services to be provided, and the methods and means of providing them; Establish its educational policies, goals and objectives; Insure the rights and educational opportunities of students; Determine staffing patterns; Determine the number and kinds of personnel required; Maintain the efficiency of District operation; Determine the curriculum; Build, move or modify facilities; Establish budget procedures and determine budgetary allocation; Determine the methods of raising revenue; Take action in the event of an emergency - examples:

Act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure, or energy crisis; and Hire, classify, assign, transfer, reassign, evaluate, promote, terminate and discipline unit members.

- 11.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms and policies are in conformance with the law.

## ARTICLE 12: Association Rights

### 12.1 Right to Represent

The Association shall have the right to represent members of the unit in employment relations with the District.

### 12.2 Right to Associate

The District and Association recognize the right of employees to form, join and participate in the activities of the Association and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

### 12.3 Rights of Access, Communication, and Use of Facilities

The Association shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, mail boxes, and other means of communication, and the right to use District facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in the Public Employment Relations Act.

- (a) Access - Persons not members of the school staff who wish to come to the school site for Association matters during the school day shall notify the site administrator for his/her permission. Such permission shall be given unless the visit would cause interruption in the educational process.
- (b) Communication - The Association shall be entitled to post notices of Association concern on a staff bulletin board in an area frequented by teachers in each school complex. The Association shall be entitled to the use of regular inter-school delivery services and mailboxes for communication to employees regarding matters which involve the Association, and they shall be identified as to their origin. An Association representative shall be responsible for intra-school distribution of said communications, and no cost shall be imposed on the District for such communications. A copy of general distribution Association material shall be sent to the principal or designee at time of posting or delivery.
- (c) Use of Facilities - The Association may use school facilities for meetings when involved unit members are not on duty, subject to approval of the principal. Such approval shall be granted unless such meetings conflict with previously scheduled use of such facilities or the buildings are otherwise unavailable for use. Such meetings shall not interfere with the service of the employee or the school program.
- (d) The District shall allow the Association to install a phone at the work site of the Association President. The District shall not be obligated for any expense for such a phone. The actual location of the phone shall be determined by the principal and the president.

### 12.4 Employee Names

The employer shall provide the Association with names and addresses of all bargaining unit

personnel no later than October 15 of each school year and of all bargaining unit personnel employed after September 30 of each year within thirty (30) days of employment.

## 12.5 Association Dues and Fees

12.5.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of Association membership dues, fees and general assessments of the Association. The amount of such dues, fees and assessments shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the District shall deduct one-tenth of such dues from the regular salary warrant of the unit member each month for ten consecutive months, from September 30. Deductions for unit members who sign such authorizations after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

12.5.2 With respect to all sums deducted by the District pursuant to Section 12.6, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. Any changes in dues deductions or deductions for Association-related benefits shall be made only through the Association office by written authorization.

12.5.3 Upon appropriate written authorization from the unit member, the District shall deduct from the pay warrant of the unit member and make appropriate remittances for annuities, credit union, savings, bonds, charitable donations, or any other plans or programs approved by the Association and the Board of Trustees.

12.6 The Association shall receive a total of twenty (20) days per year, in full day increments, at Association discretion, for Association business, subject to prior notice to the District and provided sick leave is not used in connection with concerted activities. The Association shall reimburse the District for the cost of substitutes.

## 12.7 Faculty Advisory Committees

Each school site may form a Faculty Advisory Committee made up of 3-6 CVSTA bargaining unit members and the Principal to discuss and make suggestions to the Principal on issues affecting unit members on campus. The CVSTA representatives will be elected by CVSTA members at that school site.

- The committee will schedule monthly meetings.
- All committee members may place items on the agenda.
- Written summaries from the committee will be distributed to the staff.

- The committee can recommend waiving provisions of the contract for up to one year. Written waiver requests and supporting rationale must be provided to CVSTA and the District in a timely fashion. CVSTA and the District reserve the right to approve/disapprove waiver requests.

#### 12.8 Superintendent's Advisory Committee

The Superintendent shall periodically meet with a Superintendent's Advisory Committee to discuss issues affecting the District or school sites. CVSTA representatives will include the CVSTA President and one certificated staff person from each school site.

#### 12.9 Employee Rights – Organizational Security

The District and the Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative rights of employees to refuse to form, join, participate in employee organizations.

12.9.1 Accordingly, membership in the Association shall not be compulsory. A unit member has the right to choose, either: to become a member of the Association; or, to pay to the Association a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in Section 12.13, below.

#### 12.10 Unit Members' Obligation to Exclusive Representation

A bargaining unit member who does not fall within one of the exempted categories as set forth in Section 12.16, below, and who has not voluntarily made application for membership in the Association within the sixtieth (60th) day following either the date upon which this Agreement is executed or the date upon which said employee has been formally hired by the District as a bargaining unit employee, whichever date is later, must pay annually to the Association a representation fee in accordance with Education Code 45061 in exchange for representation services necessarily performed by the Association in conformance with its legally imposed duty of fair representation on behalf of said unit member who is not a member of the Association

#### 12.11 Definition of Representation Fee

The Representation fee collected from non-Association unit members pursuant to Section 12.10 above shall not exceed an amount equal to the Association's (CVSTA/CTA/NEA) annual dues for representing such unit members.

#### 12.12 Prorated Representation Fee

Bargaining unit members hired during the school year shall pay a prorated representation fee. Such pro-rata share shall be based upon the number of days of actual scheduled services for a school year as compared with the number of days available for full-time employment in the school year. Any fraction of a month shall be conducted as a full month. Part-time, non-exempt bargaining

unit members shall pay a prorated representation fee on the basis of said employee's annual salary as compared with the same annual salary for a comparable full-time employee.

## 12.13 Employee Exempted From Obligation To Pay Association

No unit member shall be required to join the Association or to make an agency fee payment if the unit member is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations.

12.13.1 Such exempt unit member shall, as an alternative to payment of a representation fee to the Association, pay an amount equivalent to such representation fee to:

- (a) The United Way; or
- (b) The Children's Hospital; or
- (c) Any charity designated by the Association.

12.13.2 The Association, upon written request, may require such exempt unit member to submit a written affidavit to the Association verifying the existence and nature of the allowable objection to payment of a representation fee. In addition, the Association may require such exempt unit member to submit proof of payment of an amount equivalent to such representation fee to one of the alternative funds or organization listed above.

## 12.14 Payment Method

Any unit members who are not exempt from payment under Section 12.13 above may pay annually the properly-determined representation fee directly to the Association.

12.14.1 As an alternative to the direct payment method, a unit member may voluntarily sign and deliver to the District a written assignment authorizing deduction of the properly established representation fee as defined in Section 12.13 above, subject to the conditions set forth elsewhere in this Agreement for payroll deductions. Upon voluntary authorization duly completed and executed, the District will deduct from the pay of unit members and pay to the Association the normal and regular monthly representation fee.

12.14.2 In the event that a unit member who is not exempted from payment under Section

12.13 does not voluntarily sign and deliver to the District an authorization pursuant to Section 12.13, or pay annually the representation fee directly to the Association pursuant to Section 12.10, the Association may request in writing that the District deduct from the pay of the unit member and pay to the Association the normal and regular monthly representation fee without the approval of the unit member pursuant to Education Code 45061. Prior to making a request for the District to Involuntarily deduct the representation fee from any unit member's pay, the Association shall notify the unit member of the request. The District shall be obligated to make such deductions as requested by the Association.

12.15 The District is under no obligation to make payroll deductions for periods during which a unit member is either terminated from active employment or not on the District's active payroll for any reasons, including, but not limited to, layoff and voluntary leave of absence for more than thirty (30)

days. Upon the rehiring of any unit member, or upon the recalling of a unit member from layoff status, the District will resume or initiate dues or representation fee deductions for such member only upon a valid dues/representation fee deduction authorization as defined herein.

## 12.16 Obligation of Parties

12.16.1 District's Obligations - The District's sole and exclusive obligations under this Article are to notify any unit member who has failed to comply with the provisions of this Section that, such unit member must either become an Association member, pay a representation fee, either through voluntary or involuntary deductions, or establish an exempt status and make payment pursuant to provisions of Section 12.13.1 of this Agreement, and to make payroll deductions pursuant to Section 12.14.1 of this Agreement. It is the express intention of the parties to utilize the remedies provided for in Education Code Section 45061 for enforcing this Article.

12.16.2 Association Obligations - The Association shall be responsible for requiring unit members to fulfill obligations defined herein and to collect any representation fees which may be due and payable to the Association in consideration for its services as the exclusive representative of unit employees.

## 12.17 Hold Harmless Provision

The Association and/or its parent organizations CTA and NEA agree to indemnify and hold harmless from any and all liability and pay all legal fees and legal cost incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation; and shall have the exclusive right to decide representation and to determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, tried or appealed.

12.18 The District shall not deduct money specifically earmarked for ABC, PAC or other political activities unless such deduction is affirmatively, separately and specifically authorized in writing by the unit member.

12.19 The CVSTA President will be released from 40% of his/her assignment in order to participate in district/school meetings, educate/train staff, visit school sites, improve community relations, and perform other functions necessary for carrying out his/her duties.

12.20 The District shall develop and deliver tentative budgets to department chairs by June 1 of the preceding school year.

12.21 All bargaining unit members shall receive notice of the subjects and positions that they will be assigned to no later than the end of the semester preceding the semester of their assignment, or two weeks prior, whichever is earlier. The notification in the spring for the fall semester shall be tentative and may be changed by the District based on the District's needs.

12.22 Each classroom teacher shall be given written notification by October 15 for fall semester and February 15 for the spring semester of any and all special programs or circumstances (including



but not limited to RSP, English Language Learners, special education, health issues, any Education Code section 49079 issue, etc.) for each student enrolled in the teacher's class.

- 12.23 CVSTA may name all teacher members of any committee created to address bargaining subjects (e.g. benefits, safety, budget.)
- 12.24 The District shall publish and post on the District's website a directory including the names, titles, telephone extensions, fax numbers, and e-mail addresses of all site staff. The District will use its best efforts to publish the directory before the end of October each year.

## **ARTICLE 13:        No Concerted Activities**

- 13.1    It is agreed and understood that there will be no strike, work stoppages, slow-down or picketing of the District by the Association, its officers, agents or unit members, including compliance with the request of other organizations to engage in such activity. This section shall apply during normal work hours and/or at times of scheduled adjunct duties.
- 13.2    The Association recognizes the duty and obligation of its representatives to comply with provisions of the Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, or picketing of the District by its officers, agents, or union members, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 13.3    It is understood that, in the event the Association violates this Article, the District shall be entitled to withdraw any rights, privileges, or services provided for in the Agreement from the Association.
- 13.4    Neither the submission of this proposal, nor its violation or expiration, shall prejudice the District's legal position that the above activities are or may be independent violations of the law and illegal notwithstanding this Article.

## **ARTICLE 14: Support of Agreement**

- 14.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before the Board of Trustees to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association or except under terms of the reopener provisions of Article 2 of this Agreement.
- 14.2 Individual school site may request waivers from this Agreement and/or Board Policies subject to the following guidelines:
  - 14.2.1 A formal written proposal shall be presented to the active unit members at the affected site by one or more active unit members assigned to the affected site, including the duration of the proposed waiver.
  - 14.2.2 Unit members at the site shall vote on the proposal in a secret ballot election, to be conducted and supervised by two members of the Association Executive Board. A vote of approval by at least two-thirds of the voting unit members assigned to the site shall be required for the process to continue to the next step.
  - 14.2.3 The approved formal proposal shall be presented to and reviewed by the CVSTA Executive Board and the Superintendent. The CVSTA Executive Board and the Superintendent shall meet together to review the proposal.
  - 14.2.4 If both parties approve the proposal, the CVSTA Executive Board must obtain formal approval from the CVSTA Representative Council.
  - 14.2.5 If the waiver is approved by the CVSTA Representative Council and the Board of Education, it shall be implemented. If implemented, it shall be valid for one year unless otherwise stipulated in the initial proposal.

**ARTICLE 15:       Effect of Agreement**

- 15.1   It is understood and agreed that the specific provisions contained in this Agreement shall prevail over past District practices and procedures and over State laws to the extent permitted by State law.

**ARTICLE 16:        Completion of Meet and Negotiation**

- 16.1    During the term of this Agreement, and except as otherwise contained herein, the Association expressly waives and relinquishes the right to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

**ARTICLE 17:       Savings**

- 17.1     If any provision of this Agreement is held by a court of appropriate jurisdiction to be contrary to law then such provision or application will be deemed to be invalid to the extent required by such court decision, but all other provisions or applications of this Agreement shall continue in full force and effect.

**ARTICLE 18:        Discrimination**

- 18.1     Neither the District nor the Association shall unlawfully discriminate against any unit member in applying the specific provisions contained in this Agreement on the basis of race, religion, marital status, sex, national origin, age (as provided by State and Federal law), and/or disability. The parties shall attempt to resolve any grievances filed under this section internally. However, in the absence of resolution, this provision shall not be subject to arbitration under the grievance procedure contained in this Agreement if an administrative remedy is available under state and/or federal law.
- 18.2     Neither the district nor the Association shall unlawfully discriminate against unit members on the basis of participation or non-participation in Association activities.

## ARTICLE 19:       Health and Safety Conditions

- 19.1     A joint CVUHSD/CVSTA committee shall be established to develop school site procedures that will address safety and working conditions on each campus. These procedures will be completed/reviewed by December 1st of each school year. That report should be sent to both the Superintendent and the CVSTA office.
- 19.1.1   The Committee shall establish policy and procedures to address safety and working conditions on each campus. These conditions include but are not limited to:
- Security
  - Violence
  - Health issues
  - Indoor air pollution
  - Derelict conditions of campus
  - Disaster preparedness
  - Working ventilation systems
  - Mold inspections
  - Vermin infestation
  - Working, sanitary and accessible restrooms
- 19.2     Upon notification, the District shall eliminate or correct any unsafe or hazardous condition.
- 19.3     The District shall pay unit members for days lost due to an emergency or natural disaster to the extent that the District receives additional funding for those days from the State of California.
- 19.4     Site administration shall provide class coverage for teachers in times of medical necessity, as required by law.



## ARTICLE 20:       Complaints Against Unit Members

- 20.1     A complaint by a parent, community member, student, or non-administrative/non-supervisory employee of the District which may negatively affect a unit member's evaluation and/or lead to disciplinary action shall be reported to the unit member by the District within twenty (20) working days following the receipt of the complaint.
- 20.1.1   This article does not apply to complaints for which separate procedures or policies are provided such as complaints concerning discrimination & sexual harassment. This article also does not apply to complaints concerning incidents which have been referred to another governmental agency for investigation or action.
- 20.2     Parents, community members, and district employees shall attempt to orally resolve concerns with unit members personally before submitting formal written complaints with the District. If the complainant does not wish to resolve the matter orally or directly with the unit member, the complainant may submit a written complaint to the unit member's immediate supervisor and follow the procedures set forth below in Sections 20.3.1. et seq.
- 20.3     If the complaint is not or cannot be resolved at the informal level (Article 20.2), the complainant may submit the complaint in writing to the unit member's immediate supervisor.
- 20.3.1   A written complaint must include the name of the unit member(s) involved and a brief actual summary of the complaint, including approximate time(s), date(s), place(s) and names of any person who might have information about the complaint.
- 20.3.2   The Principal, or his/her designee, or the employee's immediate supervisor shall investigate the complaint and, where appropriate, attempt to resolve the complaint with the parties. The Principal, his/her designee, or the employee's immediate supervisor will advise all concerned parties if the complaint is satisfactorily resolved.
- 20.4     If either party is not satisfied with the disposition of the complaint under Article 20.3.2, the party may within ten (10) working days of being notified of the proposed disposition, submit a written notice to the Principal requesting him/her to forward the complaint and any accompanying reports to the Superintendent or his/her designee.
- 20.4.1   The Superintendent or designee will review the complaint and accompanying materials and render a final administrative determination.
- 20.5     If a written complaint is placed in the unit member's personnel file, the unit member may attach a written response that shall be placed along with the complaint in the unit member's file. Nothing in this article shall be constructed as limiting or expanding any unit member's right to initiate a grievance pursuant to the terms of this Agreement. To the extent appropriate, the District and the Association may agree to waive any step of the grievance procedure to avoid duplication of effort.

## ARTICLE 21: Peer Assistance and Review (PAR)

The District and Association will establish and maintain a program to provide assistance to teachers who are in need of or desire peer support and/or professional growth. The program will be called "The Peer Assistance and Review Program" (or "The PAR Program") and will provide assistance in subject matter knowledge, maintaining a suitable learning environment, and/or teaching methods in order to increase student achievement.

### 21.1 PAR Panel

- 21.1.1 The PAR Panel shall consist of five (5) members, two (2) of whom shall be selected by the District and three (3) of whom shall be selected by certificated classroom teachers through a process established by the Association. Both parties retain the right to replace their own representatives. Both the District and the Association will appoint one alternate representative for the purpose of replacing a regular panel member who is unable to attend a meeting(s).
- 21.1.2 Effective September 2001, the term of office for teacher members on the Panel shall be three years.
- 21.1.3 The Par Panel shall meet four (4) times each school year, unless additional meetings are determined necessary by a vote of three (3) PAR Panel members. Such meetings may take place during the regular workday, for which teacher PAR Panel members shall be released without loss of compensation. To meet, three (3) PAR panel members must be present. Teacher members of the PAR Panel will receive an annual stipend of \$4,500.
- 21.1.4 The PAR Panel shall work toward reaching consensus on all decisions; however, if no consensus is reached, a majority vote will prevail.

### 21.2 PAR Panel Responsibilities:

The PAR Panel is responsible for:

- 21.2.1 Establishing its own rules and procedures, including the method for selection of a person. The Rules and Procedures shall be consistent with the provisions of this Agreement, Board Policies, District Regulations, and the Education Code.
- 21.2.2 Distributing, at the beginning of each school year, a summary of the adopted rules and procedures to all unit members and administrators; Adding rules and procedures to faculty handbooks and make them available as handouts for start of school.
- 21.2.3 Establishing and submitting a proposed annual budget for the PAR Program to the Board of Trustees. The PAR Panel shall refrain from taking any actions that might exceed the Board approved annual budget.
- 21.2.4 Coordinating training to meet the needs of the program and its participants.

- 21.2.5 Sending written notification of participation in the PAR program to Participating Teachers.
  - 21.2.6 Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the PAR budget, and other relevant considerations.
  - 21.2.7 Establishing rules and procedures for selecting Consulting Teachers.
  - 21.2.8 Selecting and assigning Consulting Teachers to Participating Teachers. The PAR Panel will also determine the appropriate caseload for each Consulting Teacher.
  - 21.2.9 Preparing guidelines for Consulting Teachers and their activities.
  - 21.2.10 Reviewing Assistance Plans and assessment reports prepared by Consulting Teachers.
  - 21.2.11 Evaluating the impact of the PAR program on an annual basis and making recommendations to CVSTA and the District for improvement.
  - 21.2.12 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program, including forwarding the names of Referred Participating Teachers to the Governing Board prior to April 15th of each school year, who, after sustained assistance, are unable to demonstrate satisfactory improvement.
  - 21.2.13 Maintaining confidentiality regarding the PAR Panel proceedings and assessment plan reports prepared by consulting teachers to the extent required by law.
- 21.3 Consulting Teachers
- 21.3.1 Qualifications
- A consulting teacher is a permanent certificated teacher who provides assistance to a Participating Teacher under the PAR Program established in this Agreement. Consulting Teachers shall possess the following minimum qualifications:
- 21.3.1.1 At least four (4) years of recent classroom teaching experience in the District.
  - 21.3.1.2 Demonstrated exemplary teaching ability based on the criteria contained in the California Standards for the Teaching Profession.
  - 21.3.1.3 Demonstrated knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
  - 21.3.1.4 Ability to communicate effectively both orally and in writing.
  - 21.3.1.5 Ability to work cooperatively and effectively with others.

### 21.3.2 Appointment Process & Responsibilities

- 21.3.2.1 The number of Consulting Teachers shall be determined by the PAR Panel, based upon participation in the PAR Program, the available budget, and other relevant considerations. Models for Consulting Teacher positions may include full-time, part-time, and/or extra duty assignments
- 21.3.2.2 Notice of Consulting Teacher openings shall be posted at each school site for a period of not less than ten (10) workdays. In addition to submitting an application form, each applicant is required to submit at least three references from individuals (preferably at least one supervising administrator) who have direct knowledge of the applicant's abilities to be a Consulting Teacher.
- 21.3.2.3 Consulting Teachers shall be selected by the PAR Panel after at least one teacher and one District representative on the PAR Panel have conducted a site visitation and a classroom observation.
- 21.3.2.4 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, shall assist the Participating Teacher.
- 21.3.2.5 Consulting Teachers can be released from regular duties without loss of compensation when necessary to carry out their responsibilities during the school day. The term of a Consulting Teacher shall be one year (1) which may be extended by the PAR Panel for one consecutive term. Consulting Teachers shall be paid a stipend of \$2,000. The PAR Panel may remove a Consulting Teacher from the position at any time because of inadequate performance and/or other reasons that serve the best interests of the PAR Program.

### 21.4 PAR Program

- 21.4.1 Volunteer Participating Teacher: A Volunteer Participating Teacher is a classroom teacher who has requested the assignment of a Consulting Teacher for peer assistance. The PAR Panel shall accept Volunteer Participating Teachers to the PAR Program based on available Consulting Teachers after completing all Referred Participating Teacher assignments, the PAR budget and other relevant considerations.
  - 21.4.1.1 Classroom teachers, who have not been referred to the PAR Program, may volunteer to participate. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher.
  - 21.4.1.2 Oral communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and shall not be shared with the Participating Teacher's evaluator or the PAR Panel, without the written consent of the volunteering teacher.
- 21.4.2 Professional growth and development will be another dimension of the PAR program available for voluntary participating teachers. An application should be made to the PAR panel with the proposed scope of work, the defined goals, a plan that supports sustainable professional growth (i.e. CTSP and curriculum standards) not limited to but including peer collaboration. A final report will be provided to the PAR panel to share the work completed.

- 21.4.3 Referred Participating Teacher: A Referred Participating Teacher is a permanent classroom teacher who receives either an "Unsatisfactory" or "Needs Improvement" rating in his/her final evaluation in the areas of subject matter knowledge, teaching methods, and/or maintaining a suitable learning environment. A Referred Participating Teacher shall be evaluated in the succeeding year and shall participate in the District's PAR Program.
- 21.4.3.1 On or before June 1<sup>st</sup>, the Assistant Superintendent of Human Resources shall send copies of all "Unsatisfactory" or "Needs Improvement" evaluations to the PAR Panel.
- 21.4.3.2 On or before the last day of school, the PAR Panel shall provide written notification to the Participating Teacher of the Participating Teacher's placement in the PAR Program for the next school year.
- 21.4.3.3 On or before October 1<sup>st</sup>, the Consulting Teacher, the Participating Teacher and the Participating Teacher's evaluator shall meet to review the specific teaching/instructional areas identified as unsatisfactory or needing improvement in the Participating Teacher's final evaluation. An assistance plan shall be developed between the Consulting Teacher and the Participating Teacher.
- 21.4.3.3.1 The assistance plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities in the teaching/instructional areas identified as unsatisfactory and/or needing improvement in the final evaluation. Consulting Teachers shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- 21.4.3.3.2 During the assistance plan period, the Consulting Teacher and the Participating Teacher's evaluator shall maintain a cooperative relationship and consult with each other on the peer assistance and review process and the Participating Teacher's progress.
- 21.4.3.4 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic interim reports to the Referred Participating Teacher, his/her evaluator, and the PAR Panel for discussion and review.
- 21.4.3.5 On or before April 15<sup>th</sup>, the Consulting Teacher shall complete a final report of the Referred Participating Teacher's participation in the assistance plan. The review shall identify the areas needing improvement, the assistance provided to the Participating Teacher and assessment of the results of the assistance, including a statement whether the Participating Teacher satisfactorily achieved the scope of work of the assistance plan. The final report shall be provided by Consulting Teacher to the PAR Panel, Participating Teacher and evaluator. The Participating Teacher shall sign the report acknowledging receipt and shall have the right to submit a written response to the PAR Panel within ten (10) workdays from the receipt of the report.

21.4.3.6 On or before May 1st, the PAR Panel shall submit to the Governing Board the names of Participating Teachers who, after sustained assistance, were unable to demonstrate satisfactory improvement in the PAR Program.

21.4.3.7 Before the end of the school year, the final report and related documentation prepared by the Consulting Teacher shall be made available for placement in the personnel file of the Referred Participating Teacher receiving assistance.

## 21.5 General Provisions

21.5.1 The PAR Program shall be contingent upon the continuation of State funding.

21.5.2 Nothing herein shall be interpreted as limiting the authority of the Governing Board or District to initiate any form of discipline against the Participating Teacher at any time consistent with the law and this Agreement.

21.5.3 The provisions of the PAR Program may be revised by written mutual consent of the District and the Association.

21.5.4 The provisions of Article 21 shall not be subject to the grievance procedure contained in this Agreement. Complaints alleging violation of the PAR procedures contained herein shall be submitted directly to the PAR Panel for review and response.

21.5.5 The District shall defend and hold harmless individual PAR Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under the PAR program as required by the California Government Code.

21.5.6 Consulting Teachers shall not be considered management or supervisory employees as defined under the Educational Employment Relations Act.

21.5.7 All documents issued under the PAR Program shall be considered personnel records subject to the personnel record exemption of the California Public Records Act to the extent permitted by law.

## **ARTICLE 22: Unit Member Discipline**

- 22.1 The District shall have the right to suspend individual unit members without pay for up to fifteen days per year for just cause.
- 22.2 Concepts of "progressive discipline" and "disparate treatment" shall be generally applicable.
- 22.3 In imposing suspension, the District will not take into account any prior acts or omissions which occur more than four years preceding the date of the statement of charges giving rise to the suspension.
- 22.4 The District shall notify the affected unit member and the Association of any contemplated suspension. The notice shall contain a specific statement of the charge(s) and a statement of the act(s) and omission(s) upon which the charge(s) is based. The notice of suspension shall be issued no later than forty-five calendar days (excluding the period between May 15th and September 15th, pursuant to California Education Code Section 44936) following the last act or omission by the unit member contained in the notice which resulted in the statement of charges. The suspension shall be implemented in accordance with the timeline prescribed by the district in the notice, subject to Section 22.5 below.
- 22.5 Any suspension of a unit member shall be preceded by written notice of the right to appeal said action by filing a grievance as provided in Article 10 of this Agreement. Any dispute arising out of this Article may be submitted to final and binding arbitration pursuant to Article 10 of this Agreement, provided the unit member files a written appeal with the District Personnel Office within ten working days from the date of service of the Statement of Charges. Any proposed suspension against the unit member under this Article shall be stayed until the arbitrator's decision is rendered, unless any of the causes for suspension under Education Code Section 44939 exist, or the unit member's immediate suspension is deemed appropriate by the District for the Safety and welfare of students and/or staff.
- 22.6 Suspension without pay under this Section shall not be regarded as a precondition for any other form of disciplinary action against a unit member not prohibited by law, including but not limited to, dismissal and notice of non-reelection.
- 22.7 Suspension without pay under this Article shall not reduce or deprive the unit member of available health benefits.

## ARTICLE 23: Personnel Files

- 23.1 All files of unit members that may affect the evaluation of unit members and/or lead to disciplinary action shall be maintained under the following conditions:
- 23.1.1 All materials placed in a unit member's personnel file shall be available to the unit member, at his/her request for inspection. The unit member may be accompanied by a representative, if he/she so desires, while reviewing the file.
  - 23.1.2 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain a copy of materials in a unit member's personnel file.
  - 23.1.3 Materials originating from a parent, student, and/or community member, and pertinent to a unit members conduct, service, character, and/or personality shall not be placed in a unit member's personnel file unless the unit member has had an opportunity to read the material and rebut it. Anonymous documents, letters, or other materials will not be included in a unit member's personnel file. A complaint by a parent, community member, student, or non-administrative/non-supervisory employee of the District which may negatively affect a unit member's evaluation and/or lead to disciplinary action shall be reported to the unit member by the District within twenty (20) workdays following the receipt of the complaint.
    - 23.1.3.1 This article does not apply to complaint for which separate procedures or policies are provided such as complaints concerning discrimination and sexual harassment. This article also does not apply to complaints concerning incidents, which have been referred to, or are the subject of an investigation by, another governmental agency.
- 23.2 No evaluations, correspondence and/or other material containing derogatory references to a unit member's competence, character, and/or manner shall be kept or placed in his/her personnel file without the unit member's knowledge.
- 23.3 Unit members shall be given the opportunity to prepare and have attached to all file copies a response to any derogatory material that may be kept or placed in his/her personnel file. Such responses will remain part of that file until such time as the derogatory material is removed from the file.
- 23.4 Material containing allegation determined to be untrue or not founded in fact will not be included in a unit member's personnel file.



**APPENDIX A**  
**CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**  
**EXTRA COMPENSATION SCHEDULE**  
**2011-2014**

<b>Position</b>	<b>Work Day</b>	<b>Compensation</b>
Athletic Director	Regular Teaching Assignment: Teach 3 Periods	11.3% of Step 5-Column II annually
Head Coach Football	Regular Teaching Assignment: Teach 5 Periods	8.3 % of Step 5 –Column II annually
Head Coach All Others	Regular Teaching Assignment: Teach 5 Periods	7.3 % of Step 5 –Column II annually
All Asst. Coaches	Regular Teaching Assignment: Teach 5 Periods	6.3 % of Step 5 –Column II annually
Intramural	Regular Teaching Assignment: Teach 5 Periods plus Lunch-time sports program	\$1,124.00 per semester.

Head Coaches who supervise three or more assistant coaches will receive \$225.00 additional for that sport.

Head Coaches in CIF Play-offs will receive an additional \$170.00 per week. Assistant Coaches in CIF Play-offs will receive an additional \$135.00 per week.

<b>Position</b>	<b>Work Day</b>	<b>Compensation</b>
Activities Director	Regular Teaching Assignment: Teach 3 Periods Including at least 1 period of Student Council	11.3% of Step 5-Column II annually
Band Director	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Band	7.0 % of Step 5 –Column II annually
Drama Production	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Drama <i>Two major drama productions annually</i>	6.3 % of Step 5 –Column II annually
Choral Director	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Choral	6.3 % of Step 5 –Column II annually
Dance	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Dance	6.3 % of Step 5 –Column II annually
Journalism	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Journalism	6.3 % of Step 5 –Column II annually
Yearbook	Regular Teaching Assignment: Teach 5 Periods Including at least 1 period of Yearbook	6.3 % of Step 5 –Column II annually

Pep Squad	Regular Teaching Assignment: Teach 5 Periods	7.3% of Step 5-Column II annually
Drill Team	Regular Teaching Assignment: Teach 5 Periods	7.3 % of Step 5 –Column II annually

#### REGULATIONS GOVERNING PAYMENT FOR ADDITIONAL ASSIGNMENTS:

1. Unit members shall be given preference in filling athletic activities assignments in accordance with Education Code 44919, provided the unit member first applied for the position and is otherwise qualified under the applicable criteria established by the District for the position.
2. The district will advertise all coaching and extra duty assignments internally for five (5) workdays, and accept applications up to the start of the interview process. The Association and District agree to work together to waive this regulation in emergency situations.
3. To qualify for the additional pay schedule:
  - (a) The Band Director shall direct the band at athletic events, including performances on the field and shall lead the band in at least two parade competitions and such other school events as arranged with the principal.
  - (b) The Choral Director must direct at least one performance the first semester and two performances the second semester outside of regular school hours and such other school events as arranged with the principal.
  - (c) The Director of the Drill Team shall direct the Drill Team at athletic events, including performances on the field, shall direct in at least two parade competitions and such other school events as arranged with the principal.
  - (d) The Sponsor of the Pep Squad shall supervise the squad at all athletic events where the band and drill team appear and such other events as arranged with the principal.
  - (e) The Dance Director must direct at least one public performance outside of regular hours and such other school events as arranged with the principal.
4. Payment will be made at the end of each activity. If the activity covers the entire year, payment will be made at the end of each semester in equal amounts.

Position	Work Day	Compensation
Department Chairs 6 to 20 Sections	Regular Teaching Assignment: Teach 5 Periods	4% of Regular Salary
Department Chairs 21 to 39 sections	Regular Teaching Assignment: Teach 5 Periods	7% of Regular Salary
Department Chairs with 40 or more sections	Teach 4 Periods – 1 Period for Dept. Management	7% of Regular Salary
Bilingual Resource Chairperson	Teach 3 periods 2 periods for Dept. Management	6% of Regular Salary

Work Experience/ROP Coordinator	Work Experience – 1 Period ROP Coordinator / Teacher of Record	Hired pre-July 1, 2006: 378 Minute Day on Salary Schedule D Hired on or after July 1, 2006: 420 Minute Day on Salary Schedule D
ELD Coordinator Fewer than 200 students	Regular Teaching Assignment: Teach 4 Periods; 1 period of release time for coordinator duties; 1 prep period	8% of Regular Salary
ELD Coordinator 200 or more students	Regular Teaching Assignment: Teach 4 Periods; 1 period of release time for coordinator duties; 1 prep period	10% of Regular Salary
Academy Coordinator	Regular Teaching Assignment: Teach 4 Periods; 1 period of release time for coordinator duties; 1 prep period	8% of Regular Salary
Academy Leadership Team	Regular Teaching Assignment: Teach 5 Periods; 1 prep period	4% of Regular Salary
AVID Coordinator	Regular Teaching Assignment: Teach 5 Periods; 1 prep period	8% of Regular Salary
Career Academies Coordinator	Subject to Grant Provisions (Not in violation of Contract)	Subject to Grant Provisions
Title I Computer Lab Coordinator	6 Period in the Computer Lab/ Management/Resource	378 Minute Day on Salary Schedule D
Teacher on Assignment	See Section 4.1.1	Salary Schedule D
Site Categorical	See Section 4.1.1	Salary Schedule D
Project Facilitator	See Section 4.1.1	Salary Schedule D
Psychologist	See Section 4.1.1	Salary Schedule D
DIS Counselor	See Section 4.1.1	Salary Schedule D
Special Ed Program Specialist	See Section 4.1.1	Salary Schedule D
Program Facilitator	See Section 4.1.1	Salary Schedule D
Counselors	See Section 4.1.1	Salary Schedule D
District Nurse	See Section 4.1.1	Salary Schedule D

Section 4.1.1 Duty day for unit members on salary schedule D of Appendix A, unless otherwise noted, shall be 420 minutes (excluding a 35-minute duty free lunch).

**SALARY SCHEDULE "A"**

**CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT  
CERTIFICATED SALARY SCHEDULE  
EFFECTIVE JULY 1, 2013**

		Columns 3-5 Require Preliminary or Clear Credential			
I	II	III	IV	V	
EMERG OR PRE- INTERN	INTERN OR PRELIMINARY OR CLEAR CREDENTIAL	BA/BS + 45 UNITS OR MA	BA/BS + 60 UNITS OR BA + 45 INCL MA	BA/BS + 75 UNITS OR BA + 60 INCL MA	
1	\$43,523	\$50,201	\$50,698	\$51,162	\$54,243
2	\$45,781	\$50,740	\$51,442	\$53,428	\$56,612
3	\$48,044	\$51,821	\$52,622	\$55,767	\$58,986
4	\$50,312	\$51,821	\$54,913	\$58,112	\$61,344
5	\$52,576	\$54,072	\$57,258	\$60,469	\$63,682
6		\$56,399	\$59,593	\$62,808	\$66,054
7		\$58,730	\$61,993	\$65,154	\$68,410
8		\$61,058	\$64,275	\$67,505	\$70,768
9		\$63,376	\$66,614	\$69,854	\$73,137
10		\$65,704	\$68,945	\$72,207	\$75,493
11		\$68,030	\$71,274	\$74,553	\$77,852
12		\$70,361	\$73,619	\$76,895	\$80,226
13			\$76,121	\$79,510	\$82,953
18			\$78,712	\$82,214	\$85,772
23			\$81,387	\$85,009	\$88,688
28			\$84,153	\$87,899	\$91,705

Approved: June 25, 2013  
Revised: September 10, 2014

**SALARY SCHEDULE "B"**  
**CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**  
**EFFECTIVE JULY 1, 2013**

**ROTC**  
**SALARY SCHEDULE**

ROTC Instructors / No Bachelors' Degree	
Step 1	\$42,089
Step 2	\$44,192
Step 3	\$46,398
Step 4	\$51,157
Step 5	\$53,715
Step 6	\$56,401
Step 7	\$59,220
Step 8	\$62,184
Step 9	\$65,290
Step 10	\$75,052*
Step 11	\$71,983
Step 12	\$75,583

\*SALARY RAISED TO COMPLY WITH ARMY RATE

Approved: March 11, 2014  
Revised: March 26, 2014

**SALARY SCHEDULE "C"**  
**CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**  
**EFFECTIVE JULY 1, 2013**  
**ADULT EDUCATION**  
**SALARY SCHEDULE**

Step 1	\$34.54
Step 2	\$37.73
Step 3	\$40.44
Step 4	\$44.44
Step 5	\$45.63
Step 10	\$46.80
Step 15	\$47.99
Step 20	\$49.16
Step 25	\$50.34

Approved: March 11, 2014  
Revised: March 26, 2014

**CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT  
SALARY SCHEDULE  
7-HOUR EMPLOYEES  
EFFECTIVE JULY 1, 2013**

		<b>Columns 2-5 Require Internship, Preliminary or Clear Credential</b>			
<b>I</b>		<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
<b>BA/BS EMERG PERMIT</b>		<b>INTERN OR PRELIMINARY OR CLEAR CREDENTIAL</b>	<b>BA/BS + 45 UNITS OR MA</b>	<b>BA/BS + 60 UNITS OR BA + 45 INCL MA</b>	<b>BA/BS + 75 UNITS OR BA + 60 INCL MA</b>
<b>1.</b>	<b>\$49,942</b>	<b>\$57,606</b>	<b>\$58,177</b>	<b>\$58,706</b>	<b>\$62,243</b>
<b>2.</b>	<b>\$52,532</b>	<b>\$58,225</b>	<b>\$59,030</b>	<b>\$61,308</b>	<b>\$64,942</b>
<b>3.</b>	<b>\$55,130</b>	<b>\$58,845</b>	<b>\$60,383</b>	<b>\$63,992</b>	<b>\$67,685</b>
<b>4.</b>	<b>\$57,731</b>	<b>\$59,464</b>	<b>\$63,012</b>	<b>\$66,684</b>	<b>\$70,392</b>
<b>5.</b>	<b>\$60,329</b>	<b>\$62,045</b>	<b>\$65,702</b>	<b>\$69,387</b>	<b>\$73,074</b>
<b>6.</b>		<b>\$64,718</b>	<b>\$68,382</b>	<b>\$72,070</b>	<b>\$75,797</b>
<b>7.</b>		<b>\$67,391</b>	<b>\$71,135</b>	<b>\$74,761</b>	<b>\$78,499</b>
<b>8.</b>		<b>\$70,062</b>	<b>\$73,754</b>	<b>\$77,461</b>	<b>\$81,206</b>
<b>9.</b>		<b>\$72,723</b>	<b>\$76,439</b>	<b>\$80,156</b>	<b>\$83,925</b>
<b>10.</b>		<b>\$75,395</b>	<b>\$79,112</b>	<b>\$82,856</b>	<b>\$86,627</b>
<b>11.</b>		<b>\$78,063</b>	<b>\$81,786</b>	<b>\$85,549</b>	<b>\$89,334</b>
<b>12.</b>		<b>\$80,738</b>	<b>\$84,476</b>	<b>\$88,237</b>	<b>\$92,059</b>
<b>13</b>			<b>\$87,350</b>	<b>\$91,238</b>	<b>\$95,187</b>
<b>18</b>			<b>\$90,320</b>	<b>\$94,338</b>	<b>\$98,422</b>
<b>23</b>			<b>\$93,390</b>	<b>\$97,548</b>	<b>\$101,769</b>
<b>28</b>			<b>\$96,565</b>	<b>\$100,863</b>	<b>\$105,230</b>
<b>COUNSELORS</b>					
<b>DIS COUNSELORS</b>					
<b>PSYCHOLOGISTS</b>					
<b>PROJECT FACILITATORS</b>					
<b>TEACHERS ON ASSIGNMENT</b>					
<b>WORK EXPERIENCE COORDINATORS</b>					

Approved: March 11, 2014  
Revised: September 9, 2014

## APPENDIX B

### Centinela Valley Union High School District

#### *Goals for Classroom Teacher Evaluation*

**Deadlines:**

- Evaluation Notification by 3<sup>rd</sup> week of school
- Goals and Initial Conference by November 1<sup>st</sup>

Name \_\_\_\_\_ Evaluator \_\_\_\_\_

School \_\_\_\_\_ Permanent \_\_\_\_ Probationary \_\_\_\_ Temporary \_\_\_\_

Courses Taught \_\_\_\_\_ Credential Authorization \_\_\_\_\_

Indicate your goals for each of the California Standards for the Teaching Profession. The attached sheet identifies the specifics for each standard.

#### I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING

#### II. CREATING AND MAINTAINING AN ENVIRONMENT CONDUCIVE TO STUDENT LEARNING

#### III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING



IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

V. ASSESSING STUDENT LEARNING

VI. DEVELOPING AS A PROFESSIONAL EDUCATOR (*NOT PAR RELATED*)

Teacher Signature \_\_\_\_\_ Date \_\_\_\_\_

The California Standards for the Teaching Profession provide the basis for evaluation of teaching competency. The CVSTA contract incorporates the teaching evaluation process based on the standards. Peer Assistance and Review (PAR) provides assistance to teachers who are in need or desire peer support and/or professional growth. Teachers who receive a final evaluation that indicates "Unsatisfactory" or "Needs Improvement" will be placed in the PAR Program for the following school year.

Should you require additional space, please staple your attachment to this document.

Distribution:	Evaluatee	Evaluator	Personnel
---------------	-----------	-----------	-----------

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT

OBSERVATION REPORT

Date:

Evaluatee's Name:

School:

Credential Authorization:

STATUS:

☐

Permanent

☐

Probationary

☐

Temporary

Evaluator:

Title:

Course Observed:

Number Present:

Grade Level:

Time of Observation:

From:

To:

Rating:

N/A = Not Applicable

N/O = Not Observed

O = Observed

I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	N/A	N/O	OBSERVED
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			
1-6 Other			

Comments:

<b>II. CREATING AND MAINTAINING ENVIRONMENTS FOR STUDENT LEARNING</b>	<b>N/A</b>	<b>N/O</b>	<b>OBSERVED</b>
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			
2-7 Other			

Comments:

<b>III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>	<b>N/A</b>	<b>N/O</b>	<b>OBSERVED</b>
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			
3-6 Other			

Comments:

<b>IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>	<b>N/A</b>	<b>N/O</b>	<b>OBSERVED</b>
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			
4-6 Other			

Comments:

<b>V. ASSESSING STUDENT LEARNING</b>	<b>N/A</b>	<b>N/O</b>	<b>OBSERVED</b>
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 assessments to guide instruction			
5-5 Communicating with students, families, and other audiences about student progress			
5-6 Other			

Comments:

Comments:

Evaluatee's Name: \_\_\_\_\_

Summary Comments:

Evaluatee Signature \_\_\_\_\_ Evaluator's Signature \_\_\_\_\_ Observation conference held on: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The evaluatee's signature does not constitute endorsement of the observer's notations, but is an acknowledgement that discussion has taken place.

Peer Assistance and Review (PAR) provides assistance to teachers who are in need or desire peer support and/or professional growth. Teachers who receive a final evaluation that indicates "Unsatisfactory" or "Needs Improvement" will be placed in the PAR Program for the following school year.

Distribution:	Evaluatee	Evaluator	Personnel
---------------	-----------	-----------	-----------

*Centinela Valley Union High School District*

*Classroom Teacher Self-Evaluation*

Name \_\_\_\_\_ Evaluator \_\_\_\_\_

School \_\_\_\_\_ Permanent \_\_\_\_\_ Probationary \_\_\_\_\_ Temporary \_\_\_\_\_

Courses Taught \_\_\_\_\_ Credential Authorization \_\_\_\_\_

Evaluate your progress in meeting your goals.

**I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING**

**II. CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

**III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

**IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS**

**V. ASSESSING STUDENT LEARNING**

**VI. DEVELOPING AS A PROFESSIONAL EDUCATOR**

Teacher Signature\_\_\_\_\_ Date\_\_\_\_\_

The California Standards for the Teaching Profession provide the basis for evaluation of teaching competency. The CVSTA contract incorporates the teaching evaluation process based on the standards. Peer Assistance and Review (PAR) provides assistance to teachers who are in need or desire peer support and/or professional growth. Teachers who receive a final evaluation that indicates "Unsatisfactory" or "Needs Improvement" will be placed in the PAR Program for the following school year.

Should you require additional space, please staple your attachment to this document.

Distribution:	Evaluatee	Evaluator	Personnel
---------------	-----------	-----------	-----------

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT  
FINAL EVALUATION FOR CLASSROOM TEACHERS

Deadline: May 15th

Date:

Evaluatee's Name:

School:

Credential Authorization:

STATUS:

☐

Permanent

☐

Probationary

☐

Temporary

Evaluator:

Title:

Courses Taught:

Rating:

E = Exemplary S = Satisfactory

N = Needs Improvement

U = Unsatisfactory

I. ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	E	S	N	U
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				
1-6 Other				
ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING: Overall Evaluation				

Comments:



<b>II. CREATING AND MAINTAINING ENVIRONMENTS FOR STUDENT LEARNING</b>	<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>
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				
2-7 Other				
<b>CREATING AND MAINTAINING ENVIRONMENTS FOR STUDENT LEARNING: Overall Evaluation</b>				

Comments:

<b>III. UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>	<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>
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				
3-6 Other				
<b>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING: Overall Evaluation</b>				

Comments:

<b>IV. PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>	<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>
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				
4-6 Other				
<b>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS: Overall Evaluation</b>				

Comments:

<b>V. ASSESSING STUDENT LEARNING</b>	<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>
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 assessments to guide instruction				
5-5 Communicating with students, families, and other audiences about student progress				
5-6 Other				
<b>ASSESSING STUDENT LEARNING: Overall Evaluation</b>				

Comments:

<b>VI. DEVELOPING AS A PROFESSIONAL EDUCATOR</b>	<b>E</b>	<b>S</b>	<b>N</b>	<b>U</b>
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 practice				
6-5 Working with colleagues to improve professional practice				
6-6 Other				
<b>DEVELOPING AS A PROFESSIONAL EDUCATOR:</b> Overall Evaluation				

Comments:

Summary Comments:

Comments by Evaluatee:

Overall Rating: ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory

Evaluator's Recommendation: Exemplary Teacher \_\_\_\_\_ Same Form \_\_\_\_\_ PAR \_\_\_\_\_

Teachers who receive a final evaluation that indicates “Exemplary” in three of the six areas will be recommended for the Exemplary Teacher Evaluation Process.

Peer Assistance and Review (PAR) provides assistance to teachers who are in need or desire peer support and/or professional growth. Teachers who receive a final evaluation that indicates “Needs Improvement” in two of the first five areas will be placed in the PAR Program for the following school year. Teachers who receive a final evaluation that indicates “Unsatisfactory” in one of the first five areas will be placed in the PAR Program for the following school year.

Evaluator’s Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Evaluatee’s Acknowledgement: I have read this evaluation, but my signature does not necessarily signify agreement. I understand that I may attach a written statement to this evaluation.

Evaluatee Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Distribution:                      Evaluatee                      Evaluator                      Personnel

*Centinela Valley Union High School District*  
*Exemplary Classroom Teacher Evaluation Plan*

**Deadlines:**

- Evaluation Notification by 3<sup>rd</sup> week of school
- Goals and Initial Conference by Nov. 1<sup>st</sup>
- Self Evaluation April 15<sup>th</sup>
- Final Evaluation May 15<sup>th</sup>

Name \_\_\_\_\_ Evaluator \_\_\_\_\_

School \_\_\_\_\_

Courses Taught \_\_\_\_\_ Credential Authorization \_\_\_\_\_

This form is designed for use with permanent teachers whose prior evaluations indicate outstanding/exemplary performance. The use of this form shall be by mutual agreement of the evaluator and evaluatee. Information on this form may not be used to reflect adversely upon the unit member.

The evaluatee and evaluator will mutually agree on the professional improvement goal(s) and the objective(s) for student achievement.

PROFESSIONAL IMPROVEMENT GOAL(S)

OBJECTIVE(S) FOR STUDENT ACHIEVEMENT

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Courses Taught

\_\_\_\_\_  
Grade Levels

\_\_\_\_\_  
Date

*Centinela Valley Union High School District*

*Exemplary Classroom Teacher Evaluation Plan*

**Monitoring Conference**

Date: \_\_\_\_\_

Indicate to what extent the goal(s) and objective(s) have been met.

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Teacher's Signature

[ ] Check here if information/documentation is attached.

END OF YEAR TEACHER COMMENTS

END OF YEAR ADMINISTRATOR ASSESSMENT

Evaluator's Recommendation: Same Form\_\_\_\_ Standard Classroom Teacher\_\_\_\_ PAR\_\_\_\_

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Courses Taught/Grades

\_\_\_\_\_  
Date

**This form will become part of the teacher's personnel file. The teacher has the right to respond in writing and to have that response attached to the evaluation.**

[ ] Check here if the teacher has submitted a written response.

**Distribution:**

**Evaluatee**

**Evaluator**

**Personnel**

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT  
NON-CLASSROOM TEACHER EVALUATION

**Deadlines:**

- Evaluation Notification by 3<sup>rd</sup> week of school
- Goals and Initial Conference by Nov. 1<sup>st</sup>
- Self Evaluation April 15<sup>th</sup>
- Final Evaluation May 15<sup>th</sup>

Date:

Evaluatee's Name:

School:

Credential Authorization:

STATUS:

☐

Permanent

☐

Probationary

☐

Temporary

Evaluator:

Title:

Courses Taught:

Write an implementation Plan/Activity for the following areas:

I. Objectives – List three (3) specific objectives to be mutually agreed to by the evaluator and evaluatee

A.

B.

C.

**II. ASSESSMENT**

- A. Gathers necessary data regarding individual students/programs.
- B. Monitors assessment of students.
- C. Evaluates student achievement/program effectiveness.
- D. Other: \_\_\_\_\_
- E. Comments:

**III. CONSULTATION**

- A. Consults with teachers and other professionals in relation to specific classroom and/or students' concerns.
- B. Consults with parents as a result of referral from family or school personnel.
- C. Participates in the Student Study Team IEP process as appropriate.
- D. Other: \_\_\_\_\_
- E. Comments:

**IV. COORDINATION:**

- A. Coordinates with school counseling programs as appropriate.
- B. Participates in transition and articulation processes i.e. feeder district and post high school programs.
- C. Coordinates services with other individual agencies, public, private, regarding individual cases and school or district needs.
- D. Other: \_\_\_\_\_
- E. Comments:



**V. COUNSELING (Counselors/Psychologist only)**

- A. Effectively assesses, prepares case studies, presents data and confers with all professionals involved.
- B. Counsels individuals and groups of students.
- C. Provides crisis intervention.
- D. Consults with outside individuals and agencies, organizations, both public and private, regarding individual cases.
- E. Other: \_\_\_\_\_
- F. Comments:

**VI. PROFESSIONAL RESPONSIBILITY**

- A. Meets basic work expectations (promptness, attendance, record keeping, etc.)
- B. Demonstrates responsibility in communicating student progress.
- C. Effectively resolves issues.
- D. Continuing professional growth and development in last two years.
- E. List of conferences and presentations.
- F. Completes all reports accurately and in a timely manner.

Overall Rating: ☐ Satisfactory      ☐ Needs Improvement      ☐ Unsatisfactory

Evaluator's Signature \_\_\_\_\_

Evaluatee's Signature \_\_\_\_\_

Distribution:                      Evaluatee                      Evaluator                      Personnel

CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT  
NON-CLASSROOM TEACHER SELF-EVALUATION

**Deadlines:**

- Evaluation Notification by 3<sup>rd</sup> week of school
- Goals and Initial Conference by Nov. 1<sup>st</sup>
- Self Evaluation April 15<sup>th</sup>
- Final Evaluation May 15<sup>th</sup>

Date:

Evaluatee's Name:

School:

Credential Authorization:

STATUS:

☐

Permanent

☐

Probationary

☐

Temporary

Evaluator:

Title:

Courses Taught:

Evaluate your progress in meeting your goals:

I. OBJECTIVES

II. ASSESSMENT

III. CONSULTATION

IV. COORDINATION

V. COUNSELING (Counselors / Psychologists only)

VI. PROFESSIONAL RESPONSIBILITY

Evaluator's Signature \_\_\_\_\_

Distribution:                      Evaluatee                      Evaluator

Evaluatee's Signature \_\_\_\_\_

Personnel

Board Approval: May 13, 2014

Tentative Certificated Calendar

[illegible]

\* = LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220

Holiday	Date in 14-15	Day of Week	Day or date each year
Independence Day	July 4	Friday	July 4
Labor Day	Sept. 1	Monday	1 <sup>st</sup> Mon. in Sept.
Veterans Day	Nov. 11	Tuesday	Nov. 11
Thanksgiving Day	Nov. 27	Thursday	4 <sup>th</sup> Thurs. in Nov.
Christmas Day	Dec. 25	Thursday	Dec. 25
New Year's Day	Jan 1 <sup>st</sup>	Thursday	Jan 1 <sup>st</sup>
Martin Luther King, Jr. Day	Jan 19	Monday	3 <sup>rd</sup> Mon. in Jan.
Lincoln Day	Feb. 13	Friday	Feb. 12
Washington Day	Feb. 16	Monday	3 <sup>rd</sup> Mon. in Feb.
Memorial Day	May 25	Monday	Last Mon. in May

X = LOCAL HOLIDAY PER EDUCATION CODE 37220.(13)

November 24, 25, 26 & 28  
December 15, 2014 – Jan 2, 2015  
March 27, 2015  
March 30 – April 3, 2015

Thanksgiving Holiday  
Winter Break  
Cesar Chavez Holiday  
Spring Break

Teacher Work Day (no students)  
Staff Development Day (no students)  
Students first/last day of school  
Minimum Day  
Day of the Teacher Recognition

1<sup>st</sup> Quarter: Oct 24, 2014  
2<sup>nd</sup> Quarter: Jan 22, 2015  
3<sup>rd</sup> Quarter: April 10, 2015  
4<sup>th</sup> Quarter: June 12, 2015

$$\begin{array}{ccccc} = & = & = & = & = \\ W & \text{SD} & \star & m & m^T \end{array}$$

1Q  
2Q  
3Q  
4Q

[illegible]

**CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT**  
**Tentative Certificated Calendar**  
**(ADULT EDUCATION ONLY)**  
**2014-2015**

Board Approval: May 13, 2014

	FIRST WEEK					SECOND WEEK					THIRD WEEK					FOURTH WEEK					Days Taught
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri	
JULY 1 – JULY 18						July NW-1	July NW-1	July NW-1	July NW-1	July NW-1	Summer Starts 7	8	9	10	11	14	15	16	17	18	8
JULY 21 – AUGUST 15	21	22	23	24	NW 25	28	29	30	31	Aug NW-1	4	5	6	7	8	11	12	13	14	15	16
AUGUST 18 – SEPTEMBER 12	18	19	20	21	NW 22	25	26	27	28	29	Sept NW-1*	2	3	4	5	8	9	10	11	12	12
SEPTEMBER 15 – OCTOBER 10	15	16	17	18	19	22	23	24	25	26	29	30	Oct 1	2	3	6	7	8	9	10	20
OCTOBER 13 – NOVEMBER 7	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	Nov 3	4	5	6	7	20
NOVEMBER 10 – DECEMBER 5	10	11	12	13	14	17	18	19	20	21	NW 24	NW 25	NW 26	NW 27	X 28	Dec 1	2	3	4	5	14
DECEMBER 8 – JANUARY 2	8	9	10	11	12	15	16	17	18	19	NW 22	NW 23	NW 24	NW 25	NW 26	NW 29	NW 30	NW 31	Jan NW-1*	NW 2	5
JANUARY 5 – JANUARY 30	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	19
FEBRUARY 2 – FEBRUARY 27	Feb 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	18
MARCH 2 – MARCH 27	March 2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	19
MARCH 30 – APRIL 24	NW 30	NW 31	Apr NW-1	Apr NW-2	NW 3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	15
APRIL 27 – MAY 22	27	28	29	30	May 1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	20
MAY 25 – JUNE 19	25	26	27	28	29	June 1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	19
JUNE 22 – JUNE 26	22	23	24	25	26																5
																					Total 210

**\* LEGAL HOLIDAY PER EDUCATION CODE SECTION 37220**  
 Veteran's Day Nov. 11, 2014  
 Thanksgiving Day Nov. 27, 2014  
 Martin Luther King, Jr. Day Jan. 19, 2015  
 Lincoln Day Feb. 13, 2015  
 Washington Day Feb. 16, 2015  
 Memorial Day May 25, 2015

**X LOCAL HOLIDAY PER EDUCATION CODE 37222/79020**  
 Thanksgiving Holiday November 26 & 28, 2014  
 Cesar Chavez Holiday March 27, 2015

**Teacher Non-Work Day**  
 Summer Break July 1, 2014-July 4, 2014  
 Winter Break August 21, 2014 - September 1, 2014  
 Spring Break December 15, 2014 - January 2, 2015  
 March 30 - April 3, 2015

## APPENDIX D

Centinela Valley Union High School District

### Maximum Class Size Waiver

Date: \_\_\_\_\_ Site: ☐ Hawthorne ☐ Lawndale ☐ Leuzinger ☐ Lloyd

School Year: \_\_\_\_\_ Period: \_\_\_\_\_ Term: ☐ S1 ☐ S2 ☐ Q1 ☐ Q2 ☐ Q3 ☐ Q4

Teacher Name: \_\_\_\_\_ Section #: \_\_\_\_\_

Course Title: \_\_\_\_\_ Course Code: \_\_\_\_\_

Student Name: \_\_\_\_\_ ID: \_\_\_\_\_

According to the collective bargaining agreement, class size cannot exceed thirty-six (36) students (fifty (50) students for PE classes) without the teacher's written consent.

The counseling office is requesting your permission to enroll ONE (1) additional student in your period \_\_\_\_\_ class.

Please indicate your approval or denial of this request by checking the appropriate box and providing your signature below.

☐ I consent to the enrollment of an additional student in my class, making the total number of enrolled students to be \_\_\_\_\_.

☐ I do not consent to the enrollment of an additional student in my class.

Teacher's Name: \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

For Office Use Only

Administrator's Signature: \_\_\_\_\_

Date Received: \_\_\_\_\_ Date Entered: \_\_\_\_\_

Dated: February 18, 2014

CVUHSD

Chandrian  
Benie "Kong"  
Butt CF  
[Signature]  
Kant Hacker

CVSTA

Jack Foreman  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**TENTATIVE AGREEMENT**  
**February 18, 2014**

Having met and negotiated in good faith, the parties agree to the following in resolution of negotiations for the 2013/2014 school year:

**Article 3: Compensation:**

Effective July 1, 2013, Salary Schedules A, B, C and D shall be increased by one percent (1%); effective July 1, 2013, Salary Schedules A, B, C and D shall be increased by an additional four point one percent (4.1%).

Beginning July 1, 2014, Steps 15, 20, 25 and 30 on Salary Schedules "A" and "D" shall be changed to 13, 18, 23 and 28.

**Article 5: Health and Welfare Benefits:**

Article 5, section 5.2 shall be modified as specified below:

- 5.2 The District's combined basic medical contribution and supplemental reimbursement annual maximum for additional health benefit coverage shall not exceed the following annual maximums:

Active Full-Time Unit Members:	\$4500 (effective July 1, 2006)
	\$5000 (effective July 1, 2007)
	\$6000 (effective July 1, 2009)
	\$6450 (effective January 1, 2012)
	\$7050 (effective July 1, 2013)
	<u>\$10000 (effective July 1, 2014)</u>

Retirees Hired Prior to July 1, 1993 and retiring before July 1, 2006	\$3808.00
--	-----------

Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2006 and June 30, 2007	\$4308.00
--	-----------

Retirees Hired Prior to July 1, 1993 and retiring between June 30, 2007 and June 30, 2009	\$4808.00
---	-----------

Retirees Hired Prior to July 1, 1993 and retiring between June 30, 2009 and June 30, 2011	\$5808.00
---	-----------

Retirees Hired Prior to July 1, 1993 and retiring between July 1, 2011 and June 30, 2013	\$6258.00
--	-----------

Retirees Hired Prior to July 1, 1993 and retiring between June 30, 2013 and December 31, 2013	\$6858.00
---	-----------



Retirees Hired Prior to July 1, 1993  
and retiring after December 31, 2013 \$9808.00

Retirees Qualifying for Medicare

Reimbursement equal to supplemental Medicare coverage.

5.7 Waiver of Health Benefit

Effective July 1, 2014, the District will pay a ~~\$750~~ \$1,000 stipend once a year to bargaining unit members who choose to waive their medical benefits (does not include dental, vision, or life insurance).

**Article 8: Class Size:**

~~8.4.4 Upon request by the District, CVSTA agrees to reopen negotiations within ten (10) calendar days of such request to discuss increased class size limitations and other options for addressing the changing fiscal needs of the District with particular consideration to the probability of mid-year cuts due to the terms and conditions of the 2011/2012 State Budget.~~

**Article 9: Evaluation Procedures:**

Beginning on or about April 29, 2013, the parties agreed to convene a joint committee comprised solely of management and CVSTA representatives (majority of which are CVSTA bargaining unit members) to review the evaluation procedure contained in the current collective bargaining agreement; to research alternative evaluation procedures; and to make recommendations to the parties' negotiating teams.

The committee was convened as agreed upon and, on or about January 30, 2014, Principal Mike Ono presented, on behalf of the committee, to the bargaining teams, recommendations for modifying the current evaluation procedure including but not limited to 1) new timelines, 2) new forms, and 3) new content standards.

The parties hereby agree, in lieu of the current evaluation procedure provided in Article 9, to test the proposed evaluation procedure through a two-year pilot program to be implemented at all CVUHSD school sites beginning July 1, 2014, and expiring on June 30, 2016. Attached hereto and incorporated herein as if fully set forth below, are the documents reflecting the evaluation procedures, including forms and content standards, which will apply for the duration of the pilot program.

The attached evaluation procedure shall automatically expire at the end of the day on June 30, 2016, and Article 9 shall apply beginning July 1, 2016, unless negotiated otherwise by the parties.


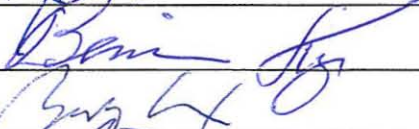

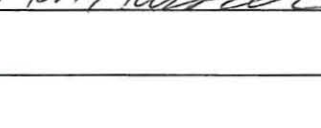
CVSTA representatives will be invited to participate in the training provided to site leadership on the pilot program.

Bargaining unit members shall be evaluated under the piloted program following their current evaluation schedule.

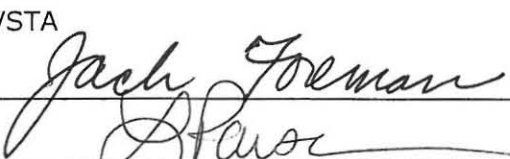

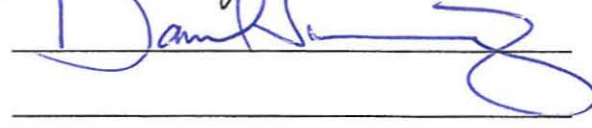
Except as expressly provided otherwise herein, the remainder of Articles 3, 5, 8 and 9 shall remain unchanged.

Dated: February 18, 2014

CVUHSD

CVSTA

Evaluation Task Force



Together  
Everyone  
Achieves  
More

Evaluation Procedure  
Presented by: Mike Ono

Evaluation Task Force: Vanessa Morris, Lawndale, Jeff Hromodka, Leuzinger, Veronica Gutierrez, Hawthorne, Howard Ho, Leuzinger, and Stephen Nellman, Lloyd

Procedure:

I met with members of the task force regarding our current evaluation process. It was a candid conversation. I asked a few questions about procedure and about the effectiveness of the evaluation process. I also requested recommendations that would allow for a fair teacher evaluation that was teacher and administrative friendly.

Our Next Steps:

- Whole group meeting Tuesday, December 3<sup>rd</sup> @ LZ
- Identifying common recommendations
- Looking at other evaluations and what we utilize to make a positive and meaningful document
- Possibly have a rough draft to share before the next negotiation date

Possible Final Draft:  
Late January or Early February

## Evaluation Procedure Centinela Valley Union High School District

### Teachers

#### Concerns, Comments and Recommendations:

- Forms – too objective
- Administrators not completing the process
- Administration not always been there throughout the process
- Administrators just having teachers sign the document
- Inconsistent – depends on administrator
- Feedback usually one sided – not a conversation during the meeting
- \* • Immediate feedback
  - Copy of the evaluation
- \* • Feedback is disappointing —
  - Should be an observation to support teachers
  - The forms need to be meaningful and less subjective
  - Evidence based
  - Should not be a one-time observation
  - Help guide new teachers to create effective change
  - Needs to be honest
- • Anytime evaluation tool —
  - Teachers feel disappointed
  - Teachers want to be pushed or challenged
- \* • Rubric
  - Point system – difficulty of the class
- \* • Documents aligned w/teacher standards
- \* • Documents aligned w/National Board certification
  - Evaluation needs to reflect over a period of time – from start of a unit to completion – evidence provided to support student learning
- \* • Co-evaluator regarding a struggling teacher
  - Assessment – teacher evidence (Three forms – benchmark, teacher summative and project based)
  - Evidence - Student work *prove learning is happening*
  - Possibly placing the document online with drop boxes
  - Accountability for administrators
  - Exemplary teacher ~>
  - Videotaping ~> *helpful for the teacher to see themselves in action*

→ 1st part of unit  
mid " "  
last " "

Evaluations must be  
\* Fair + meaningful \*

## Administration

### Concerns, Comments and Recommendations:

- School Wide Goals with goal conference
- Teacher Goals evidence based
- Goal must be measurable
- Goal must be mutually agreed upon
- Multiple Visits
- Lesson Plan presented prior to formal observation identifying students who are SPED and ELL explaining differentiated instruction strategies
- Post observation meeting
- \* • Administrator accountability when observation is incomplete
- Inconsistency *must be consistent District-wide*
- Responsibility of the principal for new or probationary teachers another administrator maybe second year
- \* • Include professional development for evaluators
- Add a professionalism piece – meetings, back to school and open house participation, adjunct duties (activities), grade and attendance forms, IEP meetings, professional development
- \* • Testing Accountability – Performance assessment – Value added – *No CST as of now.*
- Exemplary – every two years
- Document aligned with teacher standards
- Document aligned with BTSA standards
- Pre-observation document – class profile
- Common core standards *new*
- Proving leaning behavior and evidence of learning
- Document needs to be rewritten – too subjective
- Videotaping teacher ??
- Lend itself to PAR
- Criteria PAR
- Rubric
- \* • Different forms for certain teachers (learning center, e2020 etc.)

*Draft*

## EVALUATION SYSTEM PHILOSOPHY

The core of the Centinela Valley Union High School District (CVHUSD) is the Teacher Performance Evaluation and Professional Development System. The collaboration between the teacher and administration, with the ultimate outcome aimed at improved student performance, improved teaching practice, and professional growth of teachers. Professional growth is essential to improving student achievement and evaluation of teaching practice is interconnected with professional growth.

The Centinela Valley Union High School District firmly believes that with clear guidelines, appropriate training, and support for professional development, teachers develop and maintain effective teaching practices that are designed to help all students learn. The philosophy of this system is to advance this purpose. To that end, this system is intended to support all teachers to be successful educators in the classroom and school community. Teachers working in partnership with administrators and with colleagues will:

- Set challenging goals
- Maintain high standards
- Demonstrate continuous professional improvement

Guided by the District's Mission that teachers become leaders and model our vision of excellence:

**The mission of the CVUHSD is to ensure the academic success of all students by implementing school to career academies to address all learning needs and choices, reflecting the industry careers in the South Bay.**

As a result of successful implementation of the district's Teacher Performance Evaluation and Professional Development System, all teachers will model:

- ❖ Complex Thinking
- ❖ Information Processing
- ❖ Effective Communication
- ❖ Collaboration/Cooperation
- ❖ Self-Directed Learning

In support of improving student achievement, the California Department of Education and the California Commission on Teacher Credentialing developed the California Standards for the Teaching Profession (CSTP). The CSTP are designed to guide teachers as they define and develop their teaching practice. The CVUHSD Teacher Performance Evaluation and Professional Development System is intended to support teachers in their professional growth, using the CSTP as guidelines.

In recognition of teachers, and in response to their individual needs, the CVUHSD Teacher Performance Evaluation and Professional Development System are designed to support, encourage, and evaluate the success of teachers. Teachers and evaluators will collaborate to establish a Professional Growth Plan (PGP) that meets the individual needs of the teacher.

Observations and classroom visitations allow administrators to observe the activities taking place in support of student achievement. In addition, observations ensure that teachers will have many opportunities to demonstrate their development toward aligning their teaching practice with the CSTP. This would be an appropriate opportunity for evaluators to request additional information.

The philosophy embodied in the CVUHSD Professional Growth System is that collaboration between teachers and their evaluators will improve teacher performance and stimulate professional growth. The result will be improved student achievement and greater success for everyone in our school community. The process will be meaningful and beneficial to the interest of students, teachers and administrators.

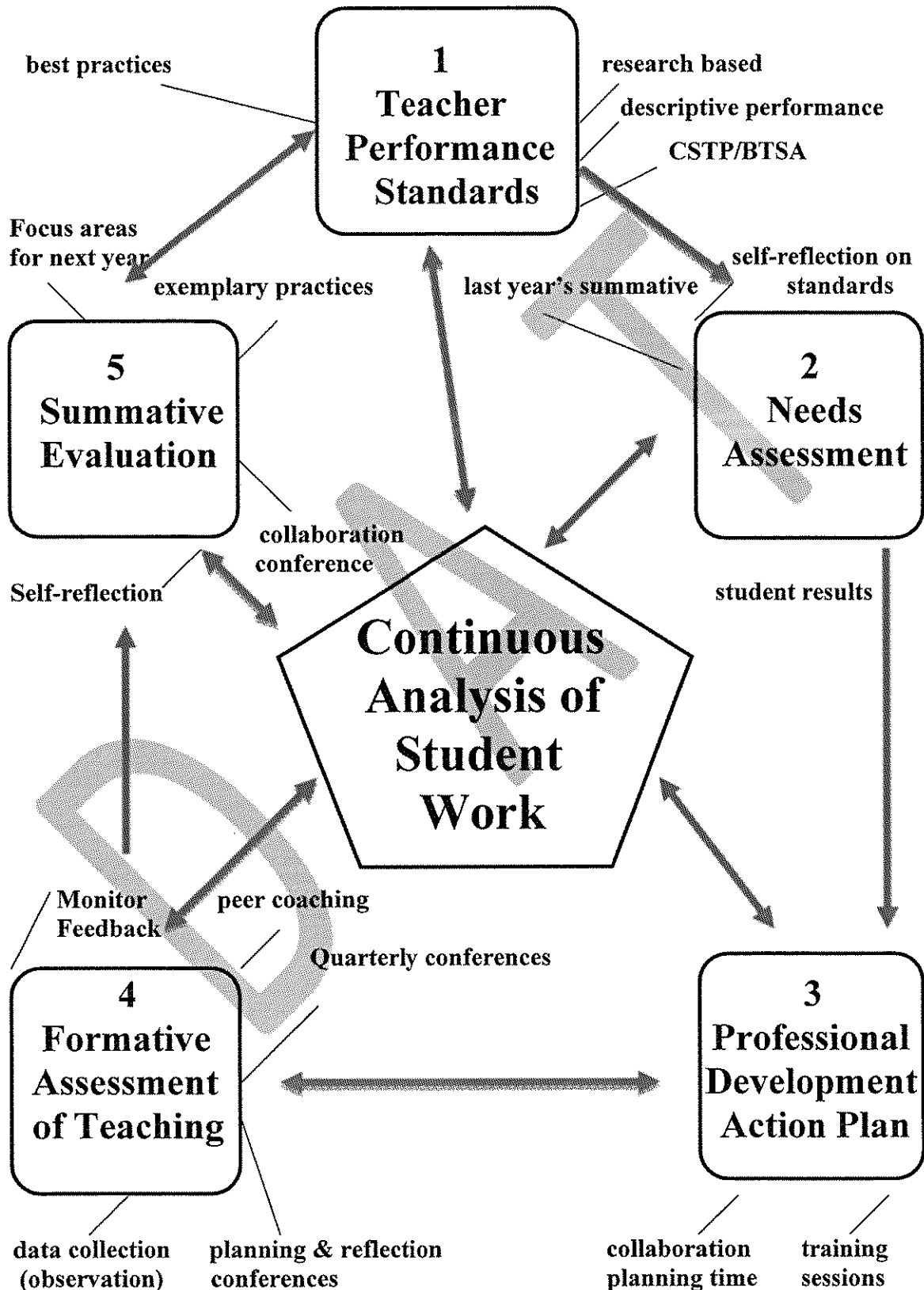
### **The Professional Growth System and Non-Teaching Certificated Members of the Collective Bargaining Unit**

Non-teaching certificated employees are to use this system, with all its elements. Those whom they support are to be considered their "students." Counselors, and teachers on special assignment use professional standards appropriate to their position. Refer to the Professional Growth System Supplemental Handbook for Non-Teaching Certificated Employees for additional information.



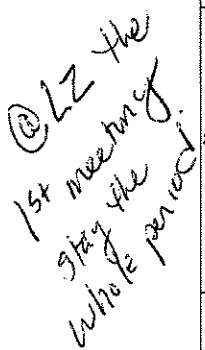
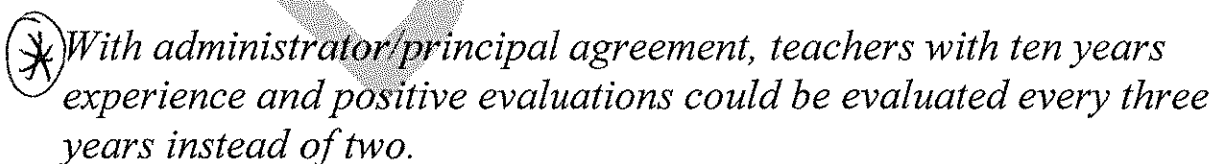
# Teacher Performance Evaluation and Professional Development System

## GOAL: IMPROVED STUDENT LEARNING



## ***REQUIRED TEACHER OBSERVATIONS***

<b>Tier</b>	<b>Type</b>	<b>Observations Per Year</b>
<i>Tier 1-</i>  Temporary/ Probationary	Formal Observation Informal Observation	2 <i>at minimum</i> 2 <i>at minimum</i>
<i>Tier 2- Standard</i>  Perm Teachers (every other year)	Formal Observation Informal Observation	1 ( <i>minimum</i> ) 2 <i>at minimum</i>
<i>Tier 2- Alternative</i>  Perm Teachers (must have 4 years <i>Successful</i> <i>teaching</i> )	Informal Observation	2 <i>at minimum</i>



## TEACHER PERFORMANCE EVALUATIONS 2014-15

### Administrator Responsibilities

August/September

- Present/Review Evaluation System
- Review criteria for alternative evaluations and every five year evaluations
- Discuss professional development activities – priorities and opportunities October
- Alternative evaluation project proposals reviewed and approved
- Complete first round of informal temporary/probationary observations
- Complete Professional Development Plan – Approved and Signed November
- Complete at least one informal observation for permanent teachers December/January
- Complete at least one formal observations for temporary/probationary teachers
- Complete mid-year conference and a formal written first evaluation summary for temporary/probationary teachers

February

- Continue informal observations of all teachers
- Complete at least one formal observation of permanent teachers
- Contact Assistant Superintendent, Personnel Services regarding Probation 1 and 2 teacher concerns
- Non-reelection discussions with Probation 1 and 2 teachers

March

- Continue informal observations of all teachers

April

- Collect/review year-end reports from permanent teachers completing alternative projects

May

- Complete second formal observations of temporary/probationary teachers and one formal observation of permanent teachers
- Complete Final Written Evaluation Summary for temporary, probationary and permanent teachers
- Complete final evaluation conferences including professional development goals for the following year
- ***Final evaluations must be completed and reviewed with the employee not later than 30 calendar days before the end of the student school year.***

June

- Submit original signed evaluations to Assistant Superintendent, Personnel Services

## **Tier I – Temporary, Probationary Teachers**

### **Observations 2 formal**

- Scheduled observation of a complete lesson
- Summarizes observation in writing
- Post conference with teacher

### **Observations 2 informal (*minimum*)**

- 20 minutes or less
- Brief written feedback

### **Observations**

- First Evaluation (January)
- Final Evaluation (May)

## **Tier II – Permanent Teachers**

### **Observations**

- 1 formal
- 2 informal (*minimum*)

### **Evaluation**

- Final Evaluation (May)

# TEACHER EVALUATION

## Tier 1 – Temporary or Probationary Teacher

### Purpose

Tier 1 is designed to provide teachers with a specific focus in their efforts to develop and strengthen their skills in teaching. The CVUHSD Teacher Standards reflect the goals and standards for teacher excellence and sound educational practice as prescribed in the California Standards for the Teaching Profession. These standards assure that quality education is provided for all students and offer an opportunity for continual professional growth for teachers.

### Eligibility

- Temporary employee
- Probationary employee

### Desired Evaluation Outcomes

- Student learning
- Instructional improvement
- Continued professional development
- Collegiality and collaboration
- Self-reflection

### Evaluation Process

The first evaluation is an opportunity for teacher and supervisor to reflect on progress to date, identify areas of strength and make recommendations for further growth.

Each formal written evaluation is an accumulation of data including, but not limited to:

- Classroom visitations
- Formal and informal observations
- Administrator/teacher post conferences
- Administrator/teacher dialogues and conferences
- Evidence/artifacts demonstrating progress toward teacher standards

The mid-year and final evaluation include a formal conference between teacher and supervisor.

# TEACHER EVALUATION

## Tier 2—Permanent Teacher

### Purpose

Tier 2 is designed to allow teachers and administrators the opportunity to establish goals and evaluation criteria which will promote student learning and instructional leadership. The goal of this process is to encourage teachers to continue their professional development through self-reflection and collaboration with peers and supervisor.

### Eligibility

- Permanent employee
- Continued evidence of successful completion of professional development plan
- Successful maintenance of all teacher performance standards

### Desired Evaluation Outcomes

- Increased student learning
- Instructional improvement
- Priority teacher standard(s) mutually agreed upon between teacher and supervisor
- Continued professional development
- Collegiality and collaboration
- Self-reflection

### Evaluation Process

The formal written evaluation is an accumulation of data over a year period including, but not limited to:

- Classroom visitations
- Formal and informal observations
- Administrator/teacher post conferences
- Administrator/teacher dialogues and conferences
- Evidence including CFA/artifacts/portfolio demonstrating progress toward priority standard

The final evaluation includes a formal summative conference between teacher and supervisor.

### Assistance Plan

An assistance plan is developed according to Peer Assistance Review guidelines for a teacher receiving an unsatisfactory summative evaluation.

# **TEACHER EVALUATION**

## **Tier 2—Alternative for Permanent Teacher**

### **Purpose**

The alternative evaluation process is designed as a positive experience for teachers who have a desire to develop their own professional growth process by exploring areas of learning that may not be addressed as effectively in a more traditional evaluation process.

### **Eligibility**

- Permanent teacher in CVUHSD (or minimum four (4) years consecutive of successful teaching in CVUHSD)
- A minimum of four (4) years successful teaching experience
- A mutually agreed upon project between teacher and supervisor

### **Desired Evaluation Outcomes**

- Increased student learning
- Instructional improvement
- Continued professional development
- Collegiality and collaboration
- Self-reflection

### **Project Portfolio Components**

- Connection to the District/Site Strategic Plan/Goals
- Reflective conferences with supervisor
- Data collection focused on student learning as appropriate
- Classroom visitations/feedback by peers and supervisor as appropriate
- Possibility for replication/dissemination of learning

### **Some examples might be:**

- In-depth study or project on special teaching/learning topics—Example: grading to standards
- Integration of technology into daily instruction
- Development and implementation of strategies to help students with special needs—differentiation projects
- Classroom Action Research—Example: implementing English Language Development Standards, field-testing curriculum or instructional strategies
- Curriculum development for self, site or district
- Advanced educational degree/certification
- Peer coaching program focused on district/site instructional priority
- In-depth service learning project
- Technology as a teaching resource—website construction

Teachers are encouraged to design their own project. Individual or collaborative team projects are encouraged.

### **2014-2014 DISTRICT GOAL**

**Every student makes significant yearly progress towards achieving appropriate and meaningful academic and essential life skills standards.**

**(Example)**

### **STRATEGIES FOR REACHING GOAL**

- 1. Every student is taught through a standards-aligned curriculum.**
- 2. Every employee achieves specific performance and professional development goals supporting student learning and organizational effectiveness.**
- 3. We create a safe, trustful environment in which resources are optimized and communications are respectful and informative.**

**(Example)**



# TEACHER PERFORMANCE STANDARDS

The Centinela Valley Union High School District Teacher Performance Standards are based on:

- *the California Standards for the Teaching Profession,*
- *the California Education Code requirements for teacher evaluation,*
- *current educational research on teaching and learning,*
- *the District's Goals focused on accountability for student learning and an on-going, in-depth system of professional development for all teachers.*

The Centinela Valley Union High School District Teacher Performance Standards describe the twenty-first century educator who models complex thinking, effective information processing, communication, collaboration and self-directed learning to guide all students.

These standards are inherently interrelated and represent a comprehensive view of teaching and learning. These standards are to be used by teachers to guide reflection about the relationship between student learning and teaching practice, and to guide continuous professional development throughout a teacher's career.

*It is the expectation that all district teachers will meet or exceed these teacher performance standards to maximize learning for every student in the district.*

## **GLOSSARY OF TERMS**

### **Teacher Evaluation Committee**

The following definitions will involve both teacher and immediate supervisor:

**BTSA: Beginning Teacher Support and Assessment Program:** comprehensive support program for beginning teachers (first and second year teachers new to the profession) *separate* from the teacher evaluation system.

**CFASST: California Formative Assessment and Support System for Teachers:** used by BTSA program participants *separate* from the evaluation process.

**CSTP: California Standards for the Teaching Profession:**

Standard 1: Engaging and Supporting All Students in Learning

Standard 2: Creating and Maintaining Effective Environments for Student Learning

Standard 3: Understanding and Organizing Subject Matter for Student Learning

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

Standard 5: Assessing Student Learning

Standard 6: Developing as a Professional Educator

**CLASSROOM VISITATION:** a formal or informal visit to a teacher's classroom by the supervisor to observe the teacher's attainment of standards and/or goals.

**CENTINELA TEACHER PERFORMANCE STANDARDS:** the performance criteria based on the CSTP that are used to assess teachers during teacher evaluation and as a basis for the formation of annual goals and professional growth plans. (See CSTP standards)

**DISTRICT CURRICULUM STANDARDS:** the adopted content standards that represent what students need to know and will be able to do.

**ELEMENT:** specific, critical components of each performance standard

**FINAL EVALUATION:** a written compilation of observations, attainment of teacher standards, and other relevant data. A conference is scheduled to review the year, progress towards completion of goals, further goal setting and continued growth. A written copy is given to the teacher.

**FORMAL OBSERVATION:** a scheduled observation of a lesson from start to finish. The lesson should be an authentic representation of work in progress. The supervisor provides a written summation and a post conference. The teacher receives a copy of the summation, adds a reflection and returns the signed copy.

**INFORMAL OBSERVATION:** an observation of no more than 20 minutes. The supervisor provides brief written feedback to the teacher.

**FIRST EVALUATION:** temporary and probationary teachers receive a written evaluation after being observed informally and formally.

**TEACHER STATUS:**

**TEMPORARY TEACHER:** teacher serving under a temporary contract.

**PROBATIONARY TEACHER:** a permanent teacher who has not completed two full years in probationary status.

**PERMANENT TEACHER:** teachers who have completed their probationary period and were employed the first day of the third year.

**TIER:** level at which the teacher is being evaluated.

# California Standards for the Teaching Profession

## STANDARD ONE:

### ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING

1. Building a caring community with and among students. .
2. Connecting learning to students' prior knowledge or backgrounds, life experiences and interests.
3. Linking subject matter to meaningful, real-life contexts.
4. Using a variety of instructional strategies and resources to engage all students.
5. Promoting critical thinking through inquiry, problem solving and reflection.
6. Creating a rigorous learning environment with high expectations and appropriate support for all students.

## STANDARD TWO:

### CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING

1. Creating a learning environment that engages all students, reflects diversity and encourages constructive and productive interactions among students.
2. Establishing and maintaining a physically, cognitively and emotionally safe learning environment.
3. Promoting social development and group responsibility in a climate where each student is treated fairly and respectfully.
4. Establishing, communicating and maintaining high standards for student behavior.
5. Developing and implementing group norms, classroom procedures, and routines to preserve a climate in which all students learn.
6. Using instructional time effectively.

## STANDARD THREE:

### UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING

1. Demonstrating knowledge of subject matter, academic content standards, and State curriculum frameworks.
2. Demonstrating/Applying knowledge of students' development and proficiencies to ensure student understanding of content.
3. Organizing curriculum to facilitate all students' understanding of the content through evidence-based instructional strategies.
4. Developing student understanding through evidence- based instructional strategies that are appropriate to subject matter for all students.
5. Using adopted curriculum materials, resources, and technologies to make subject matter accessible to all students.

# California Standards for the Teaching Profession

## STANDARD FOUR:

### PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS

1. Using knowledge of students' academic, linguistic, cultural and individual development to plan instruction.
2. Establishing and articulating goals based on academic content standards for student learning.
3. Designing short-term and long-term plans to support student learning.
4. Planning instruction that incorporates appropriate strategies to meet the diverse learning needs of all students.
5. Integrating assessment into planning for student learning.

## STANDARD FIVE:

### ASSESSING STUDENT LEARNING

1. Knowing the characteristics, uses, benefits and limitations of different types of assessments.
2. Collecting assessment data from a variety of sources and using these data to inform instruction.
3. Analyzing data, both individually and with colleagues, to monitor student learning and to plan, differentiate, and modify instruction.
4. Establishing learning goals, communicating those goals to students and families, and explaining how the goals relate to instruction.
5. Sharing assessment information to provide timely feedback to students and their families.
6. Involving all students in the cycle of self-assessment, goal setting and monitoring progress.
7. Using available technologies and resources to assist in assessment, analysis, and communication of student learning.

## STANDARD SIX:

### DEVELOPING AS A PROFESSIONAL EDUCATOR

1. Reflecting on teaching practice in support of student learning.
2. Establishing professional goals and engaging in continuous, purposeful professional growth and development.
3. Working with colleagues and the broader professional community to support teacher and student learning.
4. Working with families to support student learning.
5. Working with local communities to support student learning.

# Peer Assistance and Review Program

## INTENT

It is the intent of the parties to establish a teacher peer assistance and review ("PAR") system to improve the quality of instruction, teacher performance, and student achievement through professional development and peer assistance.

## AGREEMENT

It is the intent of the parties that this agreement satisfies Education Code section 44503(a). These procedures shall comply with current law and the existing agreement between CUTA and CUSD.

## IMPLEMENTATION

It is agreed that the Superintendent is authorized to notify the Superintendent of Public Instruction that the District and Association have reached an agreement to initiate a PAR program starting July 1, 2014. This implementation is contingent upon State funding for these purposes.

## INDEMNITY

Teachers participating in the PAR program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title I of the Government Code.

## PAR PANEL

### Panel Responsibilities

The Panel shall:

1. Oversee the selection of PAR Consulting Teacher/BTSA Support Providers including BTSA liaisons; Determine the number of Consulting Teachers;
2. Determine the training programs and trainers for the members of the Panel and Consulting Teachers;
3. Establish rules and procedures consistent with this agreement; Develop, implement and monitor the PAR budget, other than negotiated stipends;
4. Fill Consulting Teacher/BTSA Support Providers vacancies including BTSA liaisons mid-term vacancies. The Panel's appointment in such cases shall only be for the completion of the original term of the vacated position;
5. Monitor the PAR program, and make an annual report(s) to the Association and Governing Board regarding the effectiveness of the PAR program;
6. Send written notification of participation in the PAR program to the Participating Teachers, Consulting Teacher/BTSA Support Providers and Principal;
7. Distribute copies of the PAR program to all impacted employees;
8. Monitor the progress of Participating Teachers referred to the PAR program and forward to the Governing Board the names of individuals who, after sustained assistance, were not able to demonstrate satisfactory improvement.
9. Determine district-wide staff development needs that are funded through the PAR program and provide input to the Superintendent regarding district-wide staff development that is not funded by the PAR program.
10. Make other determinations as the PAR program evolves.

## ARTICLE 21: Peer Assistance and Review (PAR)

The District and Association will establish and maintain a program to provide assistance to teachers who are in need of or desire peer support and/or professional growth. The program will be called "The Peer Assistance and Review Program" (or "The PAR Program") and will provide assistance in subject matter knowledge, maintaining a suitable learning environment, and/or teaching methods in order to increase student achievement.

## 21.1 PAR Panel

21.1.1 The PAR Panel shall consist of five (5) members, two (2) of whom shall be selected by the District and three (3) of whom shall be selected by certificated classroom teachers through a process established by the Association. Both parties retain the right to replace their own representatives. Both the District and the Association will

appoint one alternate representative for the purpose of replacing a regular panel member who is unable to attend a meeting(s).

21.1.2 Effective September 2001, the term of office for teacher members on the Panel shall be three years.

21.1.3 The Par Panel shall meet four (4) times each school year, unless additional meetings are determined necessary by a vote of three (3) PAR Panel members. Such meetings may take place during the regular workday, for which teacher PAR Panel members shall be released without loss of compensation. To meet, three (3) PAR panel members must be present. Teacher members of the PAR Panel will receive an annual stipend of \$4,500.

21.1.4 The PAR Panel shall work toward reaching consensus on all decisions; however, if no consensus is reached, a majority vote will prevail.

## 21.2 PAR Panel Responsibilities:

The PAR Panel is responsible for:

21.2.1 Establishing its own rules and procedures, including the method for selection of a person. The Rules and Procedures shall be consistent with the provisions of this Agreement, Board Policies, District Regulations, and the Education Code.

21.2.2 Distributing, at the beginning of each school year, a summary of the adopted rules and procedures to all unit members and administrators. Adding rules and procedures to faculty handbooks and make them available as handouts for start of school.

21.2.3 Establishing and submitting a proposed annual budget for the PAR Program to the Board of Trustees. The PAR Panel shall refrain from taking any actions that might exceed the Board approved annual budget.

21.2.4 Coordinating training to meet the needs of the program and its participants.

21.2.5 Sending written notification of participation in the PAR program to Participating Teachers.

21.2.6 Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the PAR budget, and other relevant considerations.

21.2.7 Establishing rules and procedures for selecting Consulting Teachers.

21.2.8 Selecting and assigning Consulting Teachers to Participating Teachers. The PAR Panel will also determine the appropriate caseload for each Consulting Teacher.

21.2.9 Preparing guidelines for Consulting Teachers and their activities.

21.2.10 Reviewing Assistance Plans and assessment reports prepared by Consulting Teachers.

21.2.11 Evaluating the impact of the PAR program on an annual basis and making recommendations to CVSTA and the District for improvement.

21.2.12 Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program, including forwarding the names of Referred Participating Teachers to the

Governing Board prior to April 15th of each school year, who, after sustained assistance, are unable to demonstrate satisfactory improvement.

21.2.13 Maintaining confidentiality regarding the PAR Panel proceedings and assessment plan reports prepared by consulting teachers to the extent required by law.

### 21.3 Consulting Teachers

21.3.1 Qualifications A consulting teacher is a permanent certificated teacher who provides assistance to a Participating Teacher under the PAR Program established in this Agreement.

Consulting Teachers shall possess the following minimum qualifications:

21.3.1.1 At least four (4) years of recent classroom teaching experience in the District. 21.3.1.2 Demonstrated exemplary teaching ability based on the criteria contained in the California Standards for the Teaching Profession.

21.3.1.3 Demonstrated knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.

21.3.1.4 Ability to communicate effectively both orally and in writing.

21.3.1.5 Ability to work cooperatively and effectively with others.

#### 21.3.2 Appointment Process & Responsibilities

21.3.2.1 The number of Consulting Teachers shall be determined by the PAR Panel, based upon participation in the PAR Program, the available budget, and other relevant considerations. Models for Consulting Teacher positions may include full-time, part-time, and/or extra duty assignments

21.3.2.2 Notice of Consulting Teacher openings shall be posted at each school site for a period of not less than ten (10) workdays. In addition to submitting an application form, each applicant is required to submit at least three references from individuals (preferably at least one supervising administrator) who have direct knowledge of the applicant's abilities to be a Consulting Teacher.

21.3.2.3 Consulting Teachers shall be selected by the PAR Panel after at least one teacher and one District representative on the PAR Panel have conducted a site visitation and a classroom observation.

21.3.2.4 Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, shall assist the Participating Teacher.

21.3.2.5 Consulting Teachers can be released from regular duties without loss of compensation when necessary to carry out their responsibilities during the school day. The term of a Consulting Teacher shall be one year (1) which may be extended by the PAR Panel for one consecutive term. Consulting Teachers shall be paid a stipend of \$2,000. The PAR Panel may remove a Consulting Teacher from the position at any time because of inadequate performance and/or other reasons that serve the best interests of the PAR Program.

### 21.4 PAR Program

21.4.1 Volunteer Participating Teacher: A Volunteer Participating Teacher is a classroom teacher who has requested the assignment of a Consulting Teacher for peer assistance. The PAR Panel shall accept Volunteer Participating Teachers to the PAR Program based on available Consulting Teachers after completing all Referred Participating Teacher assignments, the PAR budget and other relevant considerations.

21.4.1.1 Classroom teachers, who have not been referred to the PAR Program, may volunteer to participate. The Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher.

21.4.1.2 Oral communications between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential and shall not be shared with the Participating Teacher's evaluator or the PAR Panel, without the written consent of the volunteering teacher.

21.4.2 Professional growth and development will be another dimension of the PAR program available for voluntary participating teachers. An application should be made to the PAR panel with the proposed scope of work, the defined goals, a plan that supports sustainable professional growth (i.e. CTSP and curriculum standards) not limited to but including peer collaboration. A final report will be provided to the PAR panel to share the work completed.

21.4.3 Referred Participating Teacher: A Referred Participating Teacher is a permanent classroom teacher who receives either an "Unsatisfactory" or "Needs Improvement" rating in his/her final evaluation in the areas of subject matter knowledge, teaching methods, and/or maintaining a suitable learning environment. A Referred Participating Teacher shall be evaluated in the succeeding year and shall participate in the District's PAR Program.

21.4.3.1 On or before June 1st, the Assistant Superintendent of Human Resources shall send copies of all "Unsatisfactory" or "Needs Improvement" evaluations to the PAR Panel.

21.4.3.2 On or before the last day of school, the PAR Panel shall provide written notification to the Participating Teacher of the Participating Teacher's placement in the PAR Program for the next school year.

21.4.3.3 On or before October 1st, the Consulting Teacher, the Participating Teacher and the Participating Teacher's evaluator shall meet to review the specific teaching/instructional areas identified as unsatisfactory or needing improvement in the Participating Teacher's final evaluation. An assistance plan shall be developed between the Consulting Teacher and the Participating Teacher.

21.4.3.3.1 The assistance plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities in the teaching/instructional areas identified as unsatisfactory and/or needing improvement in the final evaluation. Consulting Teachers shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.

21.4.3.3.2 During the assistance plan period, the Consulting Teacher and the Participating Teacher's evaluator shall maintain a cooperative relationship and consult with each other on the peer assistance and review process and the Participating Teacher's progress.

21.4.3.4 The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic interim reports to the Referred Participating Teacher, his/her evaluator, and the PAR Panel for discussion and review.

21.4.3.5 On or before April 15th, the Consulting Teacher shall complete a final report of the Referred Participating Teacher's participation in the assistance plan. The review shall identify the areas needing improvement, the assistance provided to the Participating Teacher and assessment of the results of the assistance, including a statement whether the Participating Teacher satisfactorily achieved the scope of work of the assistance plan. The final report shall be provided by Consulting Teacher to the PAR Panel, Participating Teacher and evaluator. The Participating Teacher shall sign the report acknowledging receipt and shall have the right to submit a written response to the PAR Panel within ten (10) workdays from the receipt of the report.



21.4.3.6 On or before May 1st, the PAR Panel shall submit to the Governing Board the names of Participating Teachers who, after sustained assistance, were unable to demonstrate satisfactory improvement in the PAR Program.

21.4.3.7 Before the end of the school year, the final report and related documentation prepared by the Consulting Teacher shall be made available for placement in the personnel file of the Referred Participating Teacher receiving assistance.

## 21.5 General Provisions

21.5.1 The PAR Program shall be contingent upon the continuation of State funding.

21.5.2 Nothing herein shall be interpreted as limiting the authority of the Governing Board or District to initiate any form of discipline against the Participating Teacher at any time consistent with the law and this Agreement.

21.5.3 The provisions of the PAR Program may be revised by written mutual consent of the District and the Association.

21.5.4 The provisions of Article 21 shall not be subject to the grievance procedure contained in this Agreement. Complaints alleging violation of the PAR procedures contained herein shall be submitted directly to the PAR Panel for review and response.

21.5.5 The District shall defend and hold harmless individual PAR Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under the PAR program as required by the California Government Code.

21.5.6 Consulting Teachers shall not be considered management or supervisory employees as defined under the Educational Employment Relations Act.

21.5.7 All documents issued under the PAR Program shall be considered personnel records subject to the personnel record exemption of the California Public Records Act to the extent permitted by law.

All actions of the PAR Panel shall be by majority vote.

# CORRELATION of EVALUATION FORMS

## Level – Forms Needed

## Page # in FORMS Section

### For Tier 1:

Professional Development Plan  
Pre-Observation Conference Worksheet  
Sample Observation Form (Collect Data)  
Post-Observation Conference Worksheet

### For Tier 2:

Professional Development Plan  
Pre-Observation Conference Worksheet  
Sample Observation Form (Collect Data)  
Post-Observation Conference Worksheet

### For Tier 2 – Alternative:

Professional Development Plan  
Intent to Apply  
Project Proposal  
*Example of Project Proposal*  
End of the Year Report  
Final Evaluation

# CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT TEACHER EVALUATION REPORT CRITERIA

**Name:** \_\_\_\_\_ **Evaluator** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Class:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **Grade Level:** \_\_\_\_\_

## Standard I - Engaging & Supporting All Students in Learning

Expectations:

Demonstrates an understanding of the concepts, principles, and strategies that:

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

Rating Scale:	<b>4 = Exceeds District Standards</b> <i>The educator's work is exceptional. In addition to meeting the expectations above.</i>	<b>3 = Meets District Standards</b> <i>The educator demonstrates all of the expectations listed above.</i>	<b>2 = *Partially Meets District Standards</b> <i>The educator demonstrates some but not all of the expectations listed above.</i> <b>(Requires Improvement)</b> <b>*Requires Comment</b>	<b>1 = *Does Not Meet District Standards</b> <i>The educator demonstrates few or none of the expectations listed above.</i> <b>(Unsatisfactory)</b> <b>*Requires Comment</b>	Evidence/Comments:
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 builds on students' questions and comments during lessons to modify instruction.	The teacher makes substantial connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher elicits and uses students' questions and comments during a lesson to extend their understanding.	The teacher makes some connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher elicits some questions from students during a lesson to monitor their understanding.	The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher does not elicit student questions or comments during a lesson.	

<b>Rating Scale:</b>	<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment</b>	<b>1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment</b>	<b>Evidence/Comments:</b>
Using a variety of instructional strategies and resources to respond to students' diverse needs.	The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, and makes adjustments while teaching to respond to students' needs.	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out thoughtfully and makes some adjustments to respond to students' needs.	The teacher uses a selection of instructional strategies that are largely appropriate to the students and the instructional goals, but they may lack variety or may not be responsive to students' needs.	The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or the instructional goals. No adjustments are made to respond to students' needs.	
Facilitating learning experiences that promote autonomy, interaction, and choice.	Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy and choice in the pursuit of significant learning.	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy and choice and to encourage and support student involvement in learning.	Learning experiences are directed by the teacher and allow limited student autonomy, interaction and choice.	Learning experiences are directed by the teacher, permitting no student autonomy, interaction or choice.	
Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.	Learning opportunities are provided that extend student thinking and engage and support all students in problem posing, problem solving, inquiry, and analysis of subject matter concepts and questions within or across subject matter areas.	Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas.	Some learning opportunities are provided for students to engage in problem solving within subject matter areas, but little support is given to develop necessary skills.	No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.	
Promoting self-directed, reflective learning for all students.	Students take initiative for their own learning, and reflect on, talk about and evaluate their own work with peers.	Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.	Students' learning is directed and monitored by the teacher, and some opportunities are provided for students to reflect on their work individually.	No opportunities are provided for students to initiate their own learning or to monitor their own work.	

## Standard II - Creating & Maintaining Effective Environments for Student Learning

The effective educator maintains a student-centered learning environment that is safe, organized, equitable, flexible, inclusive, and collaborative.

**Expectations:**

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

<b>Rating Scale:</b>	<b>4 = Exceeds District Standards</b> <i>The educator's work is exceptional. In addition to meeting the expectations above.</i>	<b>3 = Meets District Standards</b> <i>The educator demonstrates all of the expectations listed above.</i>	<b>2 = *Partially Meets District Standards</b> <i>The educator demonstrates some but not all of the expectations listed above.</i> <b>(Requires Improvement)</b> <b>*Requires Comment</b>	<b>1 = *Does Not Meet District Standards</b> <i>The educator demonstrates few or none of the expectations listed above.</i> <b>(Unsatisfactory)</b> <b>*Requires Comment</b>	<b>Evidence/Comments:</b>
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 arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.	The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.	
Establishing a climate that promotes fairness and respect.	Students ensure that a climate of equity, caring and respect is maintained in the classroom, and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. The pattern of teacher response to inappropriate behavior is fair and equitable.	A climate of fairness, caring and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. For the most part, the pattern of teacher response to inappropriate behavior is fair and equitable.	The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher response to inappropriate behavior is unfair or inequitable.	

<b>Rating Scale:</b>	<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment</b>	<b>1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment</b>	<b>Evidence/Comments:</b>
Promoting social development and group responsibility.	Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership and are responsible for themselves and their peers.	Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.	Students respect each other's differences most of the time and work together moderately well. The teacher provides limited opportunities for students to assume responsibility.	Students' social development, self-esteem and diversity are not supported, and students have no sense of responsibility for each other.	
Establishing and maintaining standards for student behavior.	Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.	Standards for behavior are established, are clear to all students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.	Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.	No standards for behavior appear to have been established, or students are confused about what the standards are.	
Planning and implementing classroom procedures and routines that support student learning.	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.	Procedures and routines work smoothly, with no loss of instructional time.	Procedures and routines have been established and work moderately well with little loss of instructional time.	Classroom procedures and routines have not been established or are not being enforced.	
Using instructional time effectively.	Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.	Pacing of the lesson is appropriate to the activities and enables all students to engage successfully with the content. Transitions are smooth.	Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective.	Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.	

## Standard III - Understanding & Organizing Subject Matter for Student Learning

The effective educator consistently utilizes a deep and comprehensive knowledge of the subject taught.

### Expectations:

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

Rating Scale:	<b>4 = Exceeds District Standards</b> <i>The educator's work is exceptional. In addition to meeting the expectations above.</i>	<b>3 = Meets District Standards</b> <i>The educator demonstrates all of the expectations listed above.</i>	<b>2 = *Partially Meets District Standards</b> <i>The educator demonstrates some but not all of the expectations listed above.</i> <b>(Requires Improvement)</b> <b>*Requires Comment</b>	<b>1 = *Does Not Meet District Standards</b> <i>The educator demonstrates few or none of the expectations listed above.</i> <b>(Unsatisfactory)</b> <b>*Requires Comment</b>	Evidence/Comments:
Demonstrating knowledge of subject matter content and student development.	The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives, strongly supports all students' learning, and is current.	The teacher's working knowledge of subject matter and basic principles of student development incorporates different perspectives, supports all students' learning, and is current.	The teacher's working knowledge of subject matter and basic principles of student development reflects a single perspective, supports some students' learning, and is usually current.	The teacher's working knowledge of subject matter and student development is inconsistently evident, does not adequately support students' learning, or may not be current.	
Organizing curriculum to support student understanding of subject matter.	The curriculum is organized and sequenced and demonstrates concepts, themes and skills, and the relationships between them. It reveals and values a broad range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts.	The curriculum is organized and sequenced and demonstrates concepts, themes and skills; reveals and values different perspectives; supports an understanding of core concepts for all students.	The curriculum is loosely organized, inconsistently demonstrates concepts, themes and skills; reveals and values different perspectives; and supports an understanding of core concepts for all students.	The curriculum is not organized and it rarely demonstrates concepts, themes and skills; rarely values different perspectives or rarely supports students' understanding of core concepts.	

<b>Rating Scale:</b>	<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment</b>	<b>1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment</b>	<b>Evidence/Comments:</b>
Interrelating ideas and information with-in and across subject matter areas.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relates content to their lives and previous learning and uses this to extend their understanding.	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students' lives and uses previous learning to extend students' understanding.	The teacher identifies some key concepts and information within the curriculum and attempts to relate content to previous learning without extending students' understanding.	The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students' understanding.	
Developing student understanding through instructional strategies that are appropriate to the subject matter.	A repertoire of instructional strategies is used to make content accessible to all students, to challenge them to think critically, and to deepen their knowledge of enthusiasm for subject matter.	The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically and to extend their knowledge of subject matter.	The teacher may use a few strategies to make the content accessible to student and may encourage some students to think critically or to extend their knowledge of subject matter.	Instructional strategies are not appropriately matched to subject matter content or concepts and do not encourage students to think critically or to extend their knowledge.	
Using materials, resources and technologies to make subject matter accessible to students.	A range of instructional materials, resources and technologies are integrated into the curriculum to extend students' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources and technologies support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives.	Instructional materials, resources and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.	Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.	



## Standard IV - Planning Instruction & Designing Learning Experiences for All Students

The effective educator consistently applies concepts from human development and learning theories.

### Expectations:

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

Rating Scale:	<b>4 = Exceeds District Standards</b> <i>The educator's work is exceptional. In addition to meeting the expectations above.</i>	<b>3 = Meets District Standards</b> <i>The educator demonstrates all of the expectations listed above.</i>	<b>2 = *Partially Meets District Standards</b> <i>The educator demonstrates some but not all of the expectations listed above.</i> (Requires Improvement) <b>*Requires Comment</b>	<b>1 = *Does Not Meet District Standards</b> <i>The educator demonstrates few or none of the expectations listed above.</i> (Unsatisfactory) <b>*Requires Comment</b>	Evidence/Comments:
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.	Instructional plans reflect students' backgrounds, experiences, interests and developmental needs to support students' learning.	Instructional plans are partially drawn from information about students' backgrounds, experiences, interests and developmental needs to support students' learning.	Instructional plans do not match or reflect students' backgrounds, experiences, interests and developmental needs, and do not support students' learning.	
Establishing and articulating goals for student learning.	Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experience and home and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are consistently high.	Short-term and long-term instructional goals are based on students' language, experiences, or home and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.	Some instructional goals address students' language, experience and/or home and school expectations. Expectations for students are inconsistent.	Instructional goals are not established or do not address students' language, experience or home and school expectations. Expectations for students are low.	

<b>Rating Scale:</b>	<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment</b>	<b>1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment</b>	<b>Evidence/Comments:</b>
Developing and sequencing instructional activities and materials for student learning.	Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts.	Instructional activities and materials are appropriate to students and the learning goals, make content and concepts relevant and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.	Instructional activities and materials are partially appropriate to students and the learning goals and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.	Instructional activities and materials are not appropriate to the students or instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.	
Designing short-term and long-term plans to foster student learning.	Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.	Long-term plans have a coherent structure, with learning activities in individual lessons well-sequenced to promote understanding of concepts.	Long-term plans have recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Individual lesson plans have little or no relation to long term goals, or a unit plan has little recognizable structure.	
Modifying instructional plans to adjust for student needs.	Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions to ensure deeper conceptual understanding by all students.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.	Modifications to instructional plans address only superficial aspects of the lesson.	Instructional plans are not modified, in spite of evidence that modifications would improve student learning.	

## Standard V - Assessing Student Learning

The effective educator gathers, analyzes, and uses data to measure learner progress, guide instruction, and provide timely feedback.

### Expectations:

- Establishing and communicating learning goals for all students
- Collecting and using multiple sources of information to assess student learning.
- Involving and guiding all students in assessing their own learning.
- Using the results of assessments to guide instruction.

Rating Scale:	<b>4 = Exceeds District Standards</b> <i>The educator's work is exceptional. In addition to meeting the expectations above.</i>	<b>3 = Meets District Standards</b> <i>The educator demonstrates all of the expectations listed above.</i>	<b>2 = *Partially Meets District Standards</b> <i>The educator demonstrates some but not all of the expectations listed above.</i> (Requires Improvement) <b>*Requires Comment</b>	<b>1 = *Does Not Meet District Standards</b> <i>The educator demonstrates few or none of the expectations listed above.</i> (Unsatisfactory) <b>*Requires Comment</b>	Evidence/Comments:
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, and meet District and state expectations. Goals are communicated to all students and families and are revised as needed.	Learning goals are established in relation to students' needs and the curriculum, and meet District and state expectations. Goals are communicated to all students and their families and are revised as needed.	Learning goals are established to meet school and District expectations. Goals are communicated to all students without revision.	Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.	
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.	The teacher uses a variety of sources to collect information about student learning and several appropriate assessment strategies to understand student progress.	The teacher uses one or two sources of information to assess student learning and one or two assessment strategies to understand student progress.	The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.	

<b>Rating Scale:</b>	<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment</b>	<b>1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment</b>	<b>Evidence/Comments:</b>
Involving and guiding all students in assessing their own learning.	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers.	Student reflection and self-assessment are included in most learning activities. The teacher models skills and assessment strategies to help students understand their own work and discuss it with peers.	Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.	The teacher does not encourage students to reflect on or assess their own work.	
Using the results of assessments to guide instruction.	Information from a variety of ongoing assessments is used to plan and modify learning activities and support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.	Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are occasionally used to adjust instruction while teaching.	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teaching.	Information about student learning is inappropriately or not used by the teacher to plan, guide or adjust instruction.	
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 improve understanding and encourage academic progress.	The teacher provides information about student learning to students, families and support personnel to promote understanding and academic progress.	The teacher provides some information about learning to students, families and support personnel, but the information is incomplete or unclear.	

<b>Rating Scale:</b>	<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment</b>	<b>1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment</b>	<b>Evidence/Comments:</b>
Demonstrating student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures.	Students demonstrate a uniform pattern of progress towards the attainment of grade-level standards in subject area(s) taught. Students that are members of special populations demonstrate growth according to assessment results and may show increases in excess of normal expectations. The pattern of uniform progress is consistent among subject area(s) and the correlation between grades and assessment results is strong.	Students demonstrate a general pattern of progress towards the attainment of grade-level standards according to performance measures. There is evidence that students who are members of special populations (e.g., ELL, RSP, etc.) are making progress in academic content areas or the subject area(s), though growth may be less, on the average, than students who are not members of a special population. In self-contained settings, there is not a large discrepancy in overall student progress between subject areas.	While the teacher has administered all required assessments and maintained records of progress, students do not demonstrate a general pattern of progress towards attainment of standards in core academic areas or the subject area(s) taught. While some students may demonstrate measurable and significant progress, a large number of students may have demonstrated marginal gains or regressed. In particular, students' baseline scores demonstrated average or above average performance may have progressed, while students with lower baseline assessment scores may have shown little or no progress. In self-contained settings, students may have demonstrated uniform growth in one core academic area, yet shown inconsistent growth.	Few students demonstrate progress towards the attainment of grade-level standards according to assessment results. In self-contained settings, students in general show limited or no progress in core academic areas of reading/language arts and mathematics. There may be significant discrepancies between assigned grades and performance measures (e.g., high grades and low performance measures). Record keeping on assessment results may be incomplete and/or the teacher may not have administered assessments on a consistent basis according to established guidelines.	

## Standard VI. Developing As a Professional Educator

The effective educator engages in continuous professional growth.

### Expectations

- Reflecting on teaching practice and planning professional development.
- Establishing professional goals and pursuing opportunities to grow professionally.
- Working with communities to improve professional practice.
- Working with families to improve professional practice.
- Working with colleagues to improve professional practice.
- Professional Responsibility & Ethics

Rating Scale:	<b>4 = Exceeds District Standards</b> <i>The educator's work is exceptional. In addition to meeting the expectations above.</i>	<b>3 = Meets District Standards</b> <i>The educator demonstrates all of the expectations listed above.</i>	<b>2 = *Partially Meets District Standards</b> <i>The educator demonstrates some but not all of the expectations listed above.</i> (Requires Improvement) <b>*Requires Comment</b>	<b>1 = *Does Not Meet District Standards</b> <i>The educator demonstrates few or none of the expectations listed above.</i>  (Unsatisfactory) <b>*Requires Comment</b>	Evidence/Comments:
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 his or her teaching practice in relation to areas of concern and student learning, assesses growth over time and may use reflection to plan professional development.	The teacher reflects on some lessons and areas of concern in his or her teaching practice, assesses growth in these areas with assistance and may use reflection to plan professional development.	The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.	
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.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills and participates in the professional community.	Professional goals are established with assistance. The teacher pursued opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.	Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.	

<b>Rating Scale:</b>	<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = *Partially Meets District Standards (Requires Improvement) *Requires Comment</b>	<b>1 = *Does Not Meet District Standards (Unsatisfactory) *Requires Comment</b>	<b>Evidence/Comments:</b>
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 promote collaboration between school and community.	The teacher values students' communities and develops knowledge of them to benefit students and families, provide some experiences to support student learning and support collaboration between school and community.	The teacher understands the importance of students' communities, but is not sure how to apply this to benefit students and families, provide experiences to support learning or promote collaboration with the school.	The teacher has limited knowledge of students' communities or of how to access them to provide learning experiences for students or to promote collaboration with the school.	
Working with families to improve professional practice.	The teacher respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions and provides multiple opportunities for meaningful participation in the classroom or school community.	The teacher respects students' families, develops positive communication and an understanding of their diverse backgrounds and provides opportunities for families to participate in the classroom or school community.	The teacher respects 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 demonstrate respect for students' families or their backgrounds, but has limited communication with families and is not sure how to provide opportunities for participation in the classroom or school community.	
Working with colleagues to improve professional practice and Professional Responsibility & Ethics.	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.	The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs and participates in school-wide events.	The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs and participates in some school-wide events	The teacher rarely converses with colleagues, rarely seeks out other staff to meet students needs and rarely participates in school or District events or learning activities.	

*Before Evaluation*

**CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT  
TEACHER GOAL SETTING FORM**

<b>Employee Name:</b> _____	<b>Site:</b> _____												
<b>Title/Subject/Grade Level:</b> _____ _____	<table style="width: 100%; border: none;"><tr><td style="width: 60%;">Employment Status: Intern</td><td style="width: 10%;"><input type="checkbox"/></td><td style="width: 30%;"></td></tr><tr><td>(Check one) Temporary</td><td><input type="checkbox"/></td><td></td></tr><tr><td>Probationary</td><td><input type="checkbox"/></td><td>Prob 1 <input type="checkbox"/></td></tr><tr><td>Permanent</td><td><input type="checkbox"/></td><td>Prob 2 <input type="checkbox"/></td></tr></table>	Employment Status: Intern	<input type="checkbox"/>		(Check one) Temporary	<input type="checkbox"/>		Probationary	<input type="checkbox"/>	Prob 1 <input type="checkbox"/>	Permanent	<input type="checkbox"/>	Prob 2 <input type="checkbox"/>
Employment Status: Intern	<input type="checkbox"/>												
(Check one) Temporary	<input type="checkbox"/>												
Probationary	<input type="checkbox"/>	Prob 1 <input type="checkbox"/>											
Permanent	<input type="checkbox"/>	Prob 2 <input type="checkbox"/>											
<b>Date of Conference:</b> _____	<b>Evaluating Administrator:</b> _____												

**SECTION 1: TEACHING STANDARDS**

Standard I:	Engaging and Supporting All Students in Learning
Standard II:	Creating and Maintaining Effective Environments for Student Learning
Standard III:	Understanding and Organizing Subject Matter for Student Learning
Standard IV:	Planning Instruction and Designing Learning Experiences for All Students
Standard V:	Assessing Student Learning
Standard VI:	Developing as a Professional Educator

**SECTION 2: GOALS AND OBJECTIVES**

**DISTRICT GOAL (Related to Teaching Standard #)**

**SELECT ONE:**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**



**TEACHER GOAL SETTING FORM**

**SITE GOAL (Related to Teaching Standard #) SELECT ONE**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

**TEACHER GOAL SETTING FORM**

**PERSONAL GOAL (Related to Teaching Standard #) SELECT ONE**

**OBJECTIVE(S) (HOW ARE YOU GOING TO ACHIEVE GOAL?)**

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee Signature

\_\_\_\_\_  
Date

**CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT  
FINAL EVALUATION**

Employee Name: _____		Site: _____							
Title/Subject/Grade Level: _____	Employment Status: (Select One)	Intern Temporary Probationary Permanent	<table style="display: inline-table; vertical-align: middle;"> <tr><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td></tr> </table> Prob 1 <table style="display: inline-table; vertical-align: middle; margin-left: 10px;"> <tr><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td></tr> </table> Prob 2						
Date of Conference _____		Evaluating Administrator _____							

**SECTION 1: EVALUATION OF PERFORMANCE**

**Rating Scale:**

<b>4 = Exceeds District Standards</b>	<b>3 = Meets District Standards</b>	<b>2 = Partially Meets District Standards*</b> <i>Needs Improvement</i>	<b>1 = Does Not Meet District Standards*</b> <i>Unsatisfactory</i>
---------------------------------------	-------------------------------------	--	---

\*These ratings require a comment in Section 3: Comments by Evaluator.

\*Requires completion of evaluation report addendum.

<b>Standard I. Engaging &amp; Supporting All Students in Learning</b>	<b>Rating: 4 3 2 1</b>			
	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Connecting students' prior knowledge, life experience, and interests with learning goals.				
Using a variety of instructional strategies and resources to respond to students' diverse needs.				
Facilitating learning experiences that promote autonomy, interaction, and choice.				
Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.				
Promoting self-directed, reflective learning for all students.				

<b>Standard II. Creating &amp; Maintaining Effective Environments for Student Learning</b>	<b>Rating: 4 3 2 1</b>			
	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
Creating a physical environment that engages all students.				
Establishing a climate that promotes fairness and respect.				
Promoting social development and group responsibility.				
Establishing and maintaining standards for student behavior.				
Planning and implementing classroom procedures and routines that support student learning.				
Using instructional time effectively.				

<b>Standard III. Understanding &amp; Organizing Subject Matter for Student Learning</b>				
<b>Rating: 4 3 2 1</b>				
Demonstrating knowledge of subject matter content and student development.				
Organizing curriculum to support student understanding of subject matter.				
Interrelating ideas and information within and across subject matter areas.				
Developing student understanding through instructional strategies that are appropriate to the subject matter.				
Using materials, resources and technologies to make subject matter accessible to students.				

<b>Standard IV. Planning Instruction &amp; Designing Learning Experiences for All Students</b>				
<b>Rating: 4 3 2 1</b>				
Drawing on and valuing students' backgrounds, interests, and developmental learning needs.				
Establishing and articulating goals for student learning.				
Developing and sequencing instructional activities and materials for student learning.				
Designing short-term and long-term plans to foster student learning.				
Modifying instructional plans to adjust for student needs.				

<b>Standard V. Assessing Student Learning</b>				
<b>Rating: 4 3 2 1</b>				
Establishing and communicating learning goals for all students.				
Collecting and using multiple sources of information to assess student learning.				
Involving and guiding all students in assessing their own learning.				
Using the results of assessments to guide instruction.				
Communicating with students, families, and other audiences about student process.				
Demonstrating student progress towards the attainment of grade-level academic standards as evidenced by results from multiple performance measures.				

<b>Standard VI. Developing As a Professional Educator</b>				
<b>Rating: 4 3 2 1</b>				
Reflecting on teaching practice and planning professional development.				
Establishing professional goals and pursuing opportunities to grow professionally.				
Working with communities to improve professional practice.				
Working with families to improve professional practice.				
Working with colleagues to improve professional practice.				



## SECTION 2: RATING OF STANDARDS

1. A teacher who receives a majority of 4's under any (1) Standards shall receive a rating of 4 for that Standard
2. A Teacher who receives 4's and 3's for all Elements under any one (1) Standard shall receive a Rating of 3 for that Standard.
3. A Teacher who receives a single 2 in any Element under any one (1) Standard may result in a Rating of 3 or 2 for that Standard at the Evaluator's discretion.
4. A Teacher who receives two (2) or more 2's in Elements of any one (1) Standard shall receive a Rating of 2 for that Standard.
5. A Teacher who receives a single 1 in an Element under any one (1) Standard shall receive a Rating of 1 for that Standard.
6. A Teacher who receives two (2) or more 1's in Elements under any one (1) Standard shall receive a Rating of 1 for that Standard.
7. A Teacher who receives a Rating of 1 on any one (1) Standard, excluding Standard VI, on the Final Evaluation, shall receive an Unsatisfactory Evaluation and be referred for PAR participation.

Assistance Plan Required (2 or 1)  
PAR Assistance Mandated  
(Check if applicable)


Any unit member who receives a Rating of 2 or 1 in more than one (1) Standard shall be evaluated annually until the unit member is no longer required to have an Assistance Plan or participate in the PAR program.

## SECTION 3: COMMENTS BY EVALUATOR

Areas of expected growth/additional comments:

## SECTION 4: COMMENTS BY EVALUATEE

Evaluatee may also attach additional written response. If additional comments are attached, check here: **Comments must be submitted in writing within five (5) working days.**

--

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

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee

\_\_\_\_\_  
Date

## Memorandum of Understanding

Between The Centinela Valley Union High School District (CVUHSD)  
And  
Centinela Valley Secondary Teachers Association (CVSTA)  
(SBUT/CTA/NEA)

### Support of Agreement: Leuzinger 8-Period Block Bell Schedule

Having met and negotiated in good faith, The Centinela Valley Union High School District (CVUHSD) and Centinela Valley Secondary Teachers Association (CVSTA) agree to the following terms and conditions with respect to all CVSTA Bargaining Unit Members at the Leuzinger High School (LZHS) work site. The parties agree that this agreement shall be effective upon execution for the 2014/2015 school year in accordance with Article 14 of the CBA.

CVUHSD agrees to support the proposed bell schedule and contingencies offered and voted in by teachers at LZHS.

1. The maximum amount of students per class is calculated as follows:

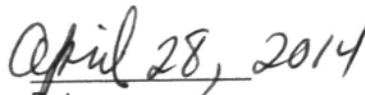
$$\text{Maximum students per class} = \frac{\text{Total contracted quantity of students per day}}{6 \text{ (i.e. 6 periods)}}$$

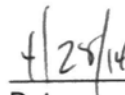
- P.E = 41 students maximum per period.
  - Other Subjects = 30 students maximum per period.
  - Special Education = in accordance with SELPA's best practice and the maximum students per class formula above.
    - SAI= 15 students maximum per period.
    - Learning Center= 11 students maximum per period.
2. Teachers shall have two prep periods per 8 period cycle (1 prep daily).
  3. Extra duty assignments (known as 6<sup>th</sup> period assignments) will be compensated at 1/6<sup>th</sup> of the employees daily professional rate ("per diem"). Maximum of 1(one) extra assignment per semester.

4. Teachers shall participate in one (1) 50 minute collaboration meeting weekly, from 8am until 8:50am, with the first class period beginning no earlier than 9am.
  - On 4-day weeks and weeks with minimum days, there shall be no collaboration.
  - Collaboration shall be teacher driven.
  - On regular and collaboration days, school will end at 2:53pm or earlier.
5. It is the intent of this agreement to participate in a one-year trial at LZHS to determine the viability and effectiveness of this scheduling format.
  - Quarterly evaluation by stakeholders via qualitative and quantitative data (i.e. attendance, grades, benchmarks, CFA's, survey) shall be completed by the LZHS Bell Schedule Task Force.
  - LZHS Bell Schedule Task Force (maximum of 6) shall be compensated a \$38/hour for a maximum of 30 hours per semester to compile, analyze and present data.

  
\_\_\_\_\_  
Jack Foreman, CVSTA President

  
\_\_\_\_\_  
Bob Cox, CVUHSD Assistant Superintendent  
Human Resources

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date