

AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES OF THE
CALIPATRIA UNIFIED SCHOOL DISTRICT
AND THE
CALIPATRIA UNIFIED TEACHERS ASSOCIATION CTA/NEA
THROUGH JUNE 30, 2011
(Amended as of March 9, 2009)

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PREAMBLE

This is an Agreement made and entered into this 10th day of May, 2006, between the **CALIPATRIA UNIFIED SCHOOL DISTRICT** and the **CALIPATRIA UNIFIED TEACHERS ASSOCIATION**, affiliated with the California Teachers Association and National Education Association.

The articles and provisions contained herein constitute a bilateral negotiated agreement "Agreement" by and between the Governing Board of the Calipatria Unified School District "District" and the Calipatria Unified Teachers Association "Association" CTA/NEA, an employee organization.

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

ARTICLE I

RECOGNITION

The Calipatria Unified School District confirms its recognition of the Calipatria Unified Teachers Association, affiliated with CTA and NEA, as the exclusive representative for that unit of certificated employees recognized by the District per its Resolution No. 327, dated May 24, 1976. This unit includes, but is not limited to, all classroom teachers, counselors and resource personnel, as per PERB Board rulings.

ARTICLE II

ASSOCIATION RIGHTS

The Association and its members shall have the right to make use of school equipment, buildings and facilities at all reasonable hours. Such equipment shall include typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use.

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teachers' mailboxes for communications to teachers. The Association will provide copies of materials to the boxes of the site principals at the time they are distributed.

Names, addresses and telephone numbers of all District teachers shall be provided without cost to the Association within two weeks after the first day of classes and within two weeks of hiring during the school year (unless a teacher submits a written request that his name, address or telephone number not be included).

By December 15, the Board shall furnish the Association with the placement of certificated personnel by name on the respective salary schedules with actual salary paid as of December 10.

A copy of the official agenda of the regular meetings of the Board of Trustees, with any trustee proposed policy changes, will be given to the Association president at the same time given the Board members.

In the event of special-called meetings of the Board of Trustees, the Association president will be provided one-day notice with an agenda and similar related attachments. The Association will be provided, at reasonable cost, with copies of minutes of official Board meetings and all other non-confidential documents related thereto which are distributed to members of the Board.

The Association will be provided with one hour during pre-school orientation to be used for the purpose of orienting teachers who are new to the District with regard to their rights and responsibilities as teachers and contract explanations. The aforementioned meeting may coincide with a general meeting of all certificated personnel.

The Association recognizes that the District needs to retain management rights for its management representatives to provide an efficient District operation. The right to manage the school district is retained by the Board except as limited by this Agreement. Nothing herein shall be construed as prohibiting meeting and consulting between the Board's representatives and the Association on matters of educational policy and other mutual matters between both parties of this Agreement.

ARTICLE III

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

The Board agrees to deduct from the salaries of the teachers dues and assessments for the Association as said teachers individually authorize the Board to deduct and to transmit the monies promptly to the agency so designated by the Association.

The Association may require the unit member to maintain membership for the duration of the contract. The Association is to have control and notify the District who is in or out of the Association.

Deductions referred to will be made in ten (10) equal monthly installments. The Board will not be required to honor for any month's deductions any authorizations that are delivered to it later than fourteen (14) days prior to the distribution of the payroll from which the deductions are to be made.

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bond, and group insurance premiums. Any other plans or programs may be jointly approved by the Association and the Board.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a formal written allegation by the bargaining unit member or the Association that the bargaining unit member has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in Board Policies or procedures adopted by the Superintendent or his designee must be undertaken under separate legal process. Other matters for which a specific method of review is provided by law or by rules of the employer are not within the scope of this procedure.
2. A “grievant” is a member of the unit or the Association.
3. A “day” is a day in which the Administrative office of the District is open.
4. The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the affected bargaining unit member who has been designated by the Superintendent to adjust grievances.

B. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the affected bargaining unit member’s immediate supervisor.

C. Formal Level

1. Step 1

- a. Within twenty (20) days after the occurrence of the act or omission, or within twenty (20) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form developed by the District to the immediate supervisor.
- b. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, under B above, and the specific remedy sought.
- c. The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next step.

- d. Within the above time limits, either party may request a personal conference with the other party.

2. Step 2

- a. In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days.
- b. The statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- c. The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next step.

3. Step 3

- a. In the event that the grievant is not satisfied with the decision at Step 2, he/she may request to the Superintendent that the grievance be submitted to a neutral arbitrator. Such request must be in writing, filed within ten (10) days with the Superintendent, and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration.
- b. If no agreement on a mutually acceptable arbitrator can be reached within ten (10) days after the written request is made, the Association shall request a list of arbitrators from the California Conciliation Service. All lists shall contain only names of neutrals who have issued at least ten (10) arbitration decisions since 1976 involving public school employers in California. Arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- c. The award of the arbitrator shall be binding on grievances concerning alleged violations occurring after July 1, 1985.
- d. It shall be the function of the arbitrator to recommend a settlement, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:
 - (1) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this

Agreement; but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant.

- (2) The arbitrator shall have no power to establish salary structures.
- (3) The recommended settlement of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- (4) The arbitrator shall have no power to recommend or resolve any of the following:
 - (a) The termination of services or any other disciplinary action or failure to reemploy any member of the unit unless such disciplinary action is specifically covered by an express provision of this Agreement.
 - (b) Any claim or complaint for which there is another remedial procedure or course established by statute or by regulation having the force of law, including any matter specified in the Education Code but not including an alleged violation of the Educational Employment Relations Act.

All fees and expenses of the arbitrator shall be shared equally by the District and the Association. The District shall only bear its own expenses.

If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall be heard and ruled upon at the hearing prior to the receipt of evidence on the merits. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative judicial proceedings, to compel the District to proceed to arbitration.

The arbitrator shall have no power to render a recommended settlement on a grievance filed before thirty (30) days after the effective date of this Agreement or after the termination of this Agreement.

D. Miscellaneous

No grievant shall use the grievance procedure to appeal any decision of the District or its representatives if such decision is pursuant to any order of or written agreement with any state or federal court, regulatory commission or agency.

No grievant shall use the grievance procedure to change any practice, policy or decision of the District unless such practice, policy or decision is contrary to the specific provisions of this Agreement.

For purposes of efficiency, the District or its representatives may consolidate grievances involving similar issues.

Grievances will be filed and processed on the attached forms.

No unit member shall be discriminated against illegally merely and only because he/she filed a grievance or participated in this grievance procedure.

ARTICLE V

SALARIES

- 5.1 For 2005-06 increase the 2004-2005 Salary Schedule for all cells by a total of 2.5% retroactive to the beginning of the 2005-2006 school year. For employees employed less than the entire 2005-2006 school year, the amount shall be prorated. Effective July 1, 2006 increase all cells of the 2004-05 Salary Schedule by 5%.

For Extra Duty and Summer School Hourly Rates, amend \$18.00/hour to read \$20.00/hour on Exhibit C, Page C-3 and C-4 and amend \$22.00/hour to read \$25.00/hour on Exhibit C, Page C-4, both increases effective upon ratification.

For 2006-2007, the Salary Schedule will be modified as presented in Exhibit A, retroactive to July 1, 2006.

For 2007-08, increase the Salary Schedule for all cells by a total of 3.2%. This amount will be paid retroactive to July 1, 2007 only for those members who have signed Notices of Offer of Employment for the 2008-09 school year or have retired under STRS as of June 30, 2008.

For 2008-09, increase the 2007-2008 Salary Schedule for all cells by a total of 3%, effective February 10, 2009.

- 5.2 Deleted

- 5.3 Substitute Pay For Teachers

Beginning on February 10, 2009, in the event that a unit member covers another unit member's class at the direction and approval of an administrator, compensation shall be at the rate of \$30.00 per period.

- 5.4 Part Time Assignments

Part time employees shall be paid on a pro-rated schedule. Calculation of pay for a member teaching a partial day shall be the daily rate of pay multiplied by the fractional number of actual instructional minutes taught divided by the total instructional minutes of the regular day.

$$\text{Example: } \$108 \times \frac{60}{360} = \$108 \times \frac{1}{6} = \$18$$

- 5.5 Extra Assignments

The District and the bargaining unit member may mutually agree that the member may teach one additional period beyond his/her teaching assignment. Compensation shall be prorated by multiplying the daily rate of pay times the number of actual instructional minutes divided

by the total instructional minutes of the regular day added to the members' regular salary if the assignment is for the full year, or prorated if for less than the year.

$$\text{Example: } \$108 \times \frac{60}{360} = \$108 \times \frac{1}{6} = \$18 + \$108 = \$126$$

5.6 *Counselors: Beginning July 1, 2007, Counselors shall provide 201 days of service paid at his/her daily rate of pay. The hours of Counselors will be from 8:00 a.m. to 4:00 pm (30-minute lunch period). The extra duty stipend shall be computed as 17.45% of his/her pay. Example: Placement on salary schedule divided by 186 times 201 days times 17.45%*

5.6.1 Curriculum and Instruction Coach

The District will pay each unit member assigned duties as a curriculum coach his/her daily rate for each day of required performed service prorated for partial days of required performed service.

5.6.2 Curriculum and Professional Development

The District will pay for the 2000-2001 and 2001-2002 school years the stipends set forth in the Plan as specified above in the following Sections: 1.6, 1.9 and 1.10.

Payment under this proposal is conditioned on the following requirements:

1. Each stipend will be divided among the unit members participating in the activity. The list of unit members and the share of the stipend allocated to each unit member will be developed by the Association and provided in writing to the District.
2. Prior to paying the stipend, the District must receive the completed written product, which has been determined by the District Superintendent or his/her designee to be satisfactory according to the objectives and standards of the Plan.

5.7 Dean of Students

The District may assign a unit member to the Dean of Students position, with the unit member's consent. The Dean of Students will have five (5) class periods per day reserved for this assignment in lieu of an assigned student period, to be scheduled by the site administrator. The unit member will teach two periods, as assigned by the site administrator. The hours of the Dean of Students will be from 7:30 a.m. to 4:00 pm (30-minute lunch period) and serve one additional month (20 days) of extra duty beyond the standard work year.

5.8 Lead Teacher

The District may assign a unit member to a position of Lead Teacher, with the unit member's consent. The Lead Teacher will have five (5) periods per day reserved for

this assignment in lieu of an assigned student period, to be scheduled by the site administrator. The unit member will teach two periods, assigned by the site administrator. The hours of the Lead Teacher will be from 7:30 a.m. to 4:00 p.m. (30-minute lunch period) and serve one additional month (20 days) of extra duty beyond the standard work year. In total, the Lead Teacher shall provide 206 days of service paid at his/her daily rate of pay. The extra duty stipend shall be computed as 14.6%. This shall replace the Lead Teacher stipend of \$5,250. Example: Placement on salary schedule divided by 186 days times 206 days times 14.6%.

5.9 Language, Speech and hearing Specialist

Effective July 1, 2007, the Extra Duty Schedule (Exhibit C) will be amended to include the following: Speech Therapist: 190 day contract. Extra Duty Stipend \$16,275.05

5.10 Achievement Award Program

- a. The parties agree to an Achievement Award program rewarding unit members at each school site which reaches its performance targets as recommended by the State of California under the Academic Performance Index and School Site Employee Performance Incentive programs (the "API program"). The amount of \$60,000 will be equally distributed to all unit members at all school sites meeting those targets.
- b. The formula for distribution, including part-time employees, newly-hired employees, and multi-site employees, will be: all unit members at all of the qualifying school(s) shall together receive an award amount, pro-rated for time assigned to the qualifying school(s), determined by dividing \$60,000 by the sum of the annual base salaries for all unit members at the qualifying school(s). The payment will be made as soon as reasonably possible after the District has received official notice that it has reached the performance targets under the API program for the first school year in which the District qualifies as a Basic Aid District. For informational purposes only, this official notice is normally received by the State from the District in the Fall next following the school year to which the API scores apply. The payments will be a one-time payment made "off the salary schedule," and will be made to those unit members who are employed by the District as of the date of payment or who retired under STRS service retirement effective during the school year to which the API scores apply.
- c. The same program will be implemented based on the API program scores for the second year in which the District qualifies for Basic Aid status, except the amount to be distributed among all eligible unit members will be \$120,000.
- d. This provision is contingent, for each of these two years, on the District qualifying as a Basic Aid District during that fiscal year under applicable state law. At the end of the second year, this provision will automatically

expire without further notice, unless extended pursuant to the collective bargaining process. Upon expiration, this provision shall not constitute the status quo pending completion of negotiations on a reopened or successor agreement or an established practice.

ARTICLE VI

EMPLOYEE BENEFITS

- 6.1 Effective October 1, 2007, the district will offer a choice of insurance plans and establish a three tiered insurance cap. The district will contribute a total of \$11,951 (.31%) to the total benefit package and establish the following caps for 2007-2008 Insurance Plan Year.

Employee Only \$354.89

Employee + 1 \$634.29

Employee + Family \$713.67

The cap will be adjusted annually according to the number of members enrolling in each tier as determined by the August 2008 census for the 2008-09 Insurance Plan Year.

For 2007-2008 the District and the Association will work together to restructure the employee health and welfare benefit package to provide options.

- 6.2 In the event that the cost of any of the above benefits should exceed the District contribution, the District is authorized to deduct the balance automatically from each employee's paycheck.
- 6.3 The parties may mutually agree to modify the employee benefits so as to prevent the premium costs from exceeding the above maximum contributions.
- 6.4 The District shall contribute for part-time employees who are employed half-time or more that proportion of the above amount as their hours bear to a full-time teaching assignment, to be used toward the purchase of the above-mentioned health insurance programs, if the employee contributes the remaining balance by automatic payroll deduction.

ARTICLE VII

PHYSICAL EXAMINATIONS

Skin examinations for tuberculosis will be required every four years. Such skin examinations, or other examinations when required, shall be paid by the District.

ARTICLE VIII

EMPLOYEE INITIAL ASSIGNMENT

Teachers will be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1st. However, in cases of emergency when the above would be impractical, every effort shall be made to notify a teacher at least fifteen (15) days before any reassignment or transfer of assignment within the District.

ARTICLE IX

UNIT MEMBER TRAVEL

When unit members are authorized to use their own automobile in the performance of their duties, and unit members who are assigned to more than one (1) school per day, they will be reimbursed for all such travel at the rate of 32.5 [“as District authorized mileage rates are approved, travel reimbursement rate will be amended in the Contract to the new rate], for all driving done between arrival at the first location at the beginning of their workday and departure from the last location at the end of their workday.

Unit members who use their personal cars for field trips or other business of the District shall be reimbursed for all such authorized travel at the rate of 32.5 [“as District authorized mileage rates are approved, travel reimbursement rate will be amended in the Contract to the new rate per mile].

ARTICLE X

SUMMER SCHOOL

As soon as possible all known information regarding anticipated summer school vacancies shall be made available to District employees.

No unit member shall be required to teach summer school.

The Board shall make summer school assignments as follows:

- Calipatria Unified classroom teachers, properly credentialed, shall be hired before any outside applications are considered in filling classroom teaching positions.
- Calipatria Unified counselors shall be hired before any outside applications are considered in filling Counselor positions.
- Preferential consideration within each of the two (2) categories enumerated above shall be given to current employees on a rotating offering, subject to (a) proper credentials to perform the services required, and (b) seniority. Any employee receiving a negative evaluation with a recommendation not to hire will automatically be excluded from the rotation offer. Upon receiving a positive evaluation, the employee's name will be placed on the rotation list.
- The District can give preferential treatment to current employees who have already signed a Notice of Offer of Employment and who in good faith intend to return to the District for employment at the beginning of the next school year, effective Summer 2000.

ARTICLE XI

TRANSFERS AND REASSIGNMENTS

Not later than May 1st of each summer school year, the Superintendent shall post in all school buildings a list of the known vacancies which will occur during the following school year.

Unit members who desire a change in grade and/or subject assignment or who desire a transfer to another building may file a written statement of such desire with the Superintendent not later than May 8th. Such statement will include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

As soon as practicable, and not later than June 1st, the Superintendent will post in each school and deliver to the Association a system-wide schedule showing the names of all unit members and the nature of such reassignment or transfer.

The District shall solicit voluntary transfers by advertising within the District for vacancies before hiring or interviewing outside of the District.

District employees are assigned to various duties by their immediate supervisors upon approval of the Superintendent. Necessary changes in assignments may be made at any time.

Transfer to another position shall be based upon a consideration of a change in the entire nature of the job, increased or reduced responsibilities, quality of work performed and length of service.

Unit members within the District shall have the right to make a request for a transfer to fill positions arising from resignations, deaths or other causes.

When vacancies occur in the staff during the summer vacation, unit members shall be considered for such vacancies by providing the District Office with a letter indicating performance for these positions and requesting to be considered for such vacancies.

If a unit member's request for a voluntary transfer is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member may be accompanied by a representative if he/she so desires. The unit member may request and shall receive written reasons for the denial following said meeting. A transfer request shall not be denied without basis in fact.

During the school year if new positions become available or if any existing position becomes available, posting of the vacancy shall be made for five (5) working days.

ARTICLE XII

LEAVES

Sick Leave

Every unit member shall be entitled to ten (10) days of paid sick leave each year of employment.

Unused sick leave shall accrue from school year to school year.

The Board shall provide each unit member with a written statement by June 30 of each year of his accrued sick leave.

Leave to Care for Sick Child, Parent, or Spouse (effective January 1, 2000)

- (a) This leave is provided to meet the express minimum requirements of California Labor Code Section 233, to the extent that section is applicable to public school districts, and the provisions of this section shall be interpreted in accordance with that section. The District shall permit any bargaining unit member to use in any calendar year the unit member's accrued and available full-pay sick leave entitlement as provided above, in an amount not to exceed the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to an illness of a child, parent, or spouse of the employee. All conditions and restrictions placed by the District upon the use by an employee of sick leave also shall apply to the use by an employee of sick leave to attend to an illness of his or her child, parent, or spouse. This section does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2606 et seq.), regardless of whether the employee receives sick leave compensation during that leave.
- (b) As used in this section:
- (1) "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
 - (2) "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
 - (3) "Sick Leave" means accrued increments of compensated leave provided under this Article XII, Sick Leave, for use by the employee during an absence from the employment for any of the following reasons:
 - (A) The employee is physically or mentally unable to perform his or her duties due to illness, injury, or a medical condition of the employee.
 - (B) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee.

- (C) The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.

“Sick Leave” does not include any insurance benefits, workers’ compensation benefit, unemployment compensation disability benefit, or benefit not payable from the District’s general assets.

- (c) This section and any practice hereunder shall automatically be terminated and have no further force or effect in the event that the District receives official notice, by chaptered legislation or otherwise, that Labor Code section 233 has been amended by the Legislature or interpreted by a court of competent jurisdiction to be inapplicable to public school district certificated employees.
- (d) In the event that the District receives official notice, by chaptered legislation or otherwise, that sick leave under Labor Code section 233 and/or this provision has been amended by the Legislature or interpreted by a court of competent jurisdiction so that it is superceded by or runs concurrently with personal necessity leave or other fully-paid leave provided to unit members under other applicable law or other provisions of this Agreement, then this section and any practice hereunder shall automatically and immediately be implemented in accordance with that amendment or interpretation.

Maternity Leave

The District shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee’s physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by any school district. All written and unwritten employment policies and practices of the District shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions applied to other temporary disabilities.

Any unit member shall have the right to utilize sick leave provided for in Article XII, Section 1, for absences necessitated by disability due to pregnancy, miscarriage, childbirth and recovery therefrom.

An employee may have paid leave at the time connected with the birth of his child.

Child-Rearing Leave

Upon request, the District may provide a male or female unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing or caring for his or her child. A unit member shall, if possible, notify the District that he or she requests to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

Extended Illness Leave

1. During each school year, when a bargaining unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of five (5) school months, whether or not the absence arises out of or in the course of the employment of the bargaining unit member, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the lesser of fifty percent (50%) of the unit member's daily rate or the sum that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The District shall make every reasonable effort to secure the services of a substitute employee.
2. For purposes of Section 1 above:
 - a. The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.
 - b. A bargaining unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the bargaining unit member may take the balance of the five-month period in a subsequent school year.
3. The amount paid the substitute employee during any month shall be less than the salary due the bargaining unit member absent from his or her duties.
4. This section shall be applicable whether or not the absence from duty is by reason of a leave of absence granted by the District.
5. When a bargaining unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided pursuant to this section, and the bargaining unit member is not medically able to resume the duties of his or her position, the bargaining unit member shall, if not placed in another position, be placed on a reemployment list for a period of twenty-four (24) months if the bargaining unit member is on probationary status, or for a period of thirty-nine (39) months if the bargaining unit member is on permanent status. When the bargaining unit member is medically able, during the 24 or 39-month period, the bargaining unit member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period provided pursuant to Section 1.

Industrial Accident and Illness Leave

Section 44984 of the Education Code is supplemented as follows:

- Industrial accident illness leave applies from the first day of such absence from duty to and including the last day of such absence from duty, but not exceeding one

hundred (100) working days in any one fiscal year for the same industrial accident and illness leave.

- The total of the unit member's temporary disability indemnity and the portion of salary due him during his absence shall equal his full salary.
- A teacher shall be deemed to have recovery from an industrial accident or illness, and thereby able to return to work, at such time as he and his physician agree that there has been such a recovery.
- An industrial accident or illness as used in this paragraph means any injury or illness whose causes are related to the performance of his duties for the District.
- The District's report of an industrial accident or illness shall be kept on file in the District office.
- The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a teacher who is absent less than one hundred (100) days as the result of an industrial accident or illness.

Personal Necessity Leave

Personal necessity leave shall be limited to circumstances significant in nature which the member of the unit cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the member's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time.

In a single school year a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons as defined in this provision.

No Advance Permission Required (Category I)

Under personal necessity leave, the member of the unit shall not be required to secure advance permission for leave taken for any of the following reasons:

- Death or serious illness of a member of his/her immediate family, relatives, or close friends. (Serious illness is defined as illness where death is imminent, may result in permanent disability, or requires hospital surgery. The members of the immediate family are those persons identified in the rules governing bereavement leave.)
- Accident, involving his/her person or property, or the person or property of a member of his/her family.
- Imminent danger to the home of a member of the unit, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the member cannot reasonably be expected to disregard, and which requires the attention of the member during the member's assigned hours of service.

In cases in which no advance permission is required by the provision, the member should provide the principal or immediate supervisor with notification of the circumstances as soon as possible so that a substitute may be obtained. Where no advance permission is required, the member shall fill out the necessary absence forms upon his/her return.

Prior Approval Required (Category II)

Other personal necessity leaves which are allowable under this provision and which require prior approval including the following:

- Appearance in court as a litigant or party under an official order.
- Observance of a religious holiday or holidays of his faith.
- Bereavement beyond the number of days specified in the bereavement leave provision.
- Adoption.
- Examination for advanced degree.
- Attendance at graduation ceremonies involving a member of the immediate family.

In Category II, items where prior approval is necessary for personal necessity leave, the member of the unit shall submit the request for leave in writing to the District Personnel Office two (2) working days prior to the requested commencement of the leave.

Prior Notification Required (Category III)

Each member of the unit shall be allowed, upon prior notification to the principal, seven (7) days in any school year for reasons of personal necessity not covered in Categories I and II above. However, the maximum number of members of the unit to be granted this type of personal necessity leave for any one day at a given school shall not exceed two (2) of the members on that campus. The granting of requests by the principal for such leave will be on a “first-come-first-serve” basis up to but not exceeding the authorized limit per day per school.

In Category III where prior notification is necessary when a member of the unit must be absent from work, it is his/her responsibility to notify his/her principal as soon as possible in advance of the absence and to verify the cause upon his/her return under category “personal” on the Calipatria Unified District Cause of Absence form.

Personal Necessity Leave shall not include any of the following:

- Attendance at or participation in functions or activities which are primarily for the employee’s pleasure, amusement or personal convenience.
- Extension of holidays or vacation periods for personal convenience.

- Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules.
- Seeking or engaging in remunerative employment.

Prior Notification Required (Category IV)

Of the seven (7) days allowed for personal necessity leave, each member of the unit shall be allowed, upon prior notification to the principal, two (2) days in any school year for observance of days which the employee conscientiously believes are of such special significance that it is to him/her a matter of “personal necessity” to absent himself/herself from duty. The maximum number of members of the unit to be granted this type of personal necessity leave for any one day at a given school shall not exceed two (2) of the members on that campus. The granting of requests by the principal for such leave will be on a “first-come-first-serve” basis up to but not exceeding the authorized limit per day per school.

In Category IV where prior notification is necessary when a member of the unit must be absent from work, it is his/her responsibility to notify his/her principal as soon as possible in advance.

Payment for such leaves may be disallowed by the Board of Trustees on a determination by the Board that the employee abused the personal necessity Category IV provisions.

Personal Necessary Leave shall not include any of the following:

- Attendance at or participation in functions or activities which are primarily for the employee’s pleasure, amusement or personal convenience.
- Extension of holidays or vacation periods for personal convenience.
- Accompanying a spouse on a trip when such travel is not otherwise authorized by these rules.
- Seeking or engaging in remunerative employment.

Bereavement Leave

Every unit member will be allowed three (3) days bereavement leave if travel is less than 250 miles (one way). If greater than 250 miles (one way), he shall be allowed five (5) days bereavement leave.

Bereavement leave is granted for the death of any member of the immediately family. Members of the immediate family means the mother, father, grandmother, grandfather, grandchild of the employee or spouse and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any living relative of the immediate household of the employee, or any other person for whom the employee is legally responsible.

Health Leave

The Board may grant a unit member, upon request, an unpaid leave for health reasons. Such leave may be for a maximum of one (1) school year.

A statement by the unit member's physician to the effect that the unit member is entitled to such leave shall be furnished at the Board's request.

The unit member shall notify the District of his intended return date at least two (2) weeks in advance.

Health Leave may be granted if a unit member is temporarily unable to perform his services because of illness, accident or quarantine.

Study Leave

The Board may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement.

A unit member shall apply to the Board for such leave no later than 120 days before its anticipated commencement.

A unit member on Study Leave shall be entitled to all provisions accorded and obligated by all duties imposed under the paragraph of this Article entitled "Miscellaneous."

Jury Duty and Legal Leave

Employees of the District may take a paid leave of absence from their working assignment to serve on a jury or to appear as a witness in court provided the employee reimburses the District for funds received for such appearance in court, or the employee may choose to have leave without compensation from the District for such participation.

Any mileage reimbursements made to the employee are to be retained by the employee.

Elected Office Leave

A unit member who is elected to the State Legislature, Board of Supervisors, Congress or any other state or national post, shall be entitled to an unpaid leave of absence for the length of the term or terms of office.

The unit member on such leave shall notify the District of his intended return at least three (3) months in advance.

The unit member on such leave shall be entitled to return to employment at the end of the leave.

A unit member who is elected by registered voters in a General or Special Election shall be entitled to an unpaid leave of absence to participate in elective affairs no more than five (5) days per year provided one (1) day advance notice is given.

Educational Leave

This Agreement provides that the District will continue to encourage professional development of teachers within the system. Teachers, with approval of the building principal, will be afforded two

(2) days of professional leave each school year to visit other schools, universities and/or other similar visits to stimulate their professional growth.

Should it be necessary for a unit member to leave the District prior to the close of school to attend summer school elsewhere, the District would allow the employee to use accumulated sick leave for this purpose in addition to Educational Leave.

Association Leave

Official members of the Calipatria Unified Teachers Association, Imperial County Uniserv, California Teachers Association, and/or National Education Association, national legislative and/or executive bodies including officers, committee members, representatives at large, delegates to representative assemblies, members of the board of directors, or members of specially-created commissions may be granted leaves of absence without loss of salary and not be deducted from sick leave for meetings of the county, state, and/or national level subject to the following conditions:

- All applications for such leave shall be made by the President of the C.U.T.A. on behalf of the person seeking the leave.
- President of the C.U.T.A. shall establish procedures for the screening of the applications for such leave.
- Applications shall be made to the Superintendent. Three (3) days advance notice must be given.
- The School District shall not pay transportation, lodging or any other expense incurred by the unit members in connection with this leave. The Association shall pay the cost of a substitute.

Leaves of Other Nature

Leaves of another nature may be granted upon request by the Board.

Miscellaneous Provisions

Unless otherwise provided in this Article, a unit member on a paid or unpaid leave of absence for a year or less shall be entitled to return to the same position which he held immediately before commencement of the leave whenever possible; however, placement in another school and/or position shall be governed by the Transfer and Reassignment Policy. A unit member on a paid leave of absence, shall receive, during his leave, all other unit member fringe benefits, including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law. A unit member granted an unpaid leave may elect to continue health and insurance coverage by arranging premium payments with the District office.

Upon request, the District may extend a unit member's Health Leave, Child-Rearing Leave and Study Leave for a maximum of one year; provided, however, that at the end of the extension such unit member may not be entitled to return to the same position and shall not receive credit for an

annual salary increment. A unit member granted such an extension may elect to continue health and insurance coverage by arranging premium payments with the District office.

Any unit member who seeks an extension of Health Leave, Child-Rearing Leave, or Study Leave shall make application no later than forty-five (45) days preceding the expiration of the original leave.

STRS Disability Leave

The District will comply with the Education Code regarding leave for employees applying for and/or receiving STRS disability benefits.

ARTICLE XIII

EMPLOYEE EVALUATION PROCEDURES

All certificated employees recognized by this Agreement are to be evaluated in a regular and systematic method as described in Proposed Certificated Evaluation Form (attached as Exhibit J).

Every probationary employee covered by this Agreement shall be evaluated by the administration in writing at least once each school year, no later than February 15th.

Every permanent employee covered by this Agreement shall be evaluated by the administration in writing at least every other year, no later than February 15th of the year in which the evaluation takes place.

Any employee who receives an unsatisfactory evaluation may be provided a subsequent performance evaluation if the District deems it appropriate using the same evaluation procedure as described above. The evaluator of the employee will take affirmative steps to assist the employee to make the necessary improvements in instruction to overcome the unsatisfactory evaluation. Such help will include specific recommendations for improvement and assistance in implementing the recommendations for improvement.

Every employee shall be informed immediately of any complaint made concerning him or her by parents or residents unless the District determines that informing the employee will impede the investigation, create a risk of injury to any person or damage to property, or is unnecessary because the complaint is without merit. Regardless, the employee will be notified in a timely manner of any District investigated complaint by a parent or resident.

The District recognizes that each new teacher in the District has potential needs for training, assistance, and evaluation. At the time a new teacher is assigned to a school within the District, he or she shall receive written assurance that the District recognizes such potential needs.

This provision is intended solely to comply with the requirements of Education Code Section 35160.5(b) and is intended to be used and shall be used for no other purpose whatsoever.

Nothing in this provision is intended to create any legal right or defense or discharge or release any legal duty or obligation held by any employee of the District. The parties agree that, during the 1999-2000 school year, the planning phase of the Immediate Intervention in Underperforming School Program (IIUSP) will be conducted and a written plan will be submitted to the state. In addition, other new state laws regarding student and school improvement will be implemented, generating new requirements and guidelines which will impact evaluation. In the event that the IIUSP plan and/or state law and guidelines require changes in the evaluation procedures in this Article or Policy 4520, either party may reopen this Article or Policy 4520 for negotiation by serving written notice on the other party. Negotiations will begin as soon as reasonably possible after notice. This provision is independent of the provisions in Article XXII.

Parents or guardians of pupils enrolled in the District may present informal (oral) and/or formal (written) complaints regarding employees to the District. Parents or guardians should be encouraged to present informal (oral) complaints first with the employee who is the subject of the complaint, or with that employee's immediate supervisor, prior to presenting any formal (written) complaint to the District.

Informal (Oral) Complaints: No record of any informal (oral) complaint shall be placed in the personnel file of an employee unless:

1. The employee's immediate supervisor or a designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee's representative.
2. The employee has been given prior notice of the informal (oral) complaint and any record to be filed such that the employee has reasonable opportunity (ten calendar days) to present relevant information to his or her immediate supervisor or the Superintendent.

Formal (Written) Complaints: The District shall forward within ten (10) days to the employee any formal (written) complaint regarding that employee. An employee shall forward as soon as practical to the immediate supervisor any formal (written) complaint received by the employee regarding that employee. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file of an employee unless:

1. The employee's immediate supervisor, the Assistant Superintendent or a designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee's representative.
2. The employee has been given prior notice of the formal (written) complaint and any record to be filed such that the employee has a reasonable opportunity (ten calendar days) to present relevant information to his or her immediate supervisor or the Superintendent.

No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, and/or the District believes that no record shall be maintained, or the complaint is proven to be false in the grievance procedure.

Anonymous complaints (either oral or written) shall not be processed pursuant to the provisions of this section.

These provisions shall be interpreted as policies pursuant to the requirements of Section 35160.5(c) of the Education Code and shall be reviewed annually consistent with any reopener procedures in the Agreement.

ARTICLE XIV

PERSONNEL FILES

The District shall not base any adverse action against a unit member upon materials which are not contained in such unit member's personnel file. Moreover, the District shall not base any adverse action against a unit member upon materials which are contained in such unit member's personnel file unless the materials had been placed in the file in a timely manner and the unit member had been notified at such time that such materials were being placed in the file.

Unless otherwise agreed to by the involved unit member, a unit member's personnel file shall not include ratings, reports or records which (1) were obtained prior to the employment of the teacher; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination.

A unit member shall be provided any negative or derogatory material before it is placed in his personnel file. He shall also be given an opportunity during the school day and with compensated release time to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

Upon written authorization by the unit member involved, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file at the cost of the Association.

The person or persons who draft and/or place material in a unit member's personnel file shall sign the material and signify the date on which such material was drafted.

The District shall keep a log indicating the persons, except District management and confidential employees, who have requested to examine a personnel file as well as the dates such requests were made. Such log shall be available for examination by the unit member or his Association representative, if so authorized by the unit member.

Access to personnel files shall be limited to District management, trustees and confidential employees on a need-to-know basis. The contents of all personnel files shall be kept confidential.

The District shall maintain the unit members' personnel files at the District central office. No hearsay evidence shall be placed in an employee's personnel file.

ARTICLE XV

EMPLOYEE WORKING HOURS

All certificated employees recognized by this Agreement will be assigned appropriate working hours provided that the total on-site workday will be no more than 7.5 hours, including at least a thirty minute duty-free daily lunch period, but excluding faculty meetings, parent-teacher meetings, back-to-school and open house meetings and similarly related school functions with which they are involved. Employees are to be on duty in their assigned classroom fifteen minutes before and fifteen minutes after the student school day, unless otherwise assigned by the administration.

Faculty meetings for the school shall be planned with an agenda and scheduled as far in advance as possible, provided that no faculty meeting shall be held before 8:00 a.m., unless by mutual consent. Employees may place items on the agenda to be discussed after the regular agenda items have been discussed.

When not engaged in actual classroom instruction during the school day, the employee is expected to devote such time to supervision of pupils, preparing for instruction, and conferring with or counseling students. Employees are not to leave the school site during the workday except during the duty-free lunch period unless the employee has obtained prior authorization from the site administrator.

Intermediate (grades 4-6), Junior-High and High School Employees will have forty-five (45) minutes or an instructional period set aside by the building principal for preparation and planning for classroom instruction daily. The building principal may, when necessary, request an employee who has a preparation period to cover a class for another employee who is away from his/her assignment for such reason. Pay for said use of preparation periods will be paid pursuant to Article V, Section 5.3.

The District and the C.U.T.A. agree that the District is authorized to implement a seven-period instructional day, in which bargaining unit members at High School will be required to teach no more than six periods per day, except as provided in this article regarding class coverage during preparation periods.

The District shall determine that length of periods and the duration of the school day, consistent with legal requirements regarding instructional minutes; not to exceed a seven and one-half (7-1/2) hour working day per individual teacher.

No teacher in grades 9 through 12 may be assigned a course schedule which requires daily preparation for more than four different academic courses. The District Superintendent shall make the final determination of whether a teacher's schedule exceeds the limit specified above after consultation with the individual teacher. An "academic course" shall mean a course within one of the following subject areas: Mathematics, Science, Social Studies, English, Spanish, and French. "Different" shall mean the course requires the teacher daily to prepare lesson plans which vary

significantly and such variation is made necessary by the nature of the curriculum which the teacher is required to follow, and such variation cannot reasonably be avoided by the teacher.

ARTICLE XVI

EMPLOYEE SAFETY

1. A teacher may suspend a student for the day of the suspension and the day following for good cause. He shall report the suspension to his principal and send the student to the principal for appropriate action. Teachers will attempt to contact parents to inform them of the incident(s) in their classroom.
2. A written description of the rights and duties of all administrators and unit members with respect to student discipline, including the use of corporal punishment, shall be presented to each unit member in writing on the first day of each school year.
3. When, in the judgment of a teacher, for safety reasons, a student requires the attention of the principal, counselor, psychologist, or other specialist, he shall so inform his principal. The principal shall arrange as soon as possible for a conference between student, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.
4. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal who shall immediately report the incident to the Police.
5. It is the District's intent that the schools are to be safe for unit members and students alike and unit members are to receive support and help to assure safe classroom conditions for its unit members.
6. If a criminal or civil proceedings are brought against a unit member alleging that he committed an assault in connection with his employment, such unit member may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the unit member prevails in the proceeding, then the Board shall reimburse the unit member for counsel fees incurred by him in his own defense.
7. The Board shall reimburse unit members for any insurable claims for any loss or destruction of clothing or personal property of the unit member while on duty in the school, on the school premises, or on a school-sponsored activity. The total reimbursement shall not exceed \$500 per incident. The unit member is responsible for the following, in order to be eligible:
 - a. The loss or destruction must be reported to the District within five (5) workdays of the date the unit member knew or should have known of the loss or destruction.
 - b. The unit member must provide to the District written verification that the lost or destroyed item has been replaced and the actual cost paid therefor.

- c. The unit member must provide to the District a copy of a police report filed by the unit member regarding the loss or destruction.
- 8. The Board shall reimburse a unit member for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.
- 9. The District has an important interest in providing a safe working environment for employees and a safe learning environment for pupils. The District may take reasonable steps to protect the health and safety of employees or to protect the health and safety of pupils.

In this Article the following definitions apply:

- a. Workplace. All District property and any place away from the District where District students are engaged in a school-related activity.
 - b. Scope of Employment. Any duties performed as a District employee. Exclusions are: conferences, C.U.T.A. and District social functions where District students are not present.
 - c. Reasonable Suspicion. A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a substance so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is reduced. Reasonable suspicion may result from actual observation of the use or ingestion of a substance by an employee. It may be based on reliable information that the employee is currently using or has recently used or possessed a controlled substance, or open container with alcohol on the job. Reasonable suspicion may result from an observation of physical symptoms such as but not limited to slurred speech or sleeping on the job.
- 10. By June 30, 1993, no employee shall smoke at any workplace. The term workplace includes all District property including parking areas. No employee shall smoke in the presence of a pupil at any place while the employee is acting within the scope of employment. Any employee who smokes at any workplace, or in the presence of a pupil at any place while the employee is acting within the scope of employment, is subject to discipline pursuant to applicable Board Policy and Education Code. Possession of legal tobacco or tobacco products is not prohibited. During the 1992-1993 school year the District will provide quit smoking assistance of the District's choice to employees who request it.
 - 11. No employee shall possess, consume or be under the influence of alcohol at any workplace. The term workplace includes all District property including parking areas. No employee shall drive a District vehicle within eight (8) hours of consuming any alcohol. No employee shall possess, consume or be under the influence of alcohol at any place while the employee is acting within the scope of employment.

“Scope of Employment” for the purpose of this policy does not include any period of time after normal work hours when an employee is not performing required or voluntary services at the request of or for the benefit of the District. “Scope of Employment” also does not include presence at a voluntary social activity in the evening related to any conference, workshop, seminar or similar event where attendance is approved by the District. No employee, however, shall drive to or from any such event while possessing, consuming or being under the influence of alcohol. Any employee who possesses, uses or is under the influence of alcohol at any workplace or at any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal, even for a first violation. Any employee who is convicted of driving under the influence of alcohol with a pupil or another employee while acting within the scope of employment and/or driving a District vehicle may be dismissed, even for a first violation.

12. No employee shall manufacture, distribute, dispense, possess, consume or be under the influence of illegal drugs or controlled substances at any workplace. The term workplace includes all District property including District vehicles and parking areas. No employee shall manufacture, distribute, dispense, possess, consume or be under the influence of illegal drugs or controlled substances at any place while the employee is acting within the scope of employment. Any employee who manufactures, distributes, dispenses, possesses, uses or is under the influence of illegal drugs or controlled substances at any workplace or any place while the employee is acting within the scope of employment is subject to discipline, up to and including dismissal, even for a first violation. Any employee who is convicted of driving under the influence of illegal drugs or controlled substances with a pupil or another employee while acting within the scope of his/her employment and/or driving a District vehicle may be dismissed, even for a first violation.

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

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

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

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

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

The possession or use of drugs under and consistent with the specific directions of a physician which does not impair the performance of an employee is not prohibited.

13. All employees must notify the Superintendent in writing within five (5) days of any drug statute conviction for a violation occurring in any workplace or while the employee is acting within the scope of employment. All employees also must notify the Superintendent in

writing within five (5) days of any conviction of driving while being under the influence of drugs or alcohol while the employee is acting within the scope of employment. A conviction includes any finding of guilt, including a no contest plea, or imposition of a sentence.

14. The District encourages and will reasonably assist any employee with an alcohol or drug dependency to seek treatment or rehabilitation. The District will reasonably accommodate any employee with an alcohol or drug dependency, as long as such reasonable accommodation does not impose an undue hardship on the District. Sick leave may be used by an employee for treatment or rehabilitation of an alcohol or drug dependency by a physician or other professional specializing in such treatment or rehabilitation. An employee will be permitted to participate in outpatient treatment and inpatient treatment unless such participation imposes an undue hardship on the District. The District does not allow or tolerate unsatisfactory job performance because of alcohol or drug dependency or use.
15. The District acknowledges that employees have a right of privacy in their personal property, but the District through its authorized supervisors, has the right to inspect in whole or in part any District property, such as desks, lockers, cabinets, or other property at any time for any reason and without prior notice.
16. If there is a decision made to search an employee or the employee's personal property, representatives of law enforcement will be requested to conduct the search when there is a reasonable suspicion to believe that the employee is in violation of the prohibitions in this policy and the employee is advised as to the reason for the search. An employee or an employee's personal property will not be searched without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to a search by law enforcement personnel after also being advised that a refusal to consent subjects the employee to discipline. Any such discipline shall not be based solely on the refusal but shall be based on the reason(s) for the requested search. If police find there is no reasonable grounds to search, no disciplinary action will be taken.
17. The District, when there is a reasonable suspicion, may request that an employee submit to drug or alcohol testing. The employee may ask that the request for drug testing be given in writing. Reasonable suspicion normally requires either information from a reliable informant or another reasonable ground for suspecting that the testing will turn up evidence that this policy has been violated. A reasonable ground includes but is not limited to the employee appearing to be under the influence of alcohol or drugs, the employee is found in possession of alcohol or suspected controlled substances, the employee is involved in an accident whose nature indicates possible impairment of ability or judgment, or the employee is involved in an accident in which a safety precaution was violated or a careless act was performed. The District also may request that an employee subject to drug or alcohol testing when the employee seeks to return to work after being absent for treatment or rehabilitation for alcohol or drug dependency.

An employee is not required to submit to drug or alcohol testing without the employee's consent, but the District may discipline any employee up to and including dismissal if the employee refuses to consent to such testing. Any such discipline shall not be based solely on the refusal, but shall be based on the reason(s) for the requested testing. No discipline shall

be imposed, however, unless the employee is advised as to the reason for the testing, and the employee refuses to consent to the testing after being advised that a refusal to consent subjects the employee to discipline.

The District representatives requesting the testing normally should escort the employee to the independent laboratory and/or clinic selected by the District.

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

- a. Ask the employee to provide a specimen. Test the specimen for the presence of any prohibited substances.
- b. Preserve and mark all specimens yielding positive results.
- c. Return the lab report and any other information showing results to the District with written consent of employee as specified in Section 17 of this article.

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

District representatives will attempt to interview any employee where a test shows positive results. The employee will be given an opportunity at such interview to explain the positive test result.

18. Testing reports will be treated similarly to other confidential personnel documents which have restricted access.
19. If the results of any employee's drug test prove to be negative, no record of the testing will be placed in the employee's personnel file and the test results will be destroyed unless the employee requests otherwise.

ARTICLE XVII

TEACHING CONDITIONS

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

The Board shall make available at each school site [with the exception of the Continuation site] a room with adequate lavatory facilities for use as a faculty lounge.

ARTICLE XVIII

CLASS SIZE

The District shall make every reasonable effort to comply to the class restrictions imposed by law. Consideration will be given to facilities, equipment and teaching stations. At the beginning of each year, efforts will be made by the principal to distribute students as evenly as practical, within grade level and subject areas, with consideration given for the learning ability of the students.

ARTICLE XIX

SCHOOL CALENDAR

- 19.1
- 19.2 Minimum days for teachers shall be scheduled on the last teaching day of the year, the days before Thanksgiving, Christmas, and Easter vacations, and on the parent/class conference night if the District schedules a parent/class conference night. Check-out day shall be by appointment with the site administrator.
- 19.3 In the event it becomes necessary to make up days to meet the minimum number of days for maximum state apportionment during the school year, the following provisions will prevail:
- 19.3.1 If the date of the emergency is prior to Spring Break the days will be rescheduled by the District for makeup as required by law.
- 19.3.2 If the date of the emergency falls after Spring Break the District will apply for a J-13 waiver under the provisions of Education Code law. Should the waiver be denied, then the makeup date will be rescheduled by the District.
- 19.3.3 In rescheduling missed days, the District shall take into consideration:
- A. the use of an in-service day, or
 - B. the use of a beginning or ending date of vacation breaks, or
 - C. the use of the check out day or days at the close of the regular school year.
- 19.3.4 If students are excused such that they are not required to attend school long enough to constitute a minimum day for state apportionment, the day will be rescheduled by the District. If students are excused after the minimum day is achieved, the day will not be rescheduled. Teachers will be excused subject to any need to remain on campus to protect the safety and welfare of the students, as determined by the Superintendent.
- 19.3.5 An emergency day will be defined as any situation where the safety or health of the students and/or employees of the District would be at risk as determined by the Superintendent.
- 19.3.6 Inservice days shall be determined by the District, not to exceed eight (8) days.
- 19.4 The parties shall meet and negotiate the calendar no later than January 10, of the preceding school year.

ARTICLE XX

CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage or sickout by the Association or by its officers, agents, or members or lockout by the District during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The Association and District recognize the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward including all employees to do so. In the event of a strike, work stoppage, or slowdown, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

ARTICLE XXI

NEGOTIATIONS PROCEDURE

Not later than the first Board meeting in February of the calendar year in which this Agreement expires, the Board shall meet and negotiate in good faith with the Association on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.

Either party may utilize the services of outside consultants to assist in the negotiations.

The Board and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.

Negotiations shall take place at mutually agreeable times and places. Meetings, and any adjourned portions thereof, shall be held within a reasonable time after receipt of written requests, provided that there is no more than one (1) scheduled meeting per week unless by mutual consent.

When given a specific request, the Board shall furnish the Association with two (2) copies of all county and state required reports as soon as they are transmitted to the county or state, and copies of all budgetary and other information it produces that are requested by the Association to fulfill its role as the exclusive bargaining representative as soon as it becomes available.

The Association shall designate two (2) representatives who shall receive a reasonable amount of release time without loss of compensation to attend negotiations, one (1) representative for the processing of grievances, and any others participating in the hearing.

ARTICLE XXII

SAVINGS CLAUSE

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

ARTICLE XXIII

DURATION

This agreement shall be in effect up to and including June 30, 2011.

On or before June 1, 2009, the District or the Association may give written notice to the other party, by certified mail or hand delivery, of its desire to re-open Article V and Article VI and or not more than two (2) other articles for negotiations for the succeeding (2009-2010) contract year. The written notice must specify the articles to be reopened.

On or before June 1, 2010, the District or the Association may give written notice to the other party, by certified mail or hand delivery, of its desire to re-open Article V and Article VI and or not more than two (2) other articles for negotiations for the succeeding (2010-2011) contract year. The written notice must specify the articles to be reopened.

Upon receipt of this written notice, arrangements shall be made pursuant to the provisions of the EERA, including the Public Notice provisions, for meeting and negotiation to commence. Negotiations should commence no later than August 15, 2009, and August 15, 2010, respectively.

In the event that neither party gives appropriate written notice to the other of its desire to terminate this Agreement, the Agreement shall be extended for at least another year.

ARTICLE XXIV

EARLY RETIREMENT PLAN PURSUANT TO

EDUCATION CODE SECTIONS 22726 AND 44929

- A. Whenever the District determines that it is appropriate to encourage the retirement of certificated employees pursuant to Education Code sections 22726 and 44929, the District may implement the early retirement program within Education Code sections 22726 and 44929 for eligible employees.
- B. Any implementation of a determination to encourage employees to retire under paragraph A shall not be arbitrary.

ARTICLE XXV

PROFESSIONAL GROWTH PURSUANT TO

EDUCATION CODE SECTIONS 44277-44279

- 25.1 This Article is limited to those members of the bargaining unit who are issued their first clear multiple or single subject teaching credential on or after September 1, 1985, pursuant to Education Code section 44251.
- 25.2 The purposes of this Article are to notify bargaining unit members of the mandatory individual program of professional growth pursuant to Education Code sections 44277-44279, to help bargaining unit members meet the requirements of these statutes, and to encourage proper implementation of these statutes. If, during the term of this Article, the Legislature should modify Education Code section 44277-44279, and such modification(s) affect the provisions in this Article, this Article shall be reopened for negotiations within ten (10) days.
- 25.3 Bargaining unit members covered by this Article shall develop an individual program of professional growth consistent with Education Code sections 44277-44279, and applicable rules of the Commission on Teacher Credentialing, which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. A program is to be completed within five (5) year period intervals pursuant to Education Code section 44277(e).
- 25.4 Acceptable activities shall include any acceptable activity defined by the Commission on Teacher Credentialing, Title 5 Rules and Regulations and the activities listed in Education Code section 44277(b) which include, among other acceptable activities, the completion of courses offered by regionally accredited colleges and universities; participation in professional conferences, workshops, teacher center programs or staff development programs; service as a mentor teacher pursuant to Education Code Section 44496; participation in school curriculum development projects; participation in systematic programs of observation and analysis of teaching; service in a leadership role in a professional organization; and participation in education research or innovation efforts. Examples, for illustration purposes, of activities for which credit may be given are the following:
- 25.4.1 Course work in Spanish.
 - 25.4.2 Participation in professional conferences and workshops directly related to curriculum, instructional, or educational legislative issues with prior approval by the District Equivalency Committee.
 - 25.4.3 Participation in District-sponsored or County Education Teacher Center sponsored in-service and/or staff development programs.

- 25.4.4 Service in a leadership role (officer, council representative, regional or state representative) in the following professional organizations:
- (a) Imperial County Uniserv, AAUW, Phi Delta Kappa, Delta Kappa Gamma, ACSA, Imperial County Reading Council, Mexican American Educators of Imperial County.
 - (b) Other educational professional organizations with prior approval of the District.
- 25.5 Credit shall be given on an hour-for-hour basis, except as provided below, subject to the limits and provisions of the approved program:
- 25.5.1 Credit earned at a regionally accredited college or university shall be given at the rate of eighteen (18) clock hours per semester unit.
 - 25.5.2 Credit earned by service in a leadership role in a professional organization shall not exceed a total of forty (40) of the required 150 clock hours.
 - 25.5.3 Credit earned by participation at meetings of the school site council, where the employee is a duly-appointed member (school curriculum development projects), shall not exceed a total of thirty (30) of the required 150 clock hours.
- 25.6 The credential holder has a responsibility to record accurately the number of clock hours that have been spent on completed activities. After completing activities, it is the responsibility of the credential holder to give the Professional Growth Advisor reasonable verification of time spent, if the advisor requests it. The credential holder has a right to receive full credit for all hours spent at professional growth activities (a) that are identified on the professional plan signed by the advisor, and (b) for which reasonable verification of time spent has been presented to the advisor.
- 25.7 Prior to beginning an activity which could accumulate clock hours, the unit member shall develop and submit the proposed plan or amendment on an appropriate form to his/her advisor and obtain certification from the advisor. Within ten (10) working days, the advisor shall review the proposed plan and certify to the unit member that the planned program or amendment meets all the legal requirements. If the proposed plan or amendment meets all the legal requirements, then the advisor shall certify the proposed plan. If the proposed plan or amendment is not in legal conformance, then the reasons for legal non-conformance shall be stated in writing by the advisor.
- 25.8 Development, certification, implementation and/or verification of a Professional Growth Plan shall be independent of any evaluation of the performance of the unit member that is conducted for determining the unit member's employment status.
- 25.9 Upon completion of any approved activity, the unit member shall submit to his/her advisor a form, listed as Exhibit "G," which contains the following information: type of activity

engaged in, dates of the activity, and the number of clock hours spent in the activity. The advisor shall, within ten (10) working days of receipt of notification of completion, either verify or refuse to verify, and return the updated original form to the unit member. Verification shall mean that the unit member has completed the number of clock hours specified on the form. If the advisor refuses to verify the completed activity, the advisor shall, within ten (10) working days of receipt of the submission, give a written notice of the reasons for failure to do so and notify the unit member of his/her right to appeal.

- 25.10 The holder of a clear teaching credential and the District-appointed advisor shall maintain accurate, up-to-date records of the implementation of an individual program of professional growth. It is the primary responsibility of the holder to maintain such records. No later than October 1 of each year, the advisor shall submit in writing to each assigned unit member the number of clock hours that unit member has on file, and the date by which the total of at least 150 clock hours must be completed in order to renew his/her credential.
- 25.11 Salary schedule advancement shall be pursuant to current rules and regulations of the District and this Agreement.
- 25.12 The District shall appoint persons to serve as professional growth advisors. No bargaining unit member may serve in this capacity.
- 25.13 This Article shall not be subject to the grievance procedure in this Agreement. Unit members shall utilize Education Code Section 44278 to appeal applicable adverse actions.
- 25.14 An employee seeking an appeal pursuant to Education Code Section 44278 shall be granted up to one day of release time to investigate, prepare, and/or process the appeal. No employee may receive leave under this provision more than once per credential sought.

ARTICLE XXVI

PEER ASSISTANCE AND REVIEW PROGRAM

1. This Article is intended to implement the provisions of Chapter 4 of the Statutes of 1999 with respect to the Peer Assistance and Review Program (PAR), as it may be amended, and any applicable regulations. The District may take such action as it determines to be necessary to achieve and maintain compliance with applicable law and regulations, including but not limited to future amendments to applicable law and regulations requiring coordination of the PAR program with the Beginning Teacher Support and Assessment Program, the California Pre-Internship Teaching Program, District internship programs, and other professional development programs, so long as the action does not violate a specific provision of this Article.
2. As soon as permitted by law after ratification of the collective bargaining agreement containing this Article, the District shall provide the required certification that PAR will be implemented beginning July 1, 2000, or upon ratification, whichever is later. Effective on July 1, 2000, or upon ratification, whichever is later, the mentor teacher program and all obligations, rights, activities and practices related to that program shall automatically terminate.
3. Implementation of PAR is contingent upon official notification by the State that the District is eligible for and will be receiving all of the District's share of the funds specified in Chapter 4 of the Statutes of 1999 for PAR. Upon receipt of the notification, the District and the Association will arrange for establishment of the Joint Teacher/Administrator Review Panel:
 - 3.1. The Joint Teacher/Administrator Review Panel:
 - 3.1.1 The panel will consist of five (5) employees of the District. Three (3) members of the panel must be classroom teachers chosen by other classroom teachers by secret ballot. The Association representative at each school site will conduct the election. "Classroom teacher" means a bargaining unit member whose duties as assigned by the District require the unit member to spend more than half of the duty day providing direct instruction to students in classrooms. The other two (2) members will be selected by the District Superintendent or his/her designee, who will also designate one of them as Chair of the Panel for the initial start up year. The Chair will serve for one (1) year. The next Chair will be appointed by the classroom teachers on the Panel, and the selection thereafter will alternate annually between the District and the classroom teachers on the panel.
 - 3.1.2 Panel members will serve for a two (2) year term. No classroom teacher may serve for more than two (2) consecutive terms as a panel member.

- 3.1.3 The District will provide to the classroom teachers on the panel up to two (2) days of release time per teacher panel member per year for purposes of conducting classroom observations of classroom teachers being considered for appointment as Consulting Teachers.
 - 3.2 Through the site administrator/evaluators, the District will notify the panel in writing of those teachers being required to participate in PAR by the District based on one or more unsatisfactory performance evaluations.
 - 3.3 The Superintendent or his/her designee will notify the panel in writing of those permanent classroom teachers who volunteer to participate in PAR.
 - 3.4 The panel will submit a budget annually to the Superintendent for his/her approval, in time for consideration as the District develops its overall budget. The Superintendent or his/her designee will notify the panel in writing of the deadline for submission of the budget. If the budget is not approved, the panel and the Superintendent or his/her designee may discuss it in an attempt to resolve the disagreement. If no agreement can be reached between the Superintendent/designee and the panel, the panel may submit its budget to the Board of Trustees. The panel will have an opportunity to present its rationale for its budget to the Board. The Board's decision will be final.
 - 3.5 The panel will develop and implement the training program for panel members and Consulting Teachers.
 - 3.6 Notify the participants in writing of their participation in PAR.
4. The panel, as soon as its members are appointed, shall begin the process of recruitment and selection of Consulting Teachers. That process will be completed within twenty (20) days of selection of the members of the panel. A "day" for purposes of this section means a day on which the District Office is open for business.
 - 4.1 In order to be eligible for selection, Consulting Teachers shall meet the following requirements:
 - 4.1.1 They must be permanent classroom teachers employed full-time by the District (subject to the provisions of Section 9).
 - 4.1.2 They must have substantial recent experience in classroom instruction. This shall mean at least five (5) years of experience as a classroom teacher, which must include at least three (3) of the last five (5) years prior to the year of selection.
 - 4.1.3 They must have demonstrated, in the judgment of the panel, exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

- 4.2 The panel shall develop and follow written procedures and criteria for recruitment and selection of the Consulting Teachers, which will be in accordance with this Article and applicable law, and will be applied in a reasonable and consistent manner. Consulting Teachers will be selected by a majority vote of the panel and placed on a list. No more than five (5) Consulting Teachers may be on the list at any one time. The panel will assign each participating teacher to a Consulting Teacher on the list (subject to the provisions of Section 9). Consulting Teachers will serve on the list for a two (2) year term. No employee may serve for more than two (2) consecutive terms as a Consulting Teacher. A Consulting Teacher may not be appointed to a position requiring an administrative credential in the District while serving as a Consulting Teacher or for one (1) year following the completion of service as a Consulting Teacher.
 - 4.3 The panel shall conduct multiple classroom observations of each candidate for Consulting Teacher prior to selection. The term “multiple” shall mean at least two observations per candidate. The observations may be scheduled or unscheduled in the discretion of the Panel.
 - 4.4 Each applicant for Consulting Teacher will submit three (3) references from individuals with specific knowledge of the applicant’s expertise, including but not limited to an administrator, an Association representative, another classroom teacher, or another certificated or classified employee. All applications shall remain confidential.
 - 4.5 The Panel’s selection procedures, activities, and criteria, and its judgments regarding selection, retention and removal of Consulting Teachers, shall not be subject to the grievance procedure.
 - 4.6 The Panel may remove a Consulting Teacher from that assignment. The Consulting Teacher will be compensated on a pro-rata basis for the length of service in the position prior to removal.
5. The panel will also perform the following functions:
 - 5.1 The panel will design and implement the process for recruitment of volunteers as soon as possible after notification of District eligibility for PAR from the State.
 - 5.2 Review and analyze peer review reports prepared by the Consulting Teachers. The panel will complete this process in accordance with timelines which permit the timely completion of the evaluation process.
 - 5.3 Make recommendations to the Superintendent or his/her designee and to the Governing Board regarding participants in PAR, including providing names of participants not able to demonstrate satisfactory improvement after getting sustained assistance.

- 5.4 A participant will be allowed one appeal to the panel regarding the panel's assignment of a Consulting Teacher to the participant. The participant will be allowed to meet with the panel to present the participant's rationale for requesting a different Consulting Teacher. The participant may be represented by the Association at the meeting.
 - 5.5 Annually evaluate the impact of the PAR program by using, among other things, interviews or surveys of the PAR participants.
 - 5.6 Submit recommendations for improvement of the PAR Program to the Governing Board and the Association.
6. The assessment, and recommendations of the panel and the peer review reports by the Consulting Teachers shall be advisory only, for the benefit of the participating teacher and the District. They shall in no way limit the District's discretion or authority with regard to decisions and actions regarding the employment status of any employee. The fact that the employee is participating in PAR will not create any right or expectancy of continued employment by the District for any period of time.
 7. With respect to each individual teacher participating in PAR, the principal or his/her designee will:
 - 7.1 Provide written and clearly stated performance goals which are aligned with pupil learning and are consistent with the Stull Act. Each participant will be expected to cooperate with the Consulting Teacher and the principal or his/her designee.
 - 7.2 Communicate an expectation of and strong encouragement for a cooperative relationship between the Consulting Teacher and the principal or his/her designee with respect to the process of peer assistance and review. The panel will develop standards and guidelines to be used by the Consulting Teacher in working with and assessing participants. This will include but not be limited to timelines for completion of peer review reports for submission to the panel. The Consulting Teacher should confer regularly with the principal or his/her designee regarding the implementation of the PAR program with respect to each individual participant. The Consulting Teacher's final peer review report will be forwarded to the panel and to the principal or his/her designee.
 - 7.3 Provide or refer the participant to sufficient staff development activities to assist the participant to improve teaching skills and knowledge. The principal or his/her designee may require or recommend participation in such activities, in the discretion of the principal, pursuant to the provisions of Education Code section 44664(b) and other applicable law. The Consulting Teacher may recommend participation by the participant in such activities. If the participant fails to follow the recommendation, the Consulting Teacher may request that the principal or his/her designee recommend participation in such activities. Nothing in this Article shall be interpreted to entitle a participant to compensation for staff development activities which is not provided for expressly elsewhere in this Agreement.

- 7.4 Place the final evaluation of a participant in PAR in the personnel file maintained by the District with respect to the participant. The results of the participation in PAR shall be part of the Stull Act evaluation. However, those results are advisory only, and the District will remain responsible for the evaluation and assessment of the participant's performance. The participating teacher shall have the right to submit a written response to the final PAR report within twenty (20) calendar days of receipt, after which the PAR report will be placed in the personnel file. The participating teacher will also have the right to request within five (5) days (as defined in this Article above, Section 4) of receipt of the final PAR report a meeting with the panel to discuss the final PAR report and may be represented at the meeting by an Association representative.
8. Each Consulting Teacher will have responsibility for no more than four (4) participating teachers. The Consulting Teacher shall meet with the participating teacher to discuss the PAR program, to establish performance goals consistent with applicable guidelines and the areas of concern, if any, revealed on performance evaluations, develop an assistance plan and a process for determining successful completion of the PAR program. In the event the Consulting and Participating Teachers are unable to agree on the goals, the Consulting Teacher will determine the goals. The Consulting Teacher will conduct multiple observations of the participating teacher during classroom instruction and other duties and may have both pre-observation and/or post-observation conferences. Pre- and post-observation conferences are encouraged under appropriate circumstances. The Consulting Teacher shall monitor the progress of the participating teacher and shall make periodic written reports to the participating teacher and the participating teacher's immediate supervisor regarding the participant's progress.
9. The District will also establish a monitoring component for PAR with a written record. The District, in its discretion, may enter into agreements with other Districts to combine PAR programs, so long as those agreements do not violate a specific provision of this Article.
10. Compensation shall be provided as follows:
- 10.1 Bargaining unit members serving on the panel shall be paid \$1,200 per year.
- 10.2 Bargaining unit members serving as Consulting Teachers shall be paid \$1,300 per participating teacher per year, pro-rated for partial years, based on the number of participating teachers assigned by the Panel.
- 10.3 Compensation is not provided for participation in PAR.
- 10.4 Any additional time beyond the Consulting Teacher's required workday in excess of twenty five (25) hours per participating teacher per year shall be paid at the Extra Duty Hourly Rate, if the Superintendent or his/her designee and the panel mutually agree to approve the excess time in writing in advance.

11. Functions performed by bargaining unit members as part of the PAR program shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights and responsibilities of bargaining unit members.
12. Panel members and Consulting Teachers may disclose information about participating teachers only as directly and actually necessary to carry out their duties under this Article.
13. Consulting Teachers are entitled to defense and indemnification for activities performed as part of the PAR program, as set forth in applicable provisions of the California Government Code.
14. This program shall be totally funded from State Funds provided for the PAR program. No funds from the General Fund shall be utilized.
15. In the event that the District receives official notification from the State that the District will not be receiving in any year all of the District's share of the funds specified in ABX 1 (1999) for PAR or that there is any material reduction in funding entitlement or in the minimum required elements of PAR, the District may reopen this Article for negotiation by providing written notice to the Association. Work already performed will be pro-rated for the length of service until the time the District notifies the panel that services under this Article will not be continued and notifies the Association of the District's intent to reopen this Article for negotiation.

By: _____ Date _____
Douglas Kline
Superintendent, Calipatria Unified
School District

Calipatria Unified Teachers Association CRA/NEA

By: _____ Date _____

By: _____ Date _____

By: _____ Date _____

EXHIBIT A
SALARY SCHEDULE

EXHIBIT B

ADDENDUM TO CERTIFICATED SALARY SCHEDULE

EXHIBIT B

ADDENDUM TO CERTIFICATED SALARY SCHEDULE

1. Unit members with experience coming into the system will receive prior service credit up to eight years on the basis of one step for each year of teaching experience beginning with the 1991-92 school year. Teachers new to the district may not come in beyond step 9, pursuant to Education Code Section 45028(b).
2. All unit members will be required to submit official transcripts of all training and letters verifying that experience which they desire to have counted toward placement on the salary schedule. Work must be completed before the beginning of the school year and transcripts must be received by the District Office before December 1 in order to be credited for an advance on the schedule. Degrees must be awarded and recorded before the beginning of the school year and transcripts must be received by the District Office before December 1 in order to be credited for an advance on the salary schedule.
3. All earned credits must be in semester units.
4. Unit members anticipating change in classification must notify the District office of this intention prior to June 1st of the current school year. This is necessary for budgetary reasons.
5. After nineteen (19) years of teaching with thirteen (13) years of continuous service in the District, teachers shall receive a longevity increment designated as Step 15 of the Salary Schedule. After twenty-four (24) years of teaching with eighteen (18) years of continuous service in the District, teachers shall receive an additional longevity increment designated as Step 16 of the Salary Schedule.
6. Teachers in a full-time special education position will receive a stipend of \$500.00.
7. Bilingual Stipends (Effective as of July 1, 2006)
 - 7.1 In order to qualify for the stipend, the unit member must report all changes in his/her certificate status under the established procedure and deadlines applicable to salary credit for additional educational units. If those procedures and deadlines are followed, the stipend will be effective at the beginning of the next school year.
 - 7.1.1 If the District is the sole agency which issues the certificate, the unit member is not responsible for notifying the District that the unit member has qualified for the certificate. However, the unit member is still responsible for notifying and/or registering the certificate with other local and state agencies, if required by law.
 - 7.1.2 If the District is not the sole agency which issues the certificate, the unit member is responsible for notifying the District that the certificate has been issued and for registering the certificate as required by law.

7.1.3 Verification of such notification and/or registration must be provided to the District under the procedures and deadlines referred to above in order to qualify for the stipend.

7.2 The stipends are as follows:

<u>Stipend Eligibility</u>	<u>Annual Stipend Amount</u>
Hold BCLAD	
Any assignment	\$750
Hold CLAD	
Any assignment	350
Hold SDAIE and ELD	
Any assignment	350
Hold SDAIE	
Any assignment	200

7.3 No unit member may receive more than one stipend at the same time, under this section seven.

EXHIBIT C
EXTRA DUTY SALARY SCHEDULE

EXHIBIT D
IMPERIAL COUNTY SCHOOLS
VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION
(VEBA)

EXHIBIT E
SCHOOL CALENDAR

EXHIBIT F
GRIEVANCE FORMS

CALIPATRIA UNIFIED SCHOOL DISTRICT

EXHIBIT F

GRIEVANCE

STEP 1

NAME OF INDIVIDUAL

GRIEVANT: _____

CURRENT ASSIGNMENT: _____

SCHOOL: _____

CLEAR, CONCISE STATEMENT OF THE GRIEVANCE: _____

FACTS AND CIRCUMSTANCES RELEVANT TO THE GRIEVANCE: _____

SPECIFIC PROVISIONS OF THE AGREEMENT VIOLATED: _____

SPECIFIC REMEDY SOUGHT: _____

SIGNATURE OF THE GRIEVANT

DATE RECEIVED BY IMMEDIATE
SUPERVISOR

DATE

CALIPATRIA UNIFIED SCHOOL DISTRICT

GRIEVANCE

EXHIBIT F

DECISION AT STEP 1

NAME OF INDIVIDUAL GRIEVANT: _____

IDENTIFICATION OF GRIEVANCE: _____

GRIEVANCE ALLOWED _____ GRIEVANCE DENIED _____

REASONS FOR DECISION:

SIGNATURE OF IMMEDIATE SUPERVISOR

DATE

CALIPATRIA UNIFIED SCHOOL DISTRICT

GRIEVANCE

EXHIBIT F

STEP 2

NAME OF INDIVIDUAL GRIEVANT: _____

(Attach grievance at Step 1 and decision at Step 1).

CLEAR, CONCISE STATEMENT OF REASONS FOR APPEAL: _____

REASONS WHY DENIAL AT STEP 1 SHOULD BE REVERSED: _____

SIGNATURE OF GRIEVANT

DATE

DATE RECEIVED BY SUPERINTENDENT

CALIPATRIA UNIFIED SCHOOL DISTRICT

GRIEVANCE

EXHIBIT F

DECISION AT STEP 2

NAME OF INDIVIDUAL GRIEVANT: _____

IDENTIFICATION OF GRIEVANT: _____

GRIEVANCE ALLOWED _____ GRIEVANCE DENIED _____

REASONS FOR DECISION:

SIGNATURE OF THE SUPERINTENDENT

DATE

EXHIBIT G
PROFESSIONAL GROWTH

EXHIBIT H

JOB DESCRIPTIONS

Curriculum and Instruction Coach

Dean of Students (Assistant to the High School Principal)

Lead Teacher

Language, Speech and Hearing Specialist

Calipatria Unified School District
Job Description
CURRICULUM AND INSTRUCTION COACH

BRIEF DESCRIPTION OF POSITION

The Curriculum and Instruction Coach, under the direct supervision of the Principal at Fremont Elementary School, will assist teachers in the planning, implementation, and evaluation of curriculum and of instructional approaches to increase the achievement of students in reading language arts and mathematics.

Duties and Responsibilities:

- Assist teachers in the alignment of curriculum, instruction and assessment to achieve reading and mathematics standards.
- Work with teacher teams in the development of curriculum and assessments and in the review of student work to design instruction.
- Identify relevant resources and materials to address identified needs of student groups.
- Participate in training and support networks, e.g., Site Literacy Leaders and Math Network, to share and disseminate learning.
- Help teachers with the implementation and evaluation of a new reading program.
- Coordinate with English Language and SELPA specialists to provide access to relevant reading training and research to help teachers meet the needs of student groups.
- Help teachers analyze data on student achievement (including SAT-9) to plan instruction to increase student performance.
- Coordinate with the Counselor in the assessment and appropriate placement of students, assisting with reading placement of new students as needed.
- Assist teachers with classroom innovations by modeling lessons, co-planning and providing feedback.

Qualification - Knowledge and Abilities:

- Expertise in teaching the components of a comprehensive, research-based reading program.
- Commitment to two years in this position to support the improvement process at Fremont Elementary School.
- Ability to bring people together for collaborative planning.
- Desire to learn and to share learning.
- Knowledge of effective instructional strategies, e.g., hand-on learning and varied grouping.
- Five years of successful teaching experience.

Calipatria Unified School District
Job Description
DEAN OF STUDENTS (ASSISTANT TO THE HIGH SCHOOL PRINCIPAL)

BRIEF DESCRIPTION OF POSITION

Assists the high school principal in the implementation of student supervision and discipline policies of the Calipatria Unified School District. This is a two-year position which will support the improvement process at Calipatria High School. Provides assistance to students and parents through coordinated community services to meet the special needs of pupils with school attendance problems or school behavior problems. Strengthens and maintains lines of communications with agencies (public and private) able to assist students.

DUTIES AND RESPONSIBILITIES

- Represents the principal in usual matters of pupil discipline to ensure consistent reinforcement of school and district discipline policies and procedures.
- Cooperates with teachers in handling discipline cases referred by teachers.
- Facilitates joint conferences with parents/teachers to work together to improve behavior and to take other actions as necessary in compliance with State law.
- Exercises the authority of the school in cases of necessary suspension in line with school policy, under the general direction of the Principal.
- Recommends alternatives and divertive measures to avoid suspension and expulsion.
- Works with CHS leadership team and faculty on ways to prevent discipline problems.
- Functions as SARB Liaison Officer and acts as liaison between the SARB and students, parents, school administrators, and county community agencies.
- Prepares cases for involuntary transfer to Continuation High School/Opportunity Class; acts as school advocate before Administrative Panel for appeals.
- Prepares cases for expulsion presentation before Administrative Panel.
- Represents the school in contacts with law enforcement agencies.
- Is responsible for coordination of campus supervision, including lunch periods.
- Assists the principal in providing adequate supervision for extra-curricular activities of the school, such as athletic contests, assemblies, class plays, dances, pep rallies, athletic officials, and back-to-school nights.

QUALIFICATIONS & KNOWLEDGE AND ABILITIES

- Uses common sense and good judgment in all dealings with faculty, staff, students, parents, and community.
- Uses effective communication for transmittal of information to more adequately solve problems of truancy and insubordination.
- Performs complex duties and assumes the responsibility and use of good judgment in recognizing scope of authority relative to interpretation and application of policies, law and rules which govern school district activities.
- Keeps accurate records on all student and parent contacts, and will complete a monthly evaluation report.
- Performs such other duties that may be assigned by High School Principal

Calipatria Unified School District
Job Description
Lead Teacher

BASIC DESCRIPTION OF POSITION

The Lead Teacher, under the direct supervision of the Principal at the school site, will assist teachers in the planning, implementation, and evaluation of schoolwide instructional approaches and of curriculum in identified areas to increase the achievement of students. This individual will participate as a member of the school leadership team to implement the school improvement plan to increase achievement for all students. This person will be knowledgeable of current trends, strategies, techniques and interventions to assist the high school staff in developing an instructional program that is focused on helping low achieving students increase STAR test scores and be successful on the California High School Exit Exam (CAHSEE)

DUTIES AND RESPONSIBILITIES

- Assist teachers in the alignment of curriculum, instruction and assessment to achieve core content standards.
- Work with teacher teams in the development of curriculum and assessments and in the review of student work to design instruction.
- Identify relevant resources and materials to address identified needs of student groups.
- Participate in training and relevant support networks, e.g. Site Literacy Leaders and Math Network, to share and disseminate learning.
- Collaborates with teachers in the implementation and evaluation of a new intervention program(s).
- Coordinate with English Language and SELPA specialists to provide access to relevant reading training and research to help teachers meet the needs of identified student groups.
- Help teachers analyze data on student achievement (including STAR and CAHSEE) to plan instruction to increase student performance.
- Coordinate with counselors in the assessment and appropriate placement of students.
- Assists teachers with classroom innovations by modeling lessons, co-planning, and providing feedback in a collegial, non-evaluative environment.
- Collaborates with the staff in implementing the district discipline policy to effect a positive learning environment in the school.
- Coordinates staff development for implementation, monitoring and assessment of the school discipline policy.
- Assists in providing adequate supervision of students during the regular school day and other school related activities as assigned.

QUALIFICATIONS - KNOWLEDGE AND ABILITIES

- Demonstrated expertise in classroom teaching.
- History of positive working relation with groups and individuals.
- Ability to bring people together for collaborative planning.
- Desire to learn and to share learning.
- Knowledge of effective instructional strategies, e.g. hands-on learning and varied groupings.
- Pursuant to Title 5 80020.4.1(a), must hold a teaching credential based on a bachelor's degree, teacher preparation program and student teaching.

CALIPATRIA UNIFIED SCHOOL DISTRICT
ESSENTIAL JOB FUNCTIONS
LANGUAGE, SPEECH AND HEARING SPECIALIST

Job Purpose Statement(s): Under the direction of the Superintendent or designee, provides speech correction services to students with speech and/or language disorders, and provides special training in understanding oral communication to students having auditory impairments.

Essential Job Functions:

- Identifies, assesses and remediates students who have problems in the area of oral communication.
- Organizes identified students into instructional groups and provides an instructional program designed to minimize and/or correct their speech disorder.
- Consults with teachers of students identified as having problems or oral communication regarding needs of such students.
- Assists teachers in identifying and referring students who have possible speech disorders.
- Consults with teachers of students with hearing impairments regarding needs of such students.
- Provides information and counseling for students, parents and teachers regarding hearing impairments.
- Facilitates meetings (i.e. IEP conferences, parent meetings, in-services, etc.) for the purpose of developing Speech and Language plans and/or providing information regarding students' functional goals.
- Plans own schedule and caseload, within resource restraints, to meet identified needs.
- Provides information to parents relating to community services available for speech and hearing impaired students.
- Evaluates and makes periodic reports of the personal adjustment and educational progress to parents and school personnel of each speech and/or hearing impaired student.
- Maintains required site and district records and makes reports as directed.
- Serves as resource person for Special Education and other Pupil Personnel Services.

Other Job Functions:

- Performs other duties as assigned. Job Requirements-Qualifications:

Skills, Knowledge and/or Abilities:

- to assess students to determine eligibility for speech and language services;
- provide speech and language therapy to identified special education students;
- consults with teachers regarding accommodations necessary in the general education program;
- participate in Student Study Team meetings on the school site.

Licenses, Certifications, Bonding and/or Testing Required: Valid California Clear Clinical or Rehabilitative Services Credential; valid California driver's license, Criminal Justice Fingerprint Response.

EXHIBIT I
CERTIFICATED
EVALUATION FORMS

Calipatria Unified School District
Certificated Evaluation

Teacher Name		School		Date
Course or Grade	<input type="radio"/> Temporary	Probationary <input type="radio"/> 1st Year	Probationary <input type="radio"/> 2nd Year	<input type="radio"/> Permanent

PART 1: STANDARDS OF PROFESSIONAL RESPONSIBILITIES

Does Not Meet Standards	Meets Standards w/Growth	Meets Standards	Not Evaluated	Standard 1: Engaging and Supporting All Students in Learning
				1.1 Connecting students' prior knowledge, life experiences 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.
Does Not Meet Standards	Meets Standards w/Growth	Meets Standards	Not Evaluated	Standard 2: Creating and Maintaining Effective Environments for Student Learning
				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.
Does Not Meet Standards	Meets Standards w/Growth	Meets Standards	Not Evaluated	Standard 3: Understanding and Organizing Subject Matter for Student Learning
				3.1 Demonstrating knowledge of subject matter content and student development.
				3.2 Organizing curriculum to support student understanding of subject matter.
				3.3 Interrelating ideas and information within and across subject matter areas.
				3.4 Developing students understanding through instructional strategies that are appropriate to the subject matter.
				3.5 Using material, resources and technologies to make subject matter accessible to students.
Administrator's Initials	Teacher's Initials		Summary on page 3 shall include written recommendations for all items checked "Does Not Meet Standards"	

Calipatria Unified School District
Certificated Evaluation

Teacher Name		School		Date
Course or Grade	<input type="radio"/> Temporary	Probationary <input type="radio"/> 1st Year	Probationary <input type="radio"/> 2nd Year	<input type="radio"/> Permanent

Does Not Meet Standards	Meets Standards w/Growth	Meets Standards	Not Evaluated	
				Standard 4: Planning Instruction and Designing Learning Experiences For All Students
				4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs.
				4.2 Establishing and articulating goals for student learning.
				4.3 Developing and sequencing instructional activities and materials for student learning.
				4.4 Designing short-term and long-term plans to foster student learning.
				4.5 Modifying instructional plans to adjust for student needs.
				Standard 5: Assessing Student Learning
				5.1 Establishing and communicating learning goals for all students.
				5.2 Collecting and using multiple sources of information to assess student learning.
				5.3 Involving and guiding all students in assessing their own learning.
				5.4 Using the results of assessments to guide instruction.
				5.5 Communicating with students, families and other audiences about student progress.
				Standard 6: Developing As A Professional Educator
				6.1 Reflecting on teaching practice and planning professional development.
				6.2 Establishing professional goals and pursuing opportunities to grow professionally.
				6.3 Working with communities to improve professional practice.
				6.4 Working with families to improve professional practice.
				6.5 Working with colleagues to improve professional practice.
				6.6 Balancing professional responsibilities and maintaining motivation.
Administrator's Initials		Teacher's Initials		Summary on page 3 shall include written recommendations for all items checked "Does Not Meet Standards"

Calipatria Unified School District
Certificated Evaluation

Teacher Name		School		Date
Course or Grade	<input type="radio"/> Temporary	Probationary <input type="radio"/> 1st Year	Probationary <input type="radio"/> 2nd Year	<input type="radio"/> Permanent

INDIVIDUAL TEACHER PERFORMANCE OBJECTIVES

Performance objectives are based on measurable and/or observable teacher activities that support the elements that comprise the California Standards for the Teaching Profession in curricular subject areas, Standards 1-6, Elements 1.1 to 6.6. Probationary teachers shall complete 3 objectives, Permanent teachers shall complete 2 objectives.

Performance Objective #1:

Standard:

Element:

Performance Objective #2:

Standard:

Element:

Performance Objective #3:

Standard:

Element:

As provided for in Education Code 44663, you have the right to respond in writing to this evaluation within ten (10) working days. This response shall be attached to the evaluation prior to it being placed in the teacher's personnel file if received within ten (10) working days after receipt of the receipt of the evaluation. If received after ten (10) working days, it will be added to the personnel file when received by the District.

Evaluator's Signature _____ Date _____

Teacher's Signature _____ Date _____

Signature indicates the employee has seen and discussed the evaluation report, but does not necessarily indicate complete agreement with all factors.

Calipatria Unified School District
Certificated Evaluation

Teacher Name		School		Date
Course or Grade	<input type="radio"/> Temporary	Probationary <input type="radio"/> 1st Year	Probationary <input type="radio"/> 2nd Year	<input type="radio"/> Permanent

Informal observation

Evaluator is to complete this form and review with the teacher at an evaluation conference. Attach additional sheets as necessary.

1. Description of Instructional Activities:

2. Reactions/Suggestions/Directives:

As provided for in Education Code 44663, you have the right to respond in writing to this evaluation within ten (10) working days. This response shall be attached to the evaluation prior to it being placed in the teacher's personnel file if received within ten (10) working days after receipt of the receipt of the evaluation. If received after ten (10) working days, it will be added to the personnel file when received by the District.

Evaluator's Signature _____ Date _____

Teacher's Signature _____ Date _____

Signature indicates the employee has seen and discussed the evaluation report, but does not necessarily indicate complete agreement with all factors.

Calipatria Unified School District
Teacher Evaluation

The formal evaluation procedure shall center around three major components:

- Instructional Proficiencies
- Student Performance Objectives
- Teacher Job Responsibilities

1. Teachers to be formally evaluated during the current year shall be so notified by October 1.
 - a. Permanent teachers shall be evaluated no less than once every two years.
 - b. Probationary teachers shall receive a minimum of two formal evaluations a year, one prior to winter recess and one in the spring.
 - c. Permanent teachers receiving an overall unsatisfactory evaluation shall be evaluated on, at least, an annual basis, until the teacher achieves an overall satisfactory evaluation or is separated from the District.
 - d. Teachers hired after October 1 shall be formally evaluated as determined by the site administrator.
2. Permanent teachers not notified by October 1 shall not be formally evaluated unless the teacher has been given a thirty (30) day written notice no later than December 1 to institute the formal evaluation process. This evaluation notice must be approved by the District prior to implementation.
3. Nothing in the procedure shall preclude any additional evaluation conferences, observations, or formal evaluations at the discretion of the evaluator. Nothing in this procedure shall preclude the teacher from requesting additional conferences or evaluations.
4. The final evaluation shall be delivered to the teacher no later than May 1. The judgments reached by the evaluator are not subject to the grievance procedure.
5. The evaluator shall be the unit member's immediate supervisor and/or other site/central office administrator.

PRIOR TO THE PLANNING CONFERENCE

Each teacher shall prepare individual teacher performance objectives for the current school year for review and approval by the primary evaluator.

PLANNING CONFERENCE

6. A planning conference shall be held by the evaluator not later than:
 - a. October 15 for probationary teachers
 - b. October 30 for permanent teachers
7. The purpose of the conference includes:
 - a. Review of the teacher performance objectives and review of the evaluator criteria;
 - b. Modification, if necessary, and determine measurement data, (teacher may select an area such as Results, Portfolio, Accelerated Reading);
 - c. Finalizing of the evaluation plan;
 - d. Probationary teachers shall complete three (3) performance objectives. Permanent teachers shall complete two (2) performance objectives.
8. Methods of this evaluation shall be appropriate for each of the three major components. This includes, but is not limited to, observations, products, judgment, performance standards based on student growth, anecdotal records including a student assessment selected by the teacher.

CLASSROOM OBSERVATIONS

9. For permanent teachers there shall be one formal observation, in the spring, on appropriate District forms for each evaluation period. For probationary teachers there shall be at least two formal observations on the appropriate

Calipatria Unified School District
Teacher Evaluation

District forms for each evaluation period, one prior to winter recess and a final formal evaluation in the spring.

10. All written summaries of the observation shall be delivered to the teacher within five (5) working days following the observations, and signed by the teacher and evaluator.
11. A formal observation shall include the following:
 - o The time for the formal observation of permanent teachers shall not be less than 30 minutes. Formal observations may be augmented by informal observations. The combined time for the two formal observations of probationary teachers shall not be less than 60 minutes. Formal observations may be augmented by informal observations.
 - o Each formal observation will be noticed to the teacher at an unspecified date within a three-week time frame.
 - o A conference involving the evaluator and the teacher shall be held to review the observation. This conference shall be held within five (5) working days.
 - o The teacher has the right to respond to the observation in writing, and the response shall be attached to the written summary of the observation.
 - o Additional observations may be provided as agreed at the request of the teacher.
 - o A teacher who is formally evaluated may request an additional evaluation by a different district evaluator than their primary supervisor. This request must be made no later than January 1 of any school year.

REMEDICATION

12. In the event a teacher is not performing his or her duties in a satisfactory manner according to the standards prescribed by the Governing Board, the evaluator shall notify the teacher in writing of such fact and describe such unsatisfactory performance.
13. If a need for improvement is indicated by the evaluator, such evaluator will provide assistance, or see that assistance is provided, in an effort to improve the teacher's performance. Other assistance deemed necessary by the teacher may be considered as a part of the improvement process.
14. Classroom observations and/or conferences may be increased at the discretion of the administration to provide the level of supervisor and guidance necessary to resolve the identified problem(s).
15. Teachers who receive a Does Not Meet Standards rating on their final evaluation in any of Standards Components 1, 3, 4 or 5, shall be deemed to have received an overall Unsatisfactory evaluation and shall participate in the District Peer Assistance and Review (PAR) program the following school year. These teachers shall also be formally evaluated the following school year. In order for a Does Not Meet Standards to be determined for a teaching standard in the above identified standards, a minimum of 3 of 5 areas within a standard must be assessed at that performance level.

PRE-EVALUATION CONFERENCES

Prior to each formal evaluation the teacher shall present the evaluator with previously agreed upon data. This shall be completed and given to the evaluator at least one week prior to the final evaluation conference.

FORMAL EVALUATION CONFERENCES

At the formal evaluation conference, the teacher shall be given the opportunity to discuss the evaluation with the evaluator. This conference shall be held prior to the submission of the evaluation to the personnel file.

The teacher shall have the right to respond in writing to the evaluation. This response shall be attached to the evaluation prior to it being placed in the teacher's personnel file if received within ten (10) working days after the receipt of the evaluation. If received after ten (10) working days it will be added to the personnel file when received by the District.

Calipatria Unified School District
Teacher Evaluation

Statements to be included as part of the formal evaluation shall relate to instructional proficiencies, student performance objectives and teacher job responsibilities including the seven (7) evaluation components comprising the Certificated Evaluation.

For probationary employees, there shall be two formal evaluation conferences, one prior to winter recess, and one in the spring which shall be the final formal evaluation conference. For permanent employees, there shall be one formal evaluation conference in the spring. The final evaluation conference shall be held no later than May 15.

FORMS

Forms to be used in the evaluation of unit members are those contained in this document. Forms may be modified during the terms of this agreement by mutual consent of the Association and the District.

Calipatria Unified School District
Teacher Evaluation

Standard 1: Engaging and Supporting All Students In Learning				
Element	Does Not Meet Standard Unsatisfactory	Meets Standard With Growth Recommended	Meets Standards	
1.1 Connecting students' prior knowledge, life experiences and interests with learning goals.	The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences and interests. The teacher does not elicit students' questions or comments during a lesson.	The teacher makes substantial 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 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 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.
1.2 Using a variety of instructional strategies to respond to students' direct needs.	The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. No adjustments are made 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 lack variety or may not be responsive to students' needs.	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher thoughtfully carries out those strategies, making some adjustments to respond to students' needs.	The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, making adjustments while teaching to respond to students' needs.
1.3 Facilitating learning experiences that promote autonomy, interaction and choices.	Learning experiences are directed by the teacher, permitting no student autonomy, interaction or choice.	Learning experiences are directed by the teacher and allow limited student autonomy, interaction and choice.	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 facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy and choice in the pursuit of significant learning.
1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.	No learning opportunities are provided for students to engage in problem solving, analysis or inquiry within or across 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.	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.	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.
1.5 Promoting self directed, reflective learning for all students.	No opportunities are provided for students to initiate their own learning or to monitor their own work.	Student learning is monitored by teacher, but appropriate opportunities are not provided for students to reflect on their work individually.	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 take initiative for their own learning, and reflect on, talk about, and evaluate their own work with peers.

Calipatria Unified School District
Teacher Evaluation

Standard 2: Creating and Maintaining Effective Environments for Student Learning				
Element	Does Not Meet Standard Unsatisfactory	Meets Standard With Growth Recommended	Meets Standards	
2.1 Creating a physical environment that engages all students.	The physical environment does not support student learning. There are one or more safety hazards and materials are difficult to access when needed.	The physical environment is arranged for safety, accessibility, and it facilitates some learning.	The arrangement of the physical environment ensures safety, accessibility, and encourages learning. Most students work well individually or together as they participate in learning activities.	The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement for all students in learning activities.
2.2 Establishing a climate that promotes fairness and respect.	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 behaviors is unfair or inequitable.	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.	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.	Students ensure that a climate of equity, caring and respect is maintained in the classroom and the students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable
2.3 Promoting social development and group responsibility.	Students' social development, self-esteem, and diversity are not supported, and students have no sense of responsibility for each other.	Students respect each other's differences most of the time and work together moderately well. The teacher provides few opportunities for students to assume responsibility.	Students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.	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.
2.4 Establishing and maintaining standards for student behavior.	No standards for behavior appear to have been established, or students are confused about what the standards are.	Standards for behavior have been established by the teacher.	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.	Student and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.
2.5 Planning and implementing classroom procedures and routines that support student learning.	Classroom procedures and routines have not been established or are not being enforced.	Procedures and routines have been established and work moderately well, with some loss of instructional time.	Procedures and routines work smoothly, with no loss of instructional time.	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.
2.6 Using instructional time effectively.	Learning activities are often rushed or too long and transitions are rough or confusing, resulting in a loss of instructional time.	Instructional time is paced so that some students complete learning activities.	Pacing of the lesson is appropriate to the activities, and enables all students to engage successfully with the content. Transitions are smooth.	Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transition is seamless.

Calipatria Unified School District
Teacher Evaluation

Standard 3: Understanding and Organizing Subject Matter for Student Learning				
Element	Does Not Meet Standard Unsatisfactory	Meets Standard With Growth Recommended	Meets Standards	
3.1 Demonstrating knowledge of subject matter and student development	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.	The teacher's working knowledge of subject matter and basic principles of student development reflect only on a single perspective, supports some students' learning, and is usually 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 individual students' development incorporates a broad range of perspectives, strongly supports all students' learning and is current.
3.2 Organizing curriculum to support student understanding of subject matter.	The curriculum is not organized and it rarely demonstrates concepts, themes and skills; rarely values different perspectives or rarely support students' understanding of core concepts.	The curriculum is loosely organized, inconsistently demonstrates concepts, themes and skills without revealing or valuing different perspectives, and supports a limited understanding of core concepts.	The curriculum is organized and sequenced, demonstrates concepts, themes and skills; reveals and values different perspectives; and supports an understanding of core concepts for all students.	The curriculum is organized and sequenced, 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.
3.3 Interrelating ideas and information within and across subject matter areas.	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.	The teacher may use a few strategies to make the content accessible to students, and encourages only a limited number of students to think civically or to extend their knowledge of subject matter.	The teacher identified and integrates key concepts and information within the curriculum, relates content to students' lives, and uses previous learning to extend students' understanding.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning, and use this to extend their understanding.
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter.	Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage student to think critically or to extend their knowledge.	The teacher may use a few strategies to make the content accessible to students, and encourage only a limited number of students to think critically or to extend their knowledge of subject matter.	The teacher uses appropriate instructional strategies to make content accessible to all students, to encourage them to think critically, and to extend their knowledge of 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 and enthusiasm for subject matter.
3.5 Using materials, resources and technologies to make subject matter accessible to students.	Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately 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 support the curriculum and promote students' understanding of content and concepts. Materials reflect diverse perspectives.	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.

Calipatria Unified School District
Teacher Evaluation

Standard 4: Planning Instruction and Designing Experiences for All Students				
Element	Does Not Meet Standard Unsatisfactory	Meets Standard With Growth Recommended	Meets Standards	
4.1 Drawing on and valuing students' background, interest, and developmental learning needs.	Instructional plans do not match or reflect students' backgrounds, experiences, interest and developmental needs and do not support students' learning.	Instructional plans rarely reflect information about students' backgrounds, experiences, interest and developmental needs to support students' learning.	Instructional plans reflect students' backgrounds, experiences, interests and developmental needs to support students' learning.	Instructional plans build on students' backgrounds, experiences, interests and developmental needs to support all students' learning.
4.2 Establishing and articulating goals for student learning.	Instructional goals are not established or do not address students' language, experiences or school expectations. Expectations for students are low.	Some instructional goals address students' language, experiences and school expectations. Expectations for students are inconsistent.	Short-term instructional goals are based on students' language, experiences and school expectations. Goals are appropriately challenging for most students and represent valuable learning. Expectations for students are generally high.	Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experiences and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are consistently high.
4.3 Developing and sequencing instructional activities and materials for student learning.	Instructional activities and materials are not appropriate to the students, or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.	Instructional activities and materials are partially appropriate to students and the learning goal, and some students in meaningful learning. Some activities are logically sequenced with individual lessons.	Instructional activities and materials are appropriate to students and 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 different 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.
4.4 Designing short-term and long-term plans to foster student learning.	Individual lesson plans have little or no relations to long-term goals, or a unit plan has little recognizable structure.	Long-term plans have recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Long-term plans have a coherent structure with learning activities, individual lessons are well sequenced to promote understanding on concepts.	Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and prompt understanding of complex concepts.
4.5 Modifying instructional plans to adjust for student needs.	Instructional plans are not modified, in spite of evidence that modifications would improve student learning.	Instructional plans are occasionally modified as needed to enhance student learning based on formal and informal assessment.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.	Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions, to ensure deeper conceptual understanding by all students.

Calipatria Unified School District
Teacher Evaluation

Standard 5: Assessing Student Learning				
Element	Does Not Meet Standard Unsatisfactory	Meets Standard With Growth Recommended	Meets Standards	
5.1 Establishing and communicating learning goals for all students.	Few or no learning goals are established. Learning goals are not clearly communicated to students.	Limited learning goals are established to meet school and district expectations. Goals are communicated to some students.	Learning goals are established in relation to students' needs and the curriculum, and meet district and state expectations. Goals are communicated to all students.	Learning goals are established by the teacher and students. Goals are appropriate to students' needs and the curriculum, and meet district and state expectations. Goals are communicated to all students.
5.2 Collecting and using multiple sources of information to assess student learning.	The teacher uses no consistent source of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.	The teacher uses limited sources of information to assess students learning and limited 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 a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies to understand student progress.
5.3 Involving and guiding all students in assessing their own learning.	The teacher does not encourage students to reflect on or assess their own work.	Student reflection is encouraged and guided by the teacher during some activities. Limited opportunities are provided for students to discuss work.	Student reflection and self-assessment are included in most learning activities. The teacher models skills and assessment strategies to help students understand and discuss their work.	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss their work.
5.4 Using the results of assessments to guide instruction.	Information about student learning is inappropriate or not used by the teacher to plan, guide or adjust instruction.	Information from a limited range of assessments is used to plan 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 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 variety of ongoing assessments is used to plan and modify learning activities, and to support classes and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.
5.5 Communicating with students, families and other audiences about student progress.	The teacher provided incomplete or unclear information about student learning to students, families and support personnel.	The teacher provides limited information about student learning to students, families and support personnel to promote understanding and academic progress.	The teacher regularly exchanges information about student learning with student, families and support personnel in ways that improve understanding and encourage academic 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.

Calipatria Unified School District
Teacher Evaluation

Standard 6: Developing As A Professional Educator				
Element	Does Not Meet Standard Unsatisfactory	Meets Standard With Growth Recommended	Meets Standards	
6.1 Reflecting on teaching practice and planning professional development	The teacher may reflect on specific problems or areas of concern in his/her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.	The teacher reflects on some lesson areas of concern in his/her teaching practice, assesses growth in these areas with assistance, and may use reflection to plan professional development.	The teacher reflects on his/her teaching practice in relation to areas on concern and student learning, assesses growth over time, and may use reflection to plan professional development.	The teacher reflects on his/her teaching practice in relation to student learning and instructional goals, assesses growth over time, and plans professional development based on reflection.
6.2 Establishing professional goals and pursuing opportunities to grow.	Professional goals are not established to guide practice and rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.	Professional goals are established with assistance. The teacher pursues opportunities to acquire new knowledge and skills, but infrequently participates in 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 extended and the teacher purposefully pursues opportunities to expand knowledge and skills, and participates in and contributes to the professional community.
6.3 Working with communities to improve professional practice.	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.	The teacher understands the importance of students and 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 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 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.
6.4 Working with families to improve professional practice.	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.	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 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 all students' families, understands their diverse backgrounds maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the classroom or school community.
6.5 Working with colleagues to improve professional practice.	The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district events or learning activities.	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 engages in dialogue with colleagues, collaborates with staff to meet students' needs, and participates in school-wide events.	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

Calipatria Unified School District
Teacher Evaluation

Standard 6: Developing As A Professional Educator (Continued)			
<p>6.6 Balancing professional responsibility and maintaining motivation.</p>	<p>The teacher fails to fulfill professional responsibilities. The teacher does not stay current about professional and legal responsibilities for students' learning, behavior and safety.</p>	<p>The teacher attempts to fulfill professional responsibilities. The teacher demonstrates inconsistent professional conduct and integrity in the classroom and school community. The teacher is usually current about professional and legal responsibilities for students' learning, behavior and safety.</p>	<p>The teacher fulfills professional responsibilities. The teacher demonstrates professional conduct and integrity in the classroom and school community. The teacher keeps current about professional and legal responsibilities for students' learning, behavior and safety.</p>

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Certificated Evaluation Form for Non-Instructional Personnel
School Counselors - Summary Evaluation

Name: _____ Date: _____

Assignment: _____ School: _____

Evaluation for period ending: _____

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

I. PERSONAL QUALITIES:

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

Comments: _____

II. WORK HABITS AND COUNSELING DUTIES:

- _____ a. Maintenance of positive attendance and punctuality.
- _____ b. Maintenance of records related to graduation requirements and the essential functions of the position.
- _____ c. Implements programs which utilize school and community resources.
- _____ d. Performs tasks in a timely and orderly manner.
- _____ e. Counseling of students in areas of need (career planning, educational goals and personal problems).

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_____ f. Placement of students in appropriate classes based on data and subject specific guidelines and teacher recommendations.

_____ g. Provides support for staff in communication with parents on attendance, discipline, and students with special needs.

Comments: _____

III. SCHOOL ENVIRONMENT:

_____ a. Assists with ensuring a safe and orderly environment.

_____ b. Assists students in social development and responsibility.

Comments: _____

IV. PERFORMANCE RELATED TO NARRATIVE OF ESTABLISHED GOALS

- This is designed to give maximum flexibility to both the evaluator and the unit member being evaluated. Established Goals will consist of one (1) objective that will be developed from one (1) of the following areas: Professional Growth, Student-School Involvement, or Community Relations.
- A meeting to discuss the Established Goals will be made within thirty (30) days of the beginning of the school year.
- Goals will be submitted by unit members within thirty (30) days of the meeting to discuss the goals.
- The various aspects of the goals – details, purposes and measures of progress – may be discussed with the evaluator. Both the evaluator and the unit member will agree on the details of these goals. The District and the Association may propose a list of activities for the unit member to consider, but is only meant to offer suggestions and assistance.
- Other meetings to discuss the progress of the goals may be held at any time in the second semester with the dates and times determined by mutual agreement. A statement of achievement of progress will be given to the evaluator prior to the summary evaluation conference.
- Evaluations must be completed and signed by both evaluator and unit member no later than April 30. (Attach statement of goals)

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personnel file if received within ten (10) working days after receipt of the receipt of the evaluation. If received after ten (10) working days, it will be added to the personnel file when received by the District.

I acknowledge being apprized of the above evaluation in a personal conference.

I have attached a statement: _____ Yes _____ No

Counselor's Signature

Date