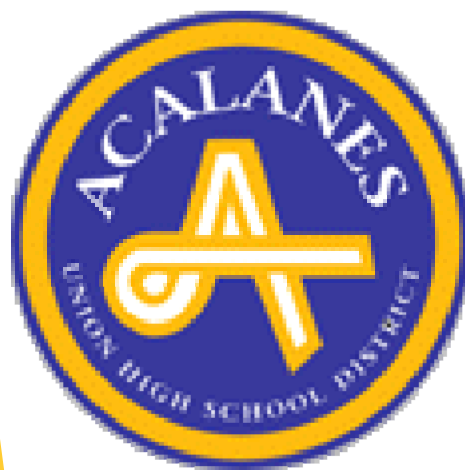


AGREEMENT
July 1, 2012
To
June 30, 2015



ACALANES
UNION HIGH
SCHOOL
DISTRICT

ACALANES
EDUCATION
ASSOCIATION

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ARTICLE 1 – AGREEMENT

- 1.1 This is an Agreement between the Acalanes Union High School District (hereinafter referred to as “District”) and the Acalanes Education Association/CTA/NEA (hereinafter referred to as “Association”) effective July 1, 2012 through June 30, 2015.

ARTICLE 2 – RECOGNITION

- 2.1 The District confirms its recognition of the Association as the exclusive representative for regular day school teachers, librarians, nurses, guidance counselors, psychologists and speech therapists (collectively hereinafter referred to as “unit members”).

ARTICLE 3 – SALARIES

- 3.1 The salary schedules and salary classifications requirements of all unit members are set forth in Appendix A (Salary Schedules), Appendix B (Schedule B Salary Schedule), Appendix C (Extra Duty Paid Assignments).
- 3.2 Unit members whose assignment is less than full time will be paid in direct proportion to the FTE assigned.
- 3.3 The certificated salary schedules for teaching positions, counselors, and psychologists shall be according to the revised schedules in Appendix A.
- 3.4 Step assignment and movement is based on the number of years of experience in another public or private school while possessing a valid California Teaching Credential or experience in another state while holding a credential recognized for reciprocity by the California Commission on Teacher Credentialing. New certificated employees hired by the district may transfer up to nine years of teaching service.
- 3.5 Unit members who qualify for column increase shall be paid the increased salary beginning the first day of the month following the time the employee submits proof of this increase (Ed Code 45048). Such pay shall begin no later than three pay periods or three months whichever is longer.
- 3.5.1 All of the following count as units towards column movement
- 3.5.1.1 Semester units (or their equivalent) above a bachelor’s degree earned at a college or university in the field in which a certificated employee is credentialed or teaches.
- 3.5.1.2 Semester units (or their equivalent) above a bachelor’s degree earned at a college or university outside of the field in which a certificated employee is credentialed provided it is relevant to the employee’s professional development or the employee has obtained prior approval from the district personnel administrator.
- 3.5.1.3 Educational travel related to the employee’s teaching or credential subject provided prior approval was obtained from the district personnel

administrator. Units shall be awarded based on one unit per 15 hours of travel with a maximum of two units that can be received per trip. The maximum number of units that can be earned through educational travel by any individual is six.

- 3.5.1.4 Workshop or professional development hours related to the employee's teaching or credential subject. One unit per 15 workshop hours shall be granted provided that the expense of the workshop (if any) is paid for by the employee and the activity takes place outside of contract hours. The employee must receive prior approval from the district personnel administrator unless the workshop is offered by the district in which case approval is implied.

- 3.6 The yearly stipend for a MA, MBA or its equivalent shall be paid per Schedule B. The yearly stipend for a Ph.D., JD, Ed.D., or its equivalent shall be paid as per Schedule B.

ARTICLE 4 – ASSOCIATION ORGANIZATION

4.1 Organizational Security

- 4.1.1 Any unit member of the Association who has applied for membership may sign and deliver to the District an assignment authorizing deduction of membership dues and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-eleventh of such dues from the regular salary check of the unit member each month for eleven months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 4.1.2 Such deduction shall be made only upon the submission of the proper dues deduction form duly completed and signed by the unit member and the Association.
- 4.1.3 The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing within thirty days after such submission.
- 4.1.4 By November 1 of each school year, the District will provide the Association with a staffing list including names, addresses, employment status, and full-time equivalencies of unit members. When the staffing list is periodically updated, AEA will be provided a copy.
- 4.1.5 Any unit member who is not a member of the Association or who does not make application for membership within thirty days of the effective day of the Agreement, or any modification of Article 4 thereof, or within thirty days from the commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues and general assessments, payable to the Association in one lump sum payment in the same manner as required for the payment of membership dues; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 4.1.1 of this Article. In the event that such unit member shall not pay such fee directly to the Association or authorize the payroll deduction within fifteen days, the District shall begin automatic payroll deductions as provided in Education Code Section 45061, and in the same manner as set forth in Section 4.1.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions except as provided in Section 4.1.9 below.
- 4.1.6 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment, except that the unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor organization's charitable funds exempt from taxation under Section 501 (C) (3) of Title 26 of the Internal Revenue Code: 1) American Cancer Society Contra Cost Unit, 2) American Heart Association Contra Costa Chapter, 3) Foundation to Assist California Teachers (FACT).

Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, pursuant to Section 4.1.5, Paragraph 1, above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 4.1.1, 4.1.2 and 4.1.4 of this Article. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been paid. Such proof shall be presented within thirty calendar days of the commencement of assigned duties in each school year. The Association shall have the right of inspection during business hours to review proofs of payment.

Any unit member making payments as set forth in this section and who requests that the grievance or arbitration procedures of this Agreement be used in his/her behalf shall be responsible for paying the reasonable cost of using the grievance or arbitration procedures

- 4.1.7 With respect to all sums deducted by the District pursuant to Section 4.1.1, 4.1.2 and 4.1.4 of this Article whether for membership dues or agency fee, the District agrees to remit such monies to the Association monthly accompanied by a list designating unit members for whom such deductions have been made.
- 4.1.8 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. If provided by the Association to the District, membership forms will be distributed within the District's new teacher information packet.
- 4.1.9 The Association shall indemnify, defend and hold harmless the District, its Board members, its Superintendent, and its Assistant Superintendent, Business Services against any court action or proceeding before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee article of this Agreement or its implementation.
- 4.1.10 The Association shall have the exclusive right to decide and determine whether any such claim or suits referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried or appealed, but shall consult with the District prior to making such decision or determination.
- 4.1.11 Upon request, the District agrees to grant release periods for Association officers to perform unit business. The Association shall bear all payroll and any related benefits and costs. At the AEA'S request, the Association president and vice president teaching schedules shall be coordinated as necessary.

4.2 Association Operations

- 4.2.1 As a basic operating principle, the District and the Association believe that a collaborative approach to settling issues is preferable to both parties seeking legal remedies for routine situations. Unit members and Association representatives are encouraged to consult with site and District administration regarding any issue impacting his/her conditions of employment.

- 4.2.2 The District will provide access to and use of school facilities, subject to applicable codes and policies. The Association may schedule meetings utilizing district facilities during non-working hours, as long as the facility is available and does not conflict with previously scheduled events. The Association may meet with unit members during their duty free lunch-time at the discretion of the members.
- 4.2.3 Association representatives, who are not members of a particular school staff, shall have access to a campus during reasonable times during a school day, as long as they have signed in with the main administrative school office and the visit does not interrupt classroom instruction.
- 4.2.4 Unit members may use District email, bulletin boards and school mailboxes for Association business, subject to applicable codes and policies.

ARTICLE 5 - TEACHING HOURS

5.1 Unit Member's Workday:

5.1.1 The classroom unit members' workday shall include seven contiguously scheduled equal periods, only five of which shall be used for teaching. The other two periods shall be utilized primarily for preparation for classroom instruction. The classroom unit member assigned to work 1/5, 2/5 and 3/5 will be assigned one prep period, and the classroom unit member assigned to work 4/5 will be assigned 1 3/5 prep periods.

5.1.1.1 The classroom unit members' workday shall begin thirty minutes before the unit member's first scheduled period and end fifteen minutes after the last scheduled period of the day, including preparation period.

5.1.2 The Non-Classroom Unit Member's Workday: Non-classroom unit members' include counselors, librarians, speech and language specialists, psychologist, inclusion specialists, nurses, and any other non-classroom unit member positions created by the Governing Board during the duration of this Agreement.

5.1.2.1 During the 186-day school calendar, the workday for non-classroom unit members begins thirty minutes before the unit member's first scheduled period and ends fifteen minutes after the 7th period or the employee's last scheduled period of the day.

5.1.2.2 Librarians' workday shall be the equivalent number of hours as those of other certificated, non-management employees.

5.2 Classroom Unit Member Teaching Six Periods: Permanent full-time classroom unit members may teach a sixth period based upon the following conditions:

5.2.1 If no qualified part time classroom unit member at the site or at other sites is interested;

5.2.2 The District shall notify the Association (AEA President or designee) when it seems imminent that a classroom unit member will be needed to teach a sixth period. A classroom unit member will only be allowed to teach a sixth period when all other possibilities have been exhausted;

5.2.3 A teaching assignment greater than five periods is open to a permanent classroom unit member with a "Overall Rating" of "Satisfactory" on his or her last evaluation (Form B) who is assigned to teach at the site in need. If more than one qualified classroom unit member volunteers to teach a sixth period, the following criteria, in the following order or preference, shall apply:

5.2.3.1 Availability of the classroom unit member;

5.2.3.2 Valid Credential;

5.2.3.3 Teaching experience in the subject area;

- 5.2.3.4 Seniority in the District;
- 5.2.3.5 If all candidates meet the criteria set forth in 5.2.3 equally, then the final recommendation rests with the principal.
- 5.2.4 Any teaching assignment greater than five periods shall be with Association approval.
- 5.3 Participation in co-curriculum activities: Unit members shall participate in the following activities:
 - 5.3.1 Parent and student conferences scheduled at mutually agreed upon times.
 - 5.3.2 Department, faculty, and other meetings held during the unit member's scheduled workday.
 - 5.3.3 Back-to-School night (one per year in the fall) and Open House (one per year in the spring).
 - 5.3.3.1 The ending time for both Open House and Back to School Night will be no later than 8:30 pm. Unit members will be required to report no earlier than 6:00 pm for a maximum of two hours of assigned duty.
- 5.4 Extra Duty: Unit members shall participate in extra duty according to the following procedures:
 - 5.4.1 Unit members shall be required to participate in no more than the equivalent of three duties every two years commencing on the 2010-2011 school year.
 - 5.4.2 At each school site, an Activities Advisory Committee shall be established. The Committee shall be composed of an administrator designated by the principal, two classroom unit members elected by the faculty and an AEA representative. The Committee shall develop a system that assures the equitable distribution of other activity assignments requiring faculty supervision. The Committee will determine the activity assignments and present them to the principal annually. The principal shall make the final assignments.
 - 5.4.3 Those unit members who supervise activities which are listed in Appendix C (Paid Assignments) shall be remunerated at the rates set forth in Appendix C. These supervisions will not be counted towards or assigned as Extra Duty.
 - 5.4.4 Unit members who travel between two sites during the school day will be exempt from extra duty requirements at all sites where they work.
- 5.5 Substitution: When requested by an administrator any classroom unit member, including part-time classroom unit members, will substitute for another classroom unit member during his/her preparation period. All substitutions will be paid per Schedule B.

- 5.5.1 Unit members who travel between two sites during a school day will be the last asked to do prep period substitution at the school site where they have their prep period.
- 5.6 It is agreed that unit members who are asked by their supervisor to perform their normal work duties outside of their normal work year (e.g. 504 coordinators or nurses who work during the summer to prepare materials for the follow school year) will be paid at their per diem rate.
- 5.7 Unit members, who are required by their supervisor to travel between two sites during a school day, will receive a traveling teacher stipend on Schedule B paid on a monthly basis. The traveling teacher stipend includes all compensation associated with a split-site assignment , including mileage reimbursement.
- 5.8 New teacher orientation, held prior to the school year, will be compensated either at the District workshop rate or with professional growth units.
- 5.9 Block Scheduling: In schools which use block scheduling, the total teaching hours and total preparation time shall be equal in any one week, the time allotted in Section 5.1 of this Article. On minimum or shortened school days, the principal may establish a schedule that differs from the standard practice here described.

ARTICLE 6 – SCHOOL YEAR CALENDAR

- 6.1 The work year for teachers and all other certificated personnel who do not have extended year assignments shall be 180 teaching days, two (2) work days, one (1) institute day, and three (3) staff development days.
 - 6.1.1 Teacher work days are primarily for the purpose for completing grading and other end-of-the-semester activities such as checking out. Barring emergencies, no required meetings shall be scheduled on these days.
- 6.2 The work year for counselors and psychologists shall be 193 service days, which include three (3) staff development days, noted in 6.1 above. The supervisor or the principal of the counselor(s) or psychologists shall meet with these employees to schedule the days worked beyond the 186-day school calendar.
- 6.3 Days or time served on extra assignments (such as summer school) shall not be counted as part of the teacher's work year.
- 6.4 The Association and the District shall meet prior to January 10 of each school year to mutually agree regarding the calendar for the following school year and a tentative calendar for the subsequent year.

ARTICLE 7 –LEAVES

7.1 Regular Leaves of Absence

- 7.1.1 Regular leaves of absence not to exceed one year may be granted by the Board upon the recommendation of the Superintendent.
 - 7.1.1.1 Regular leaves of absence may be granted only to those unit members who have achieved permanent status.
 - 7.1.1.2 Regular leaves of absence may be granted for the following:
 - Study or travel by the employee which will benefit the schools and students of the district;
 - A temporary relocation with the employee's spouse or domestic partner from which the employee will return;
 - Personal reasons that may compel a unit member to be away from the district/area.
- 7.1.2 Employees shall submit requests for a leave of absence by March 1 or as soon as they know they will need the leave of absence.
 - 7.1.2.1 Leave requests received by the district by the March 1 deadline for reasons stated in 7.1.1.2 may be approved by the district for the following school year.
 - 7.1.2.2 The district shall notify employees who have requested a leave of absence by the March 1 deadline as soon as possible, but no later than 45 calendar days after receiving the request, of their approval/disapproval of the leave.
- 7.1.3 Leave requests received by the district after the March 1 deadline for the reasons stated in 7.1.1.2 may be approved by the district if a suitable replacement can be found.
 - 7.1.3.1 For unit members who apply for a leave of absence after the March 1 deadline, the district will proceed with due diligence to process the applications.
- 7.1.4 If a part-time leave of absence is not approved, unit members will have the right to resign a portion of their position.
- 7.1.5 No regular leave shall be granted during the school year unless a satisfactory replacement can be obtained.
- 7.1.6 No salary increment shall be granted for time spent on regular leave. Upon his/her return to teaching, a unit member's salary shall be one step higher than that received during his/her last full year of service. If a teacher uses a regular leave of absence to teach in a foreign country, the District may grant additional years of service as appropriate to the unit member's experience during that time, as determined by the Associate Superintendent of Administrative Services.

7.2 Exchange Teacher Leave

- 7.2.1 A unit member may be granted a leave of absence to participate in an exchange teacher program. A unit member who is granted a leave of absence as an exchange teacher will be granted the same credit for service as if the teaching had been done in the Acalanes Union High School District.

7.3 Placement on Salary Schedule Subsequent to Leave/Resignation.

- 7.3.1 If a unit member resigns his/her position subsequent to having been granted a leave of absence for one year, the Board may, within a two-year period of the initial granting of the leave and if a vacancy exists in the unit member's subject area, restore the unit member to the salary placement one step higher than that received during his/her last full year of service.
- 7.3.2 If a unit member is not granted a leave of absence and elects to resign his/her position, the District may opt to rehire the unit member should an opening exist. The District may grant the unit member permanent status with credit given for total years of services should an appropriate permanent teaching position exist. This provision is effective beginning with those who request a leave of absence for the 2007-2008 school year.

7.4 Sick/Personal Necessity Leave

- 7.4.1 Each unit member has twelve days of sick/personal necessity leave per school year, which is accumulated from year-to-year without limit.
- 7.4.2 A unit member who has been employed for a period of one or more school years, and who subsequently accepts a position in another school district, shall have transferred with him/her to the second district the total amount of leave of absence for illness or injury to which he/she is entitled under Education Code Section 44978. Employees of other school districts who are employed by the Acalanes District will be credited with the accumulated number of days of sick leave recorded in former districts under Education Code Section 44979.
- 7.4.3 Unit members who are absent on account of illness or accident shall be entitled to differential compensation in accordance with Education Code Section 44977.
- 7.4.4 Upon the request of the Director of Human Resources, a doctor's certificate may be requested of the unit member as proof of illness or injury after three consecutive days of absence or after twelve days of absence during one school year. Verification of need for personal necessity absence may be requested of the unit member by the Director of Human Resources after three consecutive days of absence or after twelve days of absence during one school year.
- 7.4.5 Unit members shall report their absences in advance to the Human Resources Department substitute system.

- 7.4.6 Personal necessity leave may be used by unit members for family, personal, or religious obligations. Religious obligations are defined as attendance at religious services and observance of religious holidays. The unit member must hold a sincere, bona fide religious belief as defined by the California Fair Employment Housing Act and Title VII of the U.S. Civil Rights Act.
- 7.4.7 The employee shall notify in writing the Associate Superintendent of Administrative Services, as soon as feasible for personal necessity leave in excess of three days, except in urgent situations such as the death or serious illness of a member of the immediate family or an accident involving the employee's person or property or the person or property of a member of the immediate family.
- 7.4.8 After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed District absence form to his/her immediate supervisor.
- 7.4.9 Routine medical/dental appointments may not be scheduled on staff development days.

7.5 Maternity Leave

- 7.5.1 A female unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth and recovering there from, shall be granted a leave of absence.
- 7.5.2 The length of the leave of absence, including the date on which the leave is to commence and the date on which the unit member will resume duties, shall be determined by the unit member and physician.
- 7.5.3 A unit member granted a maternity leave shall be entitled to receive the compensation and benefits as provided for a leave of absence for illness.
- 7.5.4 Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage or childbirth, shall be treated the same as leaves for illness, injury or disability.
- 7.5.5 A doctor's certificate indicating the date on which the leave is to commence and/or the date on which the unit member may resume duties shall be provided by the unit member upon the request of the Board or the Superintendent.
- 7.5.6 Employees applying for maternity leave will have the option to retain and carry over two (2) days of personal necessity leave.
- 7.5.7 Employees on maternity leave who are receiving differential pay shall receive the difference between their daily rate of pay and the daily rate of pay for a single subject credentialed substitute as per Appendix K.

7.6 New Child Leave

- 7.6.1 A unit member may take a child care leave for his/her child or for the unit member's spouse's child or domestic partner's child.

7.6.2 Under this New Child Leave a unit member shall be entitled to no more than twelve (12) workdays using any accumulated sick leave and/or differential pay leave. Differential pay shall be determined by the difference between the unit member's daily rate of pay and the daily rate of pay for a single subject credentialed substitute (as per appendix K). Unit members will notify the Human Resources Department, as soon as practically possible, if the leave will exceed three contiguous workdays.

7.6.3 Any continuance must be under other leave provisions, i.e. Family Medical Leave Act.

7.7 Family Care and Medical Leave

7.7.1 Under the Federal Family and Medical Leave Act of 1993 and the California Family Right Act, eligible employees are entitled to up to 12 work weeks of unpaid, job-protected leave within a twelve-month period for family and medical reasons in accordance with the policy outlined in Appendix E. The twelve month period shall begin with the first day of FMLA leave.

7.8 Bereavement Leave

7.8.1 Each unit member is entitled to five days of bereavement leave of absence in case of the death of any member of his/her immediate family or the death of a person of significance to the unit member. Five additional days shall be allotted if the unit member is required to travel beyond the continental United States.

7.8.2 No deductions shall be made from the salary of the unit member resulting from such leave of absence. Pay deductions shall be made for any days beyond those specified above on a per diem basis.

7.9 Consultant Leave

7.9.1 A leave of absence may be approved for any unit member to perform consultant services outside the District during working hours.

7.9.2 If the unit member is compensated for his/her services, he/she shall reimburse the District for the cost of his/her substitutes.

7.9.3 The unit member is not eligible for workman's compensation benefits from the district as a result of any injuries sustained while serving as a consultant.

7.9.4 Travel or other expenses incurred as a result of outside consultant service performed by a unit member shall not be paid by the District.

7.10 Court Duty Leave

7.10.1 Unit members shall be granted full paid leave to serve as a juror, a court witness or litigant upon being so summoned.

7.10.1.1 Members who are summoned for jury duty at a court that is more than 15

miles away from their site of employment shall be granted a full day paid leave

regardless of whether they serve. The jury summons shall serve as verification for this absence.

7.10.1.2 Members who have to serve more than one day of jury duty shall surrender to the District all compensation, except that for mileage, received by the unit member for such service.

7.10.1.3 Members who postpone their jury duty service to non work days will receive the rate retired teacher substitutes are paid per day of service.

7.11 Sabbatical Leave (Full Year)

7.11.1 Granting Leaves

7.11.1.1 Sabbatical leaves of absence may be granted in accordance with Education Code Sections 44966 and 44969.

7.11.1.2 A unit member who has rendered service for at least seven consecutive years may be granted a leave of absence not to exceed one year, upon the recommendation of the Superintendent and the approval of the Governing Board, for study or travel directly benefiting the pupils of the District.

7.11.2 Application

7.11.2.1 An outline of the proposed work to be taken or travel plans must be presented at the time application is made. The unit member will sign a written statement that he/she will return to the District for two years after the leave is completed.

7.11.3 Compensation

7.11.3.1 Compensation will be in accordance with the Education Code Sections 44968 and 44968.5, which shall be equal to one-half the unit member's regular pay for the term of the leave.

7.11.4 Requirements

7.12.4.1 Sabbatical leave for study will be to complete twelve upper division or eight graduate units in one semester or ten units in a semester if it is a combination of both upper division and graduate units. At the conclusion of the sabbatical leave, such reports may be required by the Board as are agreed upon in advance.

7.12 Sabbatical Leave (One Semester)

7.12.1 The District may approve up to five sabbatical leaves for one semester at 75% of the unit member's regular pay for the semester of leave. A unit member may apply for a one-half year leave at 75% pay or a regular leave at 50% pay, but not a combination of

one semester at 75% and one semester at 50%. A one –semester sabbatical at 75% pay shall be for full-time study at a college or university or research related travel. If more than five requests are received, recommendations for approval will be based upon the

potential benefit to the District.

7.13 Industrial Accident Leave

- 7.13.1 Unit members shall be entitled to industrial accident and illness leave as authorized in Education Code Section 44984.

7.14 Acalanes Education Association Member's Leave

- 7.14.1 The District shall grant leave to any Association officer to participate in or attend to Association (AEA and CTA/NEA) business as set forth in Education Code section 44987 when such participation has been approved by the Executive Board or Representative Council of the Association.

- 7.14.2 Additionally, the District shall grant leave to any Association member to attend CTA/NEA or Association sponsored conferences, workshops, or meetings when such attendance has been approved by the Executive Board or Representative Council of the Association.

- 7.14.2.1 The limit of days used for such leave shall not exceed ten days in a school year for any combination of non-officer association members attending such conference or workshops.

- 7.14.3 The Association shall reimburse the District for the necessary ten days of substitute time for said employees.

7.15 Catastrophic Leave

- 7.15.1 Eligibility-Bargaining unit members may apply and be eligible to receive catastrophic leave pursuant to the following:

- 7.15.1.1 The unit member has exhausted all accrued sick leave.

- 7.15.1.2 The unit member has sent a letter requesting Catastrophic Leave and supporting materials to the District's Human Resources Department.

- 7.15.1.2.1 If the unit member is incapacitated, a letter requesting Catastrophic Leave and supporting materials may be sent by a member of the unit member's family, or by the Association.

- 7.15.1.3 The unit member has donated sick leave credits to the reserve during the period as defined in 7.15.6.

- 7.15.1.4 The unit member is suffering from an incapacitating illness or injury that is expected to continue for an extended period of time, i.e., for a minimum of twelve consecutive duty days as verified by an appropriate physician, and which prevents the unit member from performing his/her regularly assigned work.

- 7.15.1.4.1 Catastrophic leave may be taken on an intermittent basis, after the twelve (12) consecutive days, if verified by a physician.

- Intermittent leave will only be approved after the first twelve (12) consecutive days for treatment or conditions reasonably requiring non-consecutive absences that relate to the original catastrophic illness or injury, such as chemotherapy.
- 7.15.1.4.2 Catastrophic leave may also be used by unit members who have had to take a part time medical leave of absence because of a catastrophic illness, in order to bring the unit member up to their level of pay before taking the part time medical leave of absence, as set forth in Appendix L.
 - 7.15.1.4.3 Medical verification shall set forth that there is an incapacitating illness or injury and expected length of absence. Examples of catastrophic illness or injury include, but are not limited to, long term illness and/or disabilities, such as cancer, heart attacks, and strokes; severe respiratory conditions; spinal injuries; and medical complications as a result of childbirth, which require the employee to miss a minimum of twelve (12) consecutive work days.
 - 7.15.1.4.4 Maternity leave and catastrophic leave are not to be used concurrently.
 - 7.15.1.4.5 If the Committee reasonably believes that the unit member may be eligible for disability allowance or disability retirement under STRS or Social Security, the Committee may request that the unit member apply for those benefits.
- 7.15.2 A unit member will be granted no more than 90 days of catastrophic leave per school year.
- 7.15.2.1 The 90 days may be used as percent increments for members on differential leave or a part time medical leave of absence in order to bring the unit member up to their level of pay before taking the part-time medical leave of absence.
 - 7.15.2.2 Part time unit members may use catastrophic leave on a pro rata basis.
- 7.15.3 There is not a life-time maximum for days of Catastrophic Leave that may be granted to a unit member.
- 7.15.3.1 The Catastrophic Leave Committee may consider the number of days granted to a unit member in previous years when making decisions on Catastrophic Leave Requests.
- 7.15.4 Catastrophic leave shall be available after exhaustion of accrued sick leave per Appendix L.
- 7.15.5 Eligible members shall only be entitled to use catastrophic leave that is available in the bank.
- 7.15.6 Catastrophic Leave Committee: An Association-District Catastrophic Leave Committee comprised of three representatives from the Association, appointed by the Association President, and a non-voting member from the District, appointed by the Superintendent, shall administer the provisions of this article. The duties and obligations of this committee

shall include the following:

- 7.15.6.1 Determine that the unit member is eligible for catastrophic leave, which may include a request for more information from the member's physician.
- 7.15.6.2 Determine the number of days to be granted, if any, considering such factors as the anticipated duration of the illness, subject to a 30-day review.
- 7.15.6.3 Monitor of the status of the catastrophic leave bank at all times.
- 7.15.6.4 Be bound by appropriate rules of confidentiality.
- 7.15.6.5 A unit member may reapply one time for the same condition to the Catastrophic Leave Committee, if she/he provides additional information. Barring significant change in the unit member's condition, additional applications will not be considered.
- 7.15.6.6 The decision of the Catastrophic Leave Committee is final.
- 7.15.7 Procedure for Contributing Catastrophic Leave Credit.
 - 7.15.7.1 To be a member of the Catastrophic Leave Bank, unit members must contribute one sick leave day during an annual open enrollment period.
 - 7.15.7.1.1 Catastrophic leave bank open enrollment periods begin on the first teacher work day and ends September 30, or as specified by the Joint Association-District Catastrophic Leave Committee.
 - 7.15.7.1.2 Unit members who do not contribute during an open enrollment period may not participate in the Catastrophic Leave program, and may not contribute until the next open enrollment period, as determined by the Committee.
 - 7.15.7.1.3 Employees new to the District may contribute to the Catastrophic Leave Bank within the first 30 calendar days of employment.
 - 7.15.7.1.4 Part-time unit members may contribute to the catastrophic leave bank on a pro rata basis during the open enrollment period.
 - 7.15.7.2 If the number of days in the catastrophic leave bank falls below 50% of the bargaining unit member FTEs for two consecutive years, the catastrophic leave provision in this contract shall automatically be rescinded.
 - 7.15.7.3 If the number of days in the bank drops below the equivalent of 50% of the bargaining unit, all members shall be subject to the next open enrollment contribution requirement to be eligible for the bank from that point forward.
 - 7.15.7.4 Days in the Catastrophic Leave Bank shall accumulate from year to year; however, such leave does not accrue to any individual employee.

7.15.7.5 Contributions of catastrophic leave credits are irrevocable.

7.15.7 Miscellaneous

7.15.7.1 Unit members receiving Workers' Compensation benefits for industrial illness/injury shall not be entitled to use catastrophic leave credit provided in this section.

7.15.7.2 Approval or denial of catastrophic leave request by the Association-District Catastrophic Leave Committee shall be final and not be subject to appeal or subject to Article 13-Grievance Procedure of this agreement.

7.15.7.3 Family Medical Leave Act (both Federal and California) leave for the employee's own serious health condition shall run concurrent with catastrophic leave after exhaustion of differential pay.

7.15.7.4 Unit members who exhaust their catastrophic leave and Family Medical Leave Act leave in one school year may continue their health and welfare benefits coverage by paying the appropriate premiums.

7.15.7.5 The Human Resources Department will notify AEA and the Catastrophic Leave Committee of the number of days in the Catastrophic Leave Bank by August 1st of each school year.

7.16 Administrative Leave

7.16.1 Unit members may be placed on administrative leave. Administrative leave is defined as a paid leave of absence for the purpose of conducting district business.

7.16.2 In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth above will be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy without the unit member's name concurrently provided to the Association President. While on administrative leave, the member will continue to receive full pay and benefits.

ARTICLE 8 - CLASS SIZE

- 8.1 The average class size for each department will be calculated by dividing the maximum student contacts per teacher listed in Section 8.3 of this article by five (5). In the Spring of each year, the principal or designee will meet with department chairpersons as needed to review each department's needs and allocations. The principal or designee, together with department chairpersons, will develop the school schedule. The school schedule is subject to the final approval of the principal.
- 8.2 If there is insufficient enrollment to maintain a course, or if there are not enough sections allotted to a department to maintain the average departmental class size, the principal and department chairperson will meet to resolve the problem.

- 8.3 Department student contact limits shall be as follows:

<i>Department</i>	<i>Maximum Student Contacts Per Teacher</i>
Art	140
Technology	150
English (Journalism, Yearbook)	145
Home Economics	150
Industrial Arts	140
Foreign Language	150
Mathematics	155
Math A/B	125
Music	
Instrumental	200
Choral	275-300
English Language Development	120
Drama	145
Physical Education/Health	225
Science	150
Social Studies	155
Special Education	
Learning Center	24-28
Speech Therapist	54
Special Day	12-15

- 8.4 AEA and the District mutually support the goals of the American School Counselor Association in the area of counselor-student ratio (currently 1:250). Additional local, state and federal counseling funding opportunities will be pursued when available to enhance counseling services.
- 8.5 Class Size Reduction Classes: Classes participating in the District's Class Size Reduction Program shall have on average no more than 20:1 school wide but in no case more than 22 students in 2 out of 3 classes. A unit member with 4 or more Class Size Reduction classes may be given one additional Class Size Reduction Class of 22. The implementation of the CSR program shall not result in enrollment overages in classes not included in the CSR program. (Education Code 52084.)

- 8.6 Blended Schedules: The maximum student contacts of teachers teaching in multiple departments or special programs with limited enrollments (“blended schedules”) shall be calculated proportionately. In cases of blended schedules no individual class shall exceed the average class size for the department by more than 10%.

<u>Maximum Enrollment Example:</u> Contract limits for someone teaching 3 sections of math and 2 sections of science: Math (31) x 3 classes = 93 Science (30) x 2 classes = 60 Total Contacts = 153	<u>Actual Enrollment Example:</u> Math (No section exceeds 34) x 3 = 102 Science – 43 students in 2 classes = 43 Total Contacts = 145*
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*Falls within maximum contact limit of 153 students and the 10% provision of Article 8.5 of the collective bargaining agreement.

8.7 Contact Overages

- 8.7.1 If potential overages are identified during the master scheduling process in the spring, and no potential solution presents itself in a particular case, AEA and the District may mutually agree in advance on mitigations to address that overage during the following year.
- 8.7.2 The principal shall have five (5) working days from the first instructional day of school to address contact limit overages.
- 8.7.3 On the 6th instructional day, or any day thereafter, an AEA representative or the affected unit member will notify the principal of any outstanding contact overages. The principal shall have five (5) working days to address contact overages identified on the 6th instructional day or thereafter.
- 8.7.4 After five (5) days from the date of notification of an overage, an AEA representative or the affected unit member(s) may request a meeting of the site standing committee composed of the head counselor, the AEA representative, and the Principal and/or designee. The standing committee shall meet with the affected unit member and department chair to attempt to resolve the student contact limit overage problem within five (5) working days.
- 8.7.5 An agreement that obviates the need to file a grievance must be in writing and signed by the Principal, affected unit member(s) and AEA representative at the site. If such signatures are obtained, the matter will not be grievable.
- 8.7.6 If the process set forth in 8.6 does not result in a resolution of the identified student contact limit overage problem (s), the matter will be referred to the AEA Grievance Chairperson within five (5) working days. The Grievance Chairperson shall notify the Director of Human Resources or designated district administrator in writing or by e-mail of the overage problem(s). The Grievance Chairperson and the Director of Human Resources or designated district administrator will meet to review and

attempt to resolve the contact overage problem (s) within five (5) working days of the notification.

- 8.8 If the processes stated in 8.6 have been completed, and the overage problem is not addressed to the satisfaction of the affected unit member and AEA, the association may file a grievance regarding the overage problem(s).

8.9 Master Scheduling Process

By May 15, each department member will have an opportunity provided by the department chair to give written input regarding his/her teaching assignment for the next school year. Requests for the period of an offering or a prep period may be made, but cannot be guaranteed due to possible school-wide scheduling conflicts. Copies of these documents should be kept on file by the department chair.

By May 15, a site administrator will distribute to department chairs each department's section allocation by period for the next school year.

By May 26 during a Wednesday morning meeting, departments will collaboratively create a proposed schedule for each department member including room assignments preferences.

By June 1, department chairs will submit a proposed schedule to the site administrator in charge of the master schedule.

By the last teacher work day in June, a site administrator will inform each teacher of his/her tentative teaching assignment including course and prep periods for the next school year.

The principal has the final decision on the master schedule. Should a change in a teacher's schedule and/or room assignments become necessary during the summer, a site administrator will attempt to contact the teacher at the most current contact phone number on file with the district/school.

8.10 Schedule B

By February 1st of each school year, the District will notify all members by email that Schedule B positions are annual "at-will" positions and provide all members the opportunity to be considered for one or more Schedule B positions for the upcoming school year. Requests for consideration forms will be attached to the February 1st email and must be returned to the HR office prior to February 15. By June 1, principals will notify those members that requested consideration of their decision. NOTE: Completing a request for consideration form is not a requirement to be selected for a Schedule B position. Principals may select any member for a Schedule B position. Principals may elect for a Schedule B position to be unfilled.

8.11 Requesting Increased FTE

By February 1st of each school year, the District will provide members the opportunity to request additional FTE, up to 1.0 FTE. A Request for Consideration Form will be attached to the February 1st email and must be returned to the HR office prior to March 1st. Members requesting consideration will be notified during the master schedule building process if there is an opportunity for increasing FTE. Increasing FTE for members, with or without submission of the Request for Consideration Form, is at the discretion of the District.

ARTICLE 9 - DEPARTMENT CHAIRPERSONS

- 9.1 Role: The role of the Department Chairperson is to coordinate department operations in the school, to provide instructional support for members of the department, and to support the development and implementation of curriculum in the school and the district.
- 9.2 Salary Schedule: Department Chairperson salary schedule shall be as set forth in Appendix B.
- 9.3 Department Chairperson will be provided release time to conduct departmental duties. Based on the recommendation of the chairperson, release time may be utilized by other members of the department to address department goals.
- 9.4 Department Feedback/Evaluation
 - 9.4.1 The principal shall annually evaluate in writing the Department Chairperson using administrative observation and feedback from the department members.
 - 9.4.2 The evaluation is separate from the evaluation process in Article 11 and does not go into the personnel file.
 - 9.4.3 By March 15, the principal shall inform all department members that the “Department Chairperson Feedback Form” (Appendix H-1) is available online.
 - 9.4.4 By April 15, all department members are encouraged to complete the form.
 - 9.4.5 By May 1, the principal will provide the Department Chairperson with copies of the “Department Chairperson Feedback Form” completed by the department members.
 - 9.4.6 By May 15, the principal will discuss the feedback in the annual evaluation conference.
- 9.5 Selection Process
 - 9.5.1 By April 15, the principal shall announce to the faculty that any individual interested in serving as a Department Chairperson may submit the “Department Chairperson Application Form” (Appendix H-2) to the principal by May 1.
 - 9.5.2 By May 15, the principal shall provide the department members with the “Department Member Input on Potential Department Chairperson Form” (Appendix H-3) in order to give input on the applicants for the Department Chairperson.
 - 9.5.3 By June 1, department members may submit the “Department Input on Potential Department Chairperson Form” in order for their input to be considered by the principal.
 - 9.5.4 The principal shall select the Department Chairperson from applicants.

9.5.5 By the last teacher workday, the principal shall inform the staff who will serve as the Department Chairperson for the next academic year.

9.5.6 Appointment as the Department Chairperson is a year-to-year appointment.

ARTICLE 10 - TRANSFERS

10.1 Voluntary Transfer

- 10.1.1 Notices of vacancies shall be posted in all school as they become known.
- 10.1.2 By March 1, a unit member desiring to transfer from one school to another for the following school year shall submit a transfer request form to the Director of Human Resources (Appendix M). This request is confidential; the request form will be retained in the Human Resources Office for one school year in a file separate from the personnel file. These requests shall not be viewed by a unit member's current site administration. At the start of the next school year, these requests will be destroyed.
- 10.1.3 A unit member with a transfer form on file will be notified by the Human Resources Office of vacant positions in the district.
 - 10.1.3.1 When notified of a vacancy, a unit member has the option to decline that vacancy and/or withdraw the voluntary transfer request.
- 10.1.4 A transfer will be granted to a unit member who has satisfactory evaluations in Standards I through VI in his/her previous two evaluation cycles, who is NCLB compliant, if teaching a core area, and who holds CLAD/CTEL/SB-395 certification.
 - 10.1.4.1 If there are multiple candidates who have the qualifications stated in 10.1.4, the principal of the site with the vacancy makes the final selection from the candidates.
 - 10.1.4.2 If there are no unit members with a transfer request on file who meet the requirements of 10.1.4, the vacant position will be open to other candidates.

10.2 Involuntary Transfer

- 10.2.1 In the event there are no volunteers for transfer from a school where there is an excess of unit members to a school where there is an opening, principals shall recommend candidates for transfer. The unit member affected shall be provided with copies of the recommendation for transfer.

ARTICLE 11- EVALUATION

11.1 Introduction

- 11.1.1 Evaluation of instruction is key to a successful educational program. The evaluation process is designed to:
- Promote and support student learning;
 - Maintain and improve instruction, assessment, student achievement, learning environment, and professional responsibilities;
 - Recognize and praise professional performance; and
 - Provide assistance and direction for continuous improvement.
- 11.1.1.1 Mutual respect and trust are fundamental premises of a successful evaluation process.
- 11.1.1.2 The evaluation is designed to be collaborative, meaningful, and efficient.
- 11.1.1.3 Evaluation is part of ongoing professional growth.
- 11.1.1.4 Under the Education Code, the evaluation process may serve as the legal bases for determining the professional competency of a certificated unit member.
- 11.1.1.5 Nothing in this article shall be construed to supersede a unit member's rights under the Education Code.

11.2 California Standards for the Teaching Profession (CSTP Standards I-VI, Form A)

- 11.2.1 The California Standards for the Teaching Profession (CSTP Standards I-VI, Form A), to the extent that the Standards apply to the specific job responsibilities, shall be the basis of the evaluation process. The six (6) Standards are:
- Standard I Engaging and supporting all students in learning;
 - Standard II Creating and maintaining effective environments for student learning;
 - Standard III Understanding and organizing subject matter for student learning;
 - Standard IV Planning instruction and designing learning experience for all students;
 - Standard V Assessing students for learning; and
 - Standard VI Developing as a professional educator.
- 11.2.2 Classroom unit members are evaluated per Article 11.6 or Article 11.8 if qualified.
- 11.2.3 Non-classroom unit members are evaluated per Article 11.7

11.3 General Provisions

- 11.3.1 Unit members shall be given the opportunity to indicate their preference of evaluation. The final assignment of the evaluation shall be made by the site principal.
 - 11.3.1.1 Unit members shall be notified by October 1 of their opportunity to indicate their preference for their evaluator. If the unit member prefers an evaluator different than the evaluator assigned by the site principal, the unit member shall notify the principal immediately.
- 11.3.2 Probationary and other non-permanent unit members shall be evaluated every year.
- 11.3.3 After year two, permanent classroom unit members with an “Overall Rating” of “Satisfactory” on his/hers previous evaluation shall be evaluated every other year except as set forth below:
 - 11.3.3.1 At year 8 in the district and beyond, unit members with an “Overall Rating” of “Satisfactory on his/her previous evaluation shall have the option of participating in a formal evaluation process (Article 11.6), or may, with the approval of his/her administrator select an “Evaluation Option” (Article 11.8) (Form H or Form H-NC).
 - 11.3.3.2 Classroom unit members with permanent status who have been employed at least 10 years with the school district, are highly qualified per 20 U.C.S. Sec 7801 (ESEA), and who received an “Overall Rating” of “Satisfactory” on his/her previous evaluation may be evaluated every five years.
 - 11.3.3.3 Unit members to whom ESEA does not apply, who have permanent status, who have been employed at least 10 years with the school district, and who have received an “Overall Rating” of “Satisfactory” on his/her previous evaluation may be evaluated using the following method: One informal observation during the 1st semester, which may be announced or unannounced. By mutual agreement of the unit member and the evaluator, the evaluation may end at that point and only Form F or Form F-NC will be completed.
 - 11.3.3.4 Permanent unit members who receive less than “Overall Rating” of “Satisfactory” evaluation may be evaluated every year and shall not be eligible for the “Evaluation Option” (Form H or Form H-NC).
 - 11.3.3.5 The District reserves the right to evaluate a classroom unit member during any school year.
- 11.3.4 After year two, permanent non-classroom unit members with an “Overall Rating” of “Satisfactory” on his/her evaluation shall be evaluated every other year except as set for below.

11.3.4.1 At year four in the district and beyond, non=classroom unit members with an “Overall Rating” of “Satisfactory” on his/her previous evaluation shall be evaluated using only Form d-NC, Form E-NC, Form F-NC, and Form N-NC.

11.3.5 The District reserves the right to evaluate a non-classroom unit member during any school year.

11.4 Evaluation Timeline

11.4.1 The timelines listed in 11.4.2.1 and 11.4.2.2 shall apply to the evaluation process. All forms shall be submitted and meeting held by the timeline listed. If the timeline falls on a weekend or holiday, the timeline shall be extended to the next workday.

11.4.1.1 If the evaluator does not meet any of the timelines in this article, the evaluation will cease. The unit member shall not be scheduled for evaluation the following year, unless the unit member normally would have been evaluated. The incomplete evaluation will be destroyed, unless the unit member requests otherwise.

11.4.1.2 If a unit member does not meet any of the timelines in this article, the unit member shall be scheduled for evaluation the following year. The “Final Evaluation Report” (Form F or Form F-NC) will reflect the fact that the unit member did not meet the timelines.

11.4.1.3 The timelines in this article may be extended by mutual written agreement of the evaluator and the unit member for extenuating circumstances.

11.4.1.4 Unit members whose start date is after the first day of the school year will have the evaluation timelines adjusted in a reasonable manner.

11.4.2 Timelines

11.4.2.1 Timeline for Classroom Unit members

October 1	Classroom unit members shall be notified if they are to be evaluated, shall be informed that they may indicate their preference of evaluator, and shall be given a copy of Article 11 with all appropriate evaluation forms and the California Standards for the Teaching Profession (CSTP) criteria and rubric to be used by the evaluator (Form A).
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End of the 1 st Semester	At least one informal and one formal observation including pre- and post-conferences shall be completed (Form B and Form C).
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Last Work Day in February	Classroom unit member shall submit “Instructional Self-Reflection” (Form D) with supporting documents: “Content Standards and Benchmarks” for the unit; a copy of the assessment instrument used for the unit; the performance criteria, rubric and/or grading scale for the assessment instrument; and the “Student Self-Assessment of Learning” if Form E is not used.
May 1	The classroom unit member shall be provided a draft of the “Final Evaluation Report” (Form F) prior to the evaluation conference.
May 15	The evaluator and the classroom unit member shall meet to review and sign the “Final Evaluation Report” (Form F).
June 1	The classroom unit member shall have the right to prepare a written response to the “Final Evaluation Report” and have that response attached to the evaluation.
June 1	If a classroom unit member receives a “Needs Improvement” or “Unsatisfactory” rating as the “Overall Rating” on the “Final Evaluation Report” (Form F), the evaluator shall provide the unit member with a support/improvement plan that shall include specific recommendations for improvement (Form G).

11.4.2.2. Timeline for Non-Classroom Unit Members

October 1	The non-classroom unit members shall be notified if they are to be evaluated, shall be informed that they may indicate their preference of evaluator, and shall be given a copy of Article 11 with all appropriate evaluation forms, and the California Standards for the Teaching Profession (CSTP) criteria and rubric to be used by the evaluator (Form A), professional standards for the position (as appropriate), and job responsibilities.
October 15	The non-classroom unit member shall complete the “Annual Professional Growth Goal Proposal” (Form D–NC) and meet with his/her evaluator for approval of the annual goal.
End of the 1 st Semester	At least one informal and one formal observation including pre- and post-conferences shall be completed (Form B–NC and Form C–NC).

Last Work Day in February	The non-classroom unit member shall submit the completed “Annual Professional Growth Goal Self-Reflection” (Form D-NC).
May 1	The non-classroom unit member shall be provided a draft of the “Final Evaluation Report” (Form F – NC).
May 15	The evaluator and the non-classroom unit member shall meet to review and sign the “Final Evaluation Report” (Form F–NC).
June 1	The non-classroom unit member shall have the right to prepare a written response to the “Final Evaluation Report” and have that response attached to the evaluation.
June 1	If a non-classroom unit member receives a “Needs Improvement” or “Unsatisfactory” rating as the “Overall Rating” on the “Final Evaluation Report” (Form F-NC), the evaluator shall provide the unit member with a support/ improvement plan that shall include specific recommendations for improvement (Form G-NC).

11.4.2.3 Timeline for Evaluation Option (Classroom and Non-Classroom Unit Members)

October 1	The evaluator shall provide all permanent unit members who are at year 8 in the district or beyond and have an “Overall Rating” of “Satisfactory” on his/her previous evaluation with information regarding the “Evaluation Option” (Form H or H-NC).
October 8	Unit members who are eligible to select the “Evaluation Option” (Form H or Form H-NC) shall notify his/her evaluator of his/her preference to participate in “Evaluation Option.”
October 15	Unit members participating in the “Evaluation Option” shall complete the Form H or Form H-NC and meet with his/her evaluator to have the project approved.
May 1	Unit members participating in the “Evaluation Option” shall complete Form H or Form H-NC, and meet with his/her evaluator to review the project schedule a presentation to an appropriate group, and sign Form H or Form H-NC.

- 11.4.3 The “Final Evaluation Report” (Form F or Form F-NC) with all supporting documents for Form D or Form D-NC and Form E or Form E-NC and Form G or Form G-NC if applicable shall be sent to the Human Resources Department and placed in the unit member’s personnel file along with any response submitted by the unit member to complete the evaluation process for the year.
- 11.5 Final evaluation Report (Form F or Form F-NC) with an “Overall Rating” of “Needs Improvement” or “Unsatisfactory”
- 11.5.1 When a permanent unit member receives a “Needs Improvement” or “Unsatisfactory” as an “Overall Rating” on the Final Evaluation Report (Form F or Form F-NC), the evaluator shall provide the unit member with a support/improvement plan that shall include specific recommendations for improvement (Form G or Form G-NC). The support/improvement plan shall reflect the unit member’s assignment for the following year and may be revised if a unit member’s assignment changes after June 1. The evaluator shall provide the unit member with a support/improvement plan no later than June 1.
- 11.5.1.1 Permanent classroom unit members who receive a “Needs Improvement” in two (2) or more Standards for the Teaching Profession or an “Unsatisfactory” in a minimum of one (1) standard and a “Needs Improvement” in a minimum of one (1) standard may be referred to the Peer Assistance and Review (PAR) Program (See Article 14).
- 11.5.1.2 Permanent classroom unit members who have received as “Unsatisfactory” evaluation in a minimum of two (2) Standards for the Teaching Profession shall be referred to the Peer Assistance and Review (PAR) Program (See Article 14).
- 11.5.2 A unit member whose performance is unsatisfactory may be subject to discipline under the provisions of the Education Code. If a unit member receives a Notice of Unsatisfactory Performance pursuant to Education Code Section 44938 and fails to remediate his/her performance within 90 calendar days, the unit member may be subject to dismissal in accordance with the procedures set forth in the Education Code. Nothing in this Article is intended to supersede the provisions of the Education Code related to suspension or dismissal.
- 11.6 Evaluation of Classroom Unit Members
- 11.6.1 The “Final Evaluation Report” (Form F) shall be based on the following criteria:
- Classroom observation (Form B and Form C) based upon CSTP Standards I-V (Form A).
 - “Instructional Self-Reflection” (Form D) with the supporting documents.
 - The unit member’s fulfillment of the professional responsibilities of the position as defined by CSTP Standards I-VI (Form A).

- The unit member's progress on meeting the goals set forth in the previous year's Form G (if applicable).

11.6.1.1 Classroom observations shall include a minimum of:

- 11.6.1.1.1 One full period formal observation which shall be scheduled and include a pre- and post- observation conference (Form B and C); and
- 11.6.1.1.2 Two informal observations, which may be announced or unannounced, and a minimum of 20 minutes in duration (Form C).
- 11.6.1.1.3 At least one informal and one formal observation shall be completed prior to the end of the first semester.
- 11.6.1.1.4 The observation listed in 11.6.1.1.1 and 11.6.1.1.2 above shall be conducted by the same administrator. Form C must be given at least five (5) working days prior to the next formal or informal observation.
- 11.6.1.1.5 The evaluator may conduct informal walkthrough observations.

11.6.1.2 Reflection on an Instructional Unit (Form D)

- 11.6.1.2.1 The unit member shall submit the "Reflection on an Instructional Unit" (Form D) with supporting documents to his/her evaluator by the last day in February.
- 11.6.1.2.2 The "Reflection on an Instructional Unit" (Form D) shall be completed for at least one class for one unit of study.
- 11.6.1.2.3 The "Student Assessment of Learning" (Form F) shall be administered to at least one class of students. The unit member may use either Form F or an alternative form developed by the unit member.
- 11.6.1.2.4 The completed "Student Assessment of Learning" (Form E or an alternative form) may be shared with the evaluator at the discretion of the unit member.
- 11.6.1.2.5 Unit members participating in the Beginning Teacher Support and Assessment (BTSA) program may substitute The "BTSA Analysis of Student Work" form in lieu of #2A-2C on the "Reflection on an Instructional Unit" (Form D)

11.6.1.3 Professional Responsibilities CSTP Standards I-VI (Form A).

- 11.6.1.3.1 Unsubstantiated parent/student complaints shall not be a basis for evaluation.

11.6.1.3.1.1. Any reference to issues regarding the professional responsibilities of the unit member that will be included in the “Final Evaluation Report” (Form F) shall have been substantiated and discussed with the unit member in a timely manner prior to the final evaluation conference.

11.6.1.3.2 A unit member’s grading policy should be consistent with the Governing Board’s approved Course of Study. The “Final Evaluation Report” (Form F) shall not reference percentages of particular grades given to groups of students or comparisons to other faculty members.

11.7 Evaluation of Non-Classroom Unit Members

Non-classroom unit members include counselors, librarians, speech and language specialists, psychologists, inclusion specialists, nurses, and any other non-classroom unit member positions created by the Governing Board during the duration of this agreement.

11.7.1 The “Final Evaluation Report” (Form F-NC) shall be based on the following criteria:

- Observation based upon CSTP Standards I-V as appropriate to the position, the job description and the professional standards for the position.
- “Annual Professional Growth Goal” (Form D-NC) and the “Reflection on an Instructional Activity” (Form E-NC); and
- The non-classroom unit member’s fulfillment of the professional responsibilities of the position as defined by the California Standards for the Teaching Profession (an appropriate to the position), professional standards of the position and/or the job description for the position.

11.7.1.1 Observations shall include a minimum of:

11.7.1.1.1 One Formal observation from the beginning to the end of the activity/event, which shall be scheduled and include a pre- and post- observation conference (Form B-NC and Form C-NC).

11.7.1.1.2 Two informal observations from the beginning to the end of the activity/event or a minimum of 20 minutes in duration and which may be announced or unannounced (Form C-NC).

11.7.1.1.3 At least one informal and one formal observation shall be completed prior to the end of the first semester.

11.7.1.1.4 The observation listed in 11.7.1.1.1 and 11.7.1.1.2 above shall be conducted by the same administrator. Form C-NC must be given at least five (5) working days prior to the next formal or informal observation.

11.7.1.1.5 The evaluator may conduct informal walkthrough observation.

11.7.1.1.6 In the evaluation process, the evaluator shall adhere to all applicable Education Code provisions and laws related to student, parent, and unit member confidentiality.

11.7.1.2 Annual Professional Growth Goal (Form D-NC)

11.7.1.2.1 The unit member shall submit the “Annual Professional Growth Goal Proposal” (Form D-NC) to his/her evaluator by October 15.

11.7.1.2.2 The unit member shall submit the “Annual Professional Growth Goals Self Reflection” (Form D-NC) to his/her evaluator by the last day of February.

11.7.1.2.3 The “Self Reflection Instructional Activity” (Form E-NC) shall be completed by the non-classroom unit member and submitted to the evaluator by the last day of February.

11.7.1.3 Professional Responsibilities CSTP I-VI (Form A)/Professional standards/Job Responsibilities.

11.7.1.3.1 Unsubstantiated parent/student complaints shall not be a basis for evaluation.

11.7.1.3.1.1. Any document activities within the professional responsibilities of the unit member that will be included in the “Final Evaluation” (Form F-NC) will be discussed with the unit member in a timely manner prior to the final evaluation conference.

11.8 Evaluation Option

11.8.1 At year 8 in the district and beyond, unit members with an “Overall Rating” of “Satisfactory” on his/her previous evaluation shall have the option of participating in a formal evaluation process, or may, with the approval of his/her administrator select an “Evaluation Option” (Form H or Form H-NC).

11.8.1.1 The “Evaluation Option” may be utilized in two out of every three evaluation cycles.

11.8.1.2 The evaluator shall provide all classroom permanent unit members who are in year 8 in the district or beyond with information regarding the “Evaluation Option” (Form H or Form H-NC) by October 1.

11.8.1.3 Classroom unit members who are eligible shall notify the evaluator by October 8 of his/her desire to participate in a specific “Evaluation Option” (Form H or Form H-NC).

- 11.8.1.4 Classroom unit members participating in the “Evaluation Option” shall complete Form H or Form H-NC and meet with his/her evaluator by October 15 to have the project approved.
 - 11.8.1.1.1 The evaluator has final approval of the classroom unit member’s project.
 - 11.8.1.1.2 When the project is approved, a copy of Form H or Form H-NC shall be sent to the Human Resources Department and placed in the classroom unit member’s personnel file.
- 11.8.1.5 By May 1, the classroom unit member shall complete the “Evaluation Option: Final Acceptance” section on Form H or Form H-NC and meet with his/her evaluator.
 - 11.8.1.5.1 The classroom unit member shall present the project at an appropriate staff meeting.
 - 11.8.1.5.2 The evaluator shall sign the “Evaluation Option: Final Acceptance” section on Form H and send the form to the Human Resources Department and placed in the classroom unit member’s personnel file to complete the evaluation process for the year.
- 11.8.1.6 A unit member who selects the “Evaluation Option” (Form H or Form H-NC) and does not complete the Evaluation Option shall be evaluated the following year using the standard evaluation process (Form F or Form F-NC).

ARTICLE 12 - EMPLOYEE BENEFITS

12.1 Active Members Benefits

12.1.1 CALPERS Medical Plans

12.1.1.1 The District shall contract with the California Public Employees Retirement System (CALPERS) Health Benefits program to provide medical insurance for all active employees, eligible retirees and eligible survivors of retirees.

12.1.1.2 Pursuant to Government Code § 22890 and 22892 the District shall contribute a portion of the cost of providing the benefit coverage afforded under the health benefit plan.

12.1.1.3 Active Employees Benefit Account.

12.1.1.3.1 Medical Coverage

In addition to the contributions listed above, the District shall establish a benefits account for each active employee eligible for medical coverage who has enrolled in one of the CALPERS medical insurance plans. All such employees shall receive monthly contributions from the District into their benefits accounts. For employees with no dependents, the contribution shall be at the single party tier rate of the 2013 Kaiser plan; for employees with one dependent, the contribution shall be the two-party tier rate for the 2013 Kaiser plan; and for employees with more than one dependent, the contribution shall be the family tier rate of the 2013 Kaiser plan. If an employee chooses a plan more expensive than the designated rate at his or her tier of the current Kaiser Plan, the District contribution shall be no more than the Kaiser rate. The District shall increase its contribution to the adjusted Kaiser rates in 2014.

12.1.1.3.2 Dependents include the spouse, children, and/or domestic partner (as defined in Appendix J) of an Active Employee.

12.1.1.3.3 Double Coverage Exemption.

The District will pay a unit member showing proof of medical coverage provided by an employed spouse or domestic partner \$250 per month in lieu of benefits.

12.1.1.4 The District will offer an IRC 125 "Cafeteria Plan" for benefits. The plan will be structured so as to treat the District contribution towards benefits as non-taxable

12.1.1.5 Reporting Status Changes. Employees shall have the right to inform the

District of an increase in their dependents at any time and have the amount contributed be adjusted accordingly, in accordance with CALPERS or the insurance carrier's rules. Employees shall be required to inform the District of any reduction in dependents and a corresponding reduction in premium amounts contributed by the District shall be made.

12.1.2 Dental Plan

12.1.2.1 For dental insurance, the District will provide the Delta Dental plan with a \$1,500 annual benefit cap, a \$1,000 orthodontia one-time maximum benefit, 3 cleanings and a \$25.00 deductible, excluding diagnostic and preventive care (check-up exam and cleaning)

12.1.3 Vision Plan

12.1.3.1 The District will provide for the premium payment to Vision Service Plan C, composite rate, \$5.00 deductible.

12.1.4 Taxability of Benefits

12.1.4.1 The District shall not treat the District contributions toward medical, dental, or vision benefits as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liability or penalty that may arise out of the implementation of this section.

12.2 Retiree Benefits

12.2.1 CALPERS Medical

12.2.1.1 Eligibility of retirees and survivors of retirees to participate in this program shall be in accordance with the regulations promulgated by CALPERS. Unless prohibited by CALPERS or by law, the medical plan coverage described shall apply to eligible persons retired or who retire under CALPERS.

12.2.1.2 Pursuant to Government Code § 22890 and 22892, the District shall contribute a portion of the cost of providing the benefit coverage afforded under the health benefit plan on behalf of each eligible retired employee or eligible survivor of a retired employee who subscribes with CALPERS for coverage.

12.2.1.3 For unit members who retire into STRS or PERS, whichever is applicable, the District shall provide eligible retirees a monthly District contribution toward medical coverage subject to the approval of the insurance carrier. The District's monthly contribution per

eligible retiree shall not exceed the Kaiser single party rate or the Kaiser two-party rate for the year of retirement, with the retiree responsible for any costs in excess of the District's maximum contribution as stated above. If the actual cost of the retiree's coverage is less than the Kaiser rates, the District shall pay the lesser amount. Retirees' dependents who are eligible for medical coverage under another equal plan are not eligible for this benefit.

12.2.1.3.1 An eligible retiree is one who retires into STRS or PERS, whichever is applicable and who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.

12.2.1.3.2 The District shall pay the medical coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree becomes eligible for medical coverage through any employer, retirement/pension program or government medical coverage program. A four-year maximum total of 30% above the single or two-party rate at the date of retirement will be applied as an inflation adjustment.

12.2.1.3.2.1 If at the time of a retiree's death, he or she was still entitled to benefits pursuant to 12.2.1.3.2, a surviving spouse or domestic partner is entitled to the benefits described in 12.2.1.3 for the remainder of the retiree's coverage period under 12.2.1.3.2 unless the surviving spouse or domestic partner is entitled to medical coverage through an employer, retirement program, government medical coverage program or through any other means.

12.2.2 Dental Plan

12.2.2.1 The District shall pay the dental insurance premium for eligible retirees at a rate that shall not exceed \$60.06 for single party coverage or \$120.12 for two-party coverage for members who retirement becomes effective June 30, 2007 and ending June 30, 2012.

12.2.2.1.1 An eligible retiree is one who retires into STRS or PERS, whichever is applicable and who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.

- 12.2.2.1.2 The District shall pay the dental coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree becomes eligible for dental coverage through any employer, retirement/pension program or government dental coverage program.
 - 12.2.2.1.2.1 If at the time of a retiree's death, he or she was still entitled to benefits pursuant to 12.2.2.1.1, a surviving spouse or domestic partner is entitled to the benefits described in 12.2.2.1 for the remainder of the retiree's coverage period under 12.2.2.1.2 unless the surviving spouse or domestic partner is entitled to dental coverage through an employer, retirement program, government dental coverage program or through any other means.
- 12.2.2.2 A retiree may continue purchasing the District's dental insurance plan, if desired.
 - 12.2.2.2.1 To continue in the dental plan, the retiree shall be required to pay the premiums on the 1st of the preceding month that the premiums are due. Failure to pay the premiums on time shall result in the retiree being dropped from the dental plan.
 - 12.2.2.2.2 Effective January 1, 2010 the dental plan premium for retirees is \$60.06 for single party coverage and \$120.12 for two-party coverage.
 - 12.2.2.2.3 Each eligible retiree shall re-register annually for the Plan contribution during the annual enrollment period for the insurance coverage selected in order to remain eligible for participation in the Plan. A retiree may not leave and later rejoin the Plan.
 - 12.2.2.2.4 In the event that a Federal and/or State medical benefits program is established prior to the expiration of the retiree's eligibility for and participation in the Plan, the District-provided contribution shall be combined with the Federal and/or State contribution, and necessary contribution adjustments shall be made.
 - 12.2.2.2.5 The District contribution to a retiree shall be adjusted in accordance with Plan limitations if alternative coverage is obtainable by retiree in other employment or through retiree's spouse or domestic partner as defined in

Appendix M. Neither retiree nor retiree's spouse or domestic partner as defined in Appendix M shall be entitled to an in-lieu tax sheltered annuity.

12.2.2.2.6 Memorandum language shall be consistent with CALPERS regulations and limitations.

12.2.3 Vision Plan

12.2.3.1 The District shall pay the vision insurance premium for eligible retirees at a rate that shall not exceed \$15.55 for single party coverage or \$31.10 for two-party coverage for members who retirement becomes effective June 30, 2007 and ending June 30, 2012.

12.2.3.1.1 An eligible retiree is one who retires into STRS or PERS, whichever is applicable and who has rendered the equivalent of 10 years of full-time service, including Board-approved leave, in the District immediately prior to retirement.

12.2.3.1.2 The District shall pay the vision coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective or until the retiree becomes eligible for vision coverage through any employment, retirement/pension program or government vision coverage plan.

12.2.3.1.2.1 If at the time of a retiree's death, he or she was still entitled to benefits pursuant to 12.2.2.1.1, a surviving spouse or domestic partner is entitled to the benefits described in 12.2.2.1 for the remainder of the retiree's coverage period under 12.2.2.1.2 unless the surviving spouse or domestic partner is entitled to dental coverage through an employer, retirement program, government dental coverage program or through any other means.

12.2.3.2 A retiree may continue purchasing the district's vision insurance plan, if desired.

12.2.3.2.1 To continue in the vision plan, the retiree shall be required to pay the premiums on the 1st of the preceding month that the premiums are due. Failure to pay the premiums on time shall result in the retiree being dropped from the vision plan.

- 12.2.3.2.2 Effective January 1, 2010 the vision plan premium for retirees is \$15.05 for single party coverage and \$31.10 for two-party coverage.

12.2.4 Benefit Plan Continuation

- 12.2.4.1 The District agrees to provide retired employees in the bargaining unit with an opportunity to make premium payments for District group medical payments for which they are eligible. For those programs for which deductions are not made by PERS, the required payments from the retired employee must be remitted to the District office by the first day of each month.

12.3 Pre-Retirement Reduced Service Option

- 12.3.1 Effective 2001-2002, employees who qualify under the terms of this article may reduce their workload from full to part-time, with retirement benefits (STRS) based on full-time employment. Retirement to STRS must be immediately following the conclusion of this, unless the District and AEA mutually agree otherwise.
 - 12.3.1.1 A maximum of three (3) unit members from each school site (except Del Oro shall be one) may be enrolled in the pre-retirement program at the same time. Members will be approved in the order of their written application.
 - 12.3.1.2 The employee must have reached the age of 55.
 - 12.3.1.3 The employee must have been employed full-time in positions requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full time.
 - 12.3.1.4 Applications must be received by Human Resources no later than April 30th of the school year preceding participation in the program.
 - 12.3.1.5 Applicants will be informed of their acceptance into the program no later than June 15th of the school year preceding participation in the program.
 - 12.3.1.6 The District and the employee will make the contribution required by full-time employees to the State Teachers' Retirement System (STRS).
 - 12.3.1.7 The option of part-time employment can be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.
 - 12.3.1.8 The employee shall be paid a salary which is the pro rata share of the salary he or she would be earning had the employee not elected to exercise the option of part-time employment
 - 12.3.1.9 The employee shall retain all other rights and benefits for which the

employee makes the payments that would be required if the employee remained in full-time employment.

- 12.3.1.10 The employee shall receive health and dental benefits as provided full-time employees by the District and by law.
- 12.3.1.11 The minimum part-time employment shall be .6 FTE (60%) or greater.
- 12.3.1.12 STRS regulations shall be followed.
- 12.3.1.13 The employee shall accrue sick leave on a pro rata basis.
- 12.3.1.14 Employees who enter the pre-retirement reduced service option may continue for up to three (3) years.
- 12.3.1.15 For each full year on the pre-retirement reduced service option the employee (only those having been employed fewer than 15 years in the Acalanes Union High School District) shall forfeit one year of retirement medical benefits.
- 12.3.1.16 Employees electing pre-retirement options prior to January 1, 2001 are subject to the stipulations of the contract agreement agreed to by the District and the Association at the time of their election.

12.4 Post-Retirement Employment Program

- 12.4.1 This Program is established pursuant to Education Code sections 24214, 24216.5 and 24216.6, to allow the District to employ retired teachers without the constraints of the post retirement compensation limitation established by the Education Code section 24214. The District may employ a teacher who retired from the State Teacher Retirement System (STRS) if the teacher meets any of the following conditions:
 - 12.4.1.1 The teacher retired with an effective date on or before January 1, 2000, and will provide direct classroom instruction to students in 9th through 12th grade, and/or provides other services as specified in Education Code section 24216.5(a) (2).
 - 12.4.1.2 The teacher retired with an effective date on or before July 1, 2000, and will provide direct remedial instruction to students in grades 9 through 12 as defined in Education Code sections 24216.6, 37252 and 37252.5. This subsection shall become effective on January 1, 2001.
 - 12.4.1.3 For a period of at least twelve (12) months, the retired teacher has not performed the activities identified in Education Code sections 22119.5(a) (1-9). This subsection shall be effective from January 1, 2001 through January 1, 2008.
- 12.4.2 Each retired teacher employed pursuant to this program shall be placed in a distinct

class of temporary teachers, shall be placed within the AEA bargaining unit, shall be covered by all articles of this Agreement except as specified in sections 12.3.4 and 12.3.6, and shall be classified as a “Retired Temporary Teacher” (RTT). The service of a RTT shall not be included in computing the service required as a prerequisite to attainment of or eligibility for classification as a permanent employee of the District.

- 12.4.3 The District retains the final discretion as to the type of work to which RTTs will be assigned, the percentage of any part-time work, the qualifications for the work, and the availability of work.
- 12.4.4 Retired Temporary Teachers shall not be subject to the evaluation provisions of Article XI.
- 12.4.5 A Retired Temporary Teacher shall be placed at a maximum of Step 10, Range D on the certificated salary schedule, based on training and previous experience.
- 12.4.6 Retired Temporary Teachers shall not be subject to provisions of the employee benefits described in Article XII, except they shall be provided dental and vision coverage as described in sections 12.1.7 and 12.1.8.
- 12.4.7 Retired Temporary Teachers who retired from other school districts shall not receive health and welfare benefits pursuant to Article XII.
- 12.4.8 Retired Temporary Teachers may not participate in the Pre-Retirement Reduced Work Option described in section 12.2.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 Definition

- 13.1.1 A grievance is a complaint by a unit member, or members, or the Association, that there has been an alleged violation, misapplication or a misinterpretation of the specific provisions of this Agreement covering the members of the Association. The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level, notwithstanding the right and the desirability of either party to bypass any initial steps if the grievance involves decision-making at a higher administrative level.

13.2 Informal Procedures

- 13.2.1 Every effort shall be made by the grievant and his/her immediate supervisor to resolve the difficulty informally through meeting and consulting. The positions of each party and the background and reasons for the problem shall be stated and explored by the grievant and his/her immediate supervisor at a meeting or consultation period. At all levels in the procedure either party may be accompanied by a representative to advise the party.

13.3 Formal Process

- 13.3.1 Step One: The grievant may present the grievance, in writing, to the immediate supervisor or principal within ten (10) working days of the occurrence of the dispute or ten (10) working days from such time as the grievant should have become aware of the occurrence (see Grievance Form, Appendix I). The immediate supervisor or principal shall communicate his/her decision to the parties to the grievance in writing within five (5) working days after receiving the complaint. A grievance may be filed at Step Two with the mutual agreement of AEA and the District.
- 13.3.2 Step Two: If the grievance is not resolved within five (5) working days of the presentation under Step One, the grievance may be submitted, in writing, to the Assistant Superintendent, Human Resources within ten (10) working days after receiving the response from the immediate supervisor or principal. The Assistant Superintendent, Human Resources shall respond in writing within ten (10) working days.
- 13.3.3 Step Three:
- 13.3.3.1 Voluntary Mediation: Within ten (10) working days after the response at Step Two or Step Three, the AEA may request or the AEA and the District may mutually agree to defer the matter to mediation. If the matter goes to mediation, the parties shall mutually select a mediator who shall attempt to assist the parties to settle the grievance. The mediator shall not issue a decision and the mediation process shall be confidential.

- 13.3.3.2 If the matter is not referred to mediation, AEA may appeal the decision in writing within ten (10) working days after receipt of the decision in writing of the Director of Human Resources and request a hearing before the Governing Board at its next regular meeting.
 - 13.3.3.3 Governing Board Hearing: The Governing Board shall have available to it all documents relating to the appeal and any District records that would be helpful in its review. The Governing Board shall notify all parties of its decision within ten (10) working days following the meeting at which the grievance was considered.
- 13.3.4 Step Four: If the grievant is not satisfied with the disposition of the grievance at Step Three, or if no written decision has been rendered within ten (10) working days after the meeting of the Governing Board at which the grievance was heard, AEA may, within ten (10) working days after the decision by the Governing Board, request in writing that the grievance be submitted to binding arbitration. If any questions arise as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator only after he/she has had the opportunity to hear the merits of the grievance. The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the submission of the grievance to arbitration, the arbitrator shall be selected from a list, submitted by the California Conciliation Service of five (5) persons experienced in public education. If the parties cannot agree on an arbitrator from the list, each party shall alternately strike names until only one remains. The arbitrator shall have no authority or power to add, delete, or alter any provisions of the Agreement, but shall limit the decision to the application and interpretation of its provision. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the grievant, the Governing Board, the Assistant Superintendent, Human Resources, and the Association.

13.4 Costs

All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel, and subsistence expense, shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them.

13.5 Extension of Time Limits

- 13.5.1 The time between the steps of the procedure may be extended by mutual agreement. If the immediate supervisor or principal fails to respond within the required time limits, the grievant may then present the grievance in writing to the next higher step. If the grievant fails to present the grievance to the next higher step within the required time limits, then the grievance will be considered withdrawn.

13.6 Witness

- 13.6.1 Parties who may have direct knowledge of circumstances relating to the grievance may be present to testify at the request of either party during any stage of the procedure. Witnesses who are unit members shall be compensated at their regular rate of pay for actual time spent in such meetings.

13.7 Records

- 13.7.1 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be considered confidential.

ARTICLE 14 – PEER ASSISTANCE AND REVIEW

14.1 Purpose

- 14.1.1 The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.
- 14.1.2 The PAR program's assistance shall be provided through Consulting Teachers as described in detail in this Article.
 - 14.1.2.1 This assistance shall not involve either participating in or conducting of the evaluation of certificated unit members as set forth in Article 11 of the Agreement and Education Code 44660, et seq.
- 14.1.3 The PAR program resources shall be utilized in the following priority:
 - First, for Referred Participating Teachers;
 - Second, for Beginning Teachers; and
 - Third, for volunteers as determined by the Joint Panel (see 14.4.1).

14.2 Definitions for the Purpose of this Document

- 14.2.1 “Classroom Teacher” or “Teacher”
Any classroom teacher in the certificated bargaining unit.
- 14.2.2 “Participating Teacher” (PT)
A unit member who is a classroom teacher who either volunteers or is required by this PAR program agreement to participate.
- 14.2.3 “Referred Participating Teacher” (RPT) with a “Needs Improvement” or “Unsatisfactory” Evaluation
Any unit member having permanent status who has received an “Overall Evaluation” rating of “Needs Improvement” may be referred to the PAR Program. A unit member with permanent status who has received an “Overall Evaluation” rating of “Unsatisfactory” shall be referred to the PAR program.
- 14.2.4 “Beginning Teacher” (BT)
Any unit member having probationary or temporary status.
- 14.2.5 “Voluntary Participating Teacher” (VPT)
Any permanent teacher with an “Overall Evaluation” rating of “Satisfactory” on their last final evaluation (Form B) who voluntarily participates in the PAR Program.
- 14.2.6 “Consulting Teacher” (CT)
An exemplary teacher meeting the requirements of subsection 14.4.2.1 who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.

- 14.2.7 “Evaluator”
An administrator appointed by the District to evaluate a certificated teacher.
- 14.2.8 “Standards”
The standards articulated in the California Standards for the Teaching Profession, California Department of Education:
- Standard I: Engaging and supporting all students in learning.
 - Standard II: Creating and maintaining effective environments for student learning.
 - Standard III: Understanding and using subject matter for student learning.
 - Standard IV: Planning instruction and designing learning experience for all students.
 - Standard V: Assessing student learning.
 - Standard VI: Developing as a professional educator.

14.2.9 “Joint Panel” (See 14.4.1 below)

14.3 PAR Program Outline

- 14.3.1 Any unit member having permanent status who has received an “Overall Evaluation” rating of “Needs Improvement” be referred to the PAR program. A unit member with permanent status who has received an “Unsatisfactory” shall be referred to the PAR Program.
- 14.3.2 The Evaluator will meet with the RPT and the CT to discuss the recommended areas of improvement identified in the evaluation. A written document “Support/Improvement Plan” (Form G) delineating areas of needed improvement shall be developed by the Evaluator and be given to the RPT.
- 14.3.2.1 The areas for improvement (see 14.2.8) shall be written and aligned to student achievement, be clearly stated, and shall be consistent with Education Code Section 44662. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b) (2).
- 14.3.2.2 The RPT shall work with the CT to complete the Participating Teacher Action Plan (PAR Form A)
- 14.3.2.3 The CT, RPT and the Evaluator(s) are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the RPT.
- 14.3.3 The Consulting Teacher’s assistance and review shall focus on the specific areas of improvement as identified on the RPT’s evaluation when the RPT received a “Needs Improvement” or an “Unsatisfactory”.

- 14.3.3.1 At sites with more than one CT, every effort shall be made to match up an RPT with the CT of his/her choice.
- 14.3.3.2 Functions performed by a CT pursuant to this article by bargaining unit members shall constitute neither management nor supervisory functions. The CT shall continue to have all rights of bargaining unit members.
- 14.3.3.3 All communication between the CT and RPT shall be confidential, and without written consent of the RPT, shall not be shared with others including the site principal, the evaluator, and Joint Panel except as specified in this article.
- 14.3.3.4 The CT and the RPT shall meet to outline in writing an “Action Plan” (PAR Form A). The CT shall keep a log of his/her activities with the RPT (PAR Form B).
- 14.3.3.5 The CT shall work with the RPT who initially receives an “Overall Evaluation” rating of “Needs Improvement” evaluation for a period of one academic year, to begin when school starts and to be completed by June 1 of each year. If the RPT receives an “Overall Evaluation” rating of “Needs Improvement” or “Unsatisfactory” after the first year of assistance, the CT may repeat the assistance process during the following year per article 11.5.1.1, 11.5.2 and 14.3.1.
- 14.3.3.6 The CT shall work with the RPT who receives an “Overall Evaluation” rating of “Unsatisfactory”. The CT’s work shall continue for a period of one academic year, to begin when school starts and to be completed by June 1.
- 14.3.3.6.1 If the RPT continues to receive an “Overall Evaluation” rating of “Unsatisfactory” at the end of the first year, he/she shall repeat the assistance process for the first semester, with the assistance to be complete by the last day of that semester. During this semester, the RPT will be evaluated using a modified evaluation process rather than the process outlined in Article 11:
- one informal observation which may be announced or unannounced (PAR Form C);
 - one formal observation with a pre- and post-conference (PAR Forms B and C);
 - an instructor self-reflection (Form D);
 - a minimum of 3 walk through observations.

If the RPT receives an “Overall Evaluation” rating of “Unsatisfactory” from the Evaluator, the matter will be

referred to the District for further action.

14.3.3.6.2 If the RPT receives an “Overall Evaluation” rating of “Needs Improvement” the CT shall repeat the assistance process during the following year per Article 11.5.1.1 and 14.3.1.

14.3.4 At the end of the time period specified in 14.3.3.5 or 14.3.3.6, the CT shall complete a final written report describing the RPT’s participation in the PAR program (see Form B). This report shall consist solely of:

- (1) A description of the assistance provided by the CT; and
- (2) A description of the RPT’s participation in the PAR program with evidence from supporting documents (PAR Form B and C;
- (3) The CT shall submit a copy of the Final Report (PAR Form C) to the RPT for his/her input and signature before it is submitted to the Human Resources Department. The RPT’s signature does not necessarily mean agreement, but rather that he/she has received a copy of the report. The RPT shall have the right to submit a written response report to the Human Resources Department. This response shall be attached to the CT’s Final Report (PAR Form C).

14.3.5 A CT may be assigned to a beginning teacher(s) (BT) as defined in 14.2.4 to provide assistance, training and /or support.

14.3.5.1 Because beginning teachers’ participating in the PAR program is not legally mandated, neither the CT nor the Joint Panel will make written reports regarding the individual beginning teachers, nor forward to the Board the names of individual beginning teachers who participated in the PAR program. The CT shall not participate in the performance review of the beginning teacher. All communications between the CT and the BT are confidential.

14.3.5.2 This PAR program shall not waive the Governing Board’s legal right to make non-reelection decisions.

14.3.6 Teachers eligible to be VPTs may submit to the Joint Panel an application to participate in the PAR program. Requests must be submitted prior to May 15 for consideration for the following school year.

14.3.6.1 Selected volunteers will participate on a year-to-year basis, as determined by the Joint Panel based upon availability of resources.

14.3.6.2 Because VPTS are not mandated by law to participate in the PAR program, neither the CT nor the Joint Panel will forward to the Board the names of individual VPTs or report on the outcome of their participation. The CT shall not participate in the performance review of the VPT. All communications between the CT and the VPT are confidential.

14.4 Governance and PAR Program Structure

14.4.1 Joint Panel

14.4.1.1 The PAR Program will be administered by a Joint Panel consisting of five members, three teachers selected by AEA and two administrators appointed by the superintendent or designee. Qualifications for the teacher representatives shall be the same as those for CT as set forth in Section 14.4.2.6, and they shall be selected by AEA. A Joint Panel member's term shall be two years. Joint Panel members may be reappointed for consecutive terms. There shall be no term limits for Joint Panel members. The Joint Panel shall establish a procedure for selecting the Chairperson. The term of the Chairperson shall be one year, and the position shall alternate between AEA and the District. The Chairperson shall be a full voting member of the Joint Panel.

14.4.1.2 The Joint Panel will strive to make all decisions through consensus in the areas of appointments, reports and recommendations to the Governing Board, and PAR program plan and budget. Failing consensus, decisions will be made by a majority vote. Four of the five members will constitute a quorum for purposes of meeting and conducting business.

14.4.1.3 The Joint Panel operates in complete confidentiality. Its primary responsibilities are to establish the PAR program and PAR program budget on a yearly basis and to select and oversee the CTs. Specifically, the Joint Panel is responsible for:

- Generating application forms and procedures for selecting consulting teachers;
- Selecting and assigning the CTs;
- Reviewing CTs' reports on RPTs;
- Evaluating the effectiveness of the CTs in their role based on the following criteria:
 - a) Providing assistance to improve in the specific areas identified by the evaluator, RPE, and CT;
 - b) Conducting multiple observations of the RPT during classroom instruction, including both pre- and post-observation conference;
 - c) Demonstrating teaching for the RPT or arranging opportunities for the RPT to observe other teachers;

d) Facilitating the RPT's access to specific training in specified teaching techniques or in designated subject matter;

e) Organizing activities appropriate to the RPT's needs and interest.

- Monitoring the RPT's progress and providing periodic feedback to the RPT for discussion and review
- Coordinating with the District to provide training for the CTs, for Joint Panel members, and where appropriate, for any PTs and Evaluators;
- Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this section of the PAR program agreement.

14.4.1.4 The Joint Panel shall use the following procedure for establishing the annual PAR Program plan and budget: It is understood that recommendations made by the Joint Panel must be approved by the Governing Board. By June 15 of each calendar year the Joint Panel will establish a PAR program budget for the succeeding year, which will include:

- The established state revenues for the PAR program;
- Projected number of PTs;
- Projected number of CTs needed to serve the projected need and budget constraints. A CT may have no more than two or one RPT and 1-3 BTs, or four or more BTs and no RPTs;
- Estimated need for release time if the budget allows;
- Stipends for CT's and the Joint Panel members are set forth in Appendix B;
- Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance; and
- If there are insufficient funds allocated for PAR from the state, then the Joint Panel shall elect not to offer PAR for the following year.

14.4.2 Consulting Teachers (CT)

14.4.2.1 Minimum qualifications for CT:

- A fully credentialed teacher with permanent status and substantial recent

classroom teaching experience.

- Demonstrated exemplary teaching ability, consistent with the California Standards for the Teaching Profession.
- Demonstrated ability to work cooperatively and effectively with other teachers and administrators.

14.4.2.2 The Human Resources Office shall post CT positions. Each applicant shall be required to submit a completed application, which shall include at least two references (from the school principal and one from a colleague). The Joint Panel's procedures for selecting CTs shall include provision for interviews and classroom observations of candidates. The Joint Panel will make the selection, which will be forwarded to the superintendent or designee. All applications and references will be treated with confidentiality and will not be disclosed except as required by law.

14.4.2.3 The Joint Panel will assign CTs. Within the first six weeks of the assignment, either the CT or the PT may petition in writing the Joint Panel for an assignment change, stating the reasons. The PT shall be allowed one assignment change per year.

14.4.2.4 A CT's term will be two years, and she/he may reapply for additional terms.

14.4.2.5 CTs will be required to attend PAR program training. Costs for such shall be budgeted in the PAR program budget (see 14.4.1.4.1).

14.4.2.6 CTs shall provide assistance to RPTs in the areas defined by the California Standards for the Teaching Profession, including subject matter knowledge, teaching strategies, and teaching methods. For RPTs, this assistance may include any of the following activities:

- a) Providing assistance to improve in the specific areas identified by the evaluator through "Support/Improvement Plan"(Form G), RPT, and CT;
- b) Conducting a minimum of three observations of the RPT During classroom instruction, including both pre-and post-Observation conference.
- c) Demonstrating teaching for the RPT or arranging opportunities for the RPT to observe other teachers;
- d) Facilitating the RPT's access to specific training in specified teaching techniques or in designated subject matter;
- e) Organizing activities appropriate to the RPT's needs and interests;
- f) Monitoring the RPT's progress and providing periodic written feedback to the RPT for discussion and review (see Form C).

- 14.4.2.7 Support provided by CTs to BTs or RPTs may include providing assistance to improve in areas identified by the PTs, as well as the activities listed 14.4.2.6 above.

14.5 Other Provisions

- 14.5.1 Unit members who function as Joint Panel members or CTs under this document shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1 (g) and (m).
- 14.5.2 Unit members who perform functions as CTs or Joint Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) or Title 1 of the California Government Code.
- 14.5.3 Records
 - 14.5.3.1 All documents and information relating to the participation in this PAR Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the PAR program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
 - 14.5.3.2 All parts of the selection process for CTs will be treated as confidential and will not be disclosed except as required by law.
- 14.5.4 Expenditures for this Program shall not exceed funds allocated for PAR to district by the state. PAR expenditures may not encroach into unrestricted, general fund.
- 14.5.5 The RPT has a right to be represented by an AEA Representative.

ARTICLE 15 – WORKING CONDITIONS AND SAFETY

- 15.1 Certificated staff will be provided working conditions that adequately support their job performance standards. Such working conditions include:
- 15.1.1 All reasonable efforts shall be made to provide unit members with appropriate workspace communication throughout the workday.
 - 15.1.2 All reasonable efforts shall be made to provide a safe and healthy environment for unit members in accordance with CAL-OSHA rules concerning safety, health and fire prevention.
 - 15.1.3 Alleged violations subject to CAL-OSHA Guidelines shall not be subject to the grievance procedure. Such alleged violations may be appealed to CAL-OSHA.
 - 15.1.4 All unit members shall work with the site administrators to maintain safe and sanitary conditions in their work area.
 - 15.1.5 All reasonable efforts shall be made to limit the number of course preparations and required moves from one classroom to another throughout the workday for each unit member.
 - 15.1.6 Once a committee that includes unit members has been convened, all reasonable efforts shall be made to involve unit members appropriately in decision-making. At the first meeting, the administrator will inform the committee what decision making processes will be used. Decision making processes include the following:
 - Administrator solicits input and then makes decision;
 - Administrator shares issue with group, solicits input and then makes decision;
 - Administrator and group discuss issue and make decision together;
 - Administrator discusses issue with group and group makes decision;
 - Consensus;
 - Majority.

ARTICLE 16 – DISTRICT RIGHTS

- 16.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control its operations to the full extent of the law except as specified in provisions of this Agreement.
- 16.2 Except as provided for in this Agreement, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees, determine the times and hours of operations; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and education opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
- 16.3 Except as provided for in the Agreement, the Board retains the right to hire, classify, assign, reassign, transfer, evaluate, and promote. In addition, the Board retains the right to terminate and discipline employees in accordance with applicable state law.
- 16.4 The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and applicable state and federal law.
- 16.5 The District may suspend temporarily any provision in this Agreement in case of emergency for the duration of an emergency only when such temporary suspension is necessary. An emergency shall include national, state, or local declared emergencies and natural disasters such as earthquake, fire, or flood.
- 16.6 This article does not authorize the District to violate any provision of this agreement.

ARTICLE 17 –EMPLOYEE DISCIPLINE

17.1 General Provisions

- 17.1.1 The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for up to fifteen (15) working days. Discipline shall not include dismissal or suspension for more than fifteen (15) working days.
- 17.1.2 Discipline shall be fair, consistent and follow the procedures of progressive discipline outlined in Article 17.3.
- 17.1.3 The District will follow the procedures of progressive discipline per Article 17.3 in a timely manner after obtaining credible knowledge of the alleged violation giving rise to the discipline.
- 17.1.4 Problems relating to the performance of extra duties and/or adjunct duties (see Articles 5 and 6 Teaching Hours and School Year Calendar) are to be dealt with under this Article rather than Article XI Evaluation Procedures. Evaluation shall not be used for disciplinary purposes.
- 17.1.5 If a complaint against a unit member may lead to employee discipline, then the provisions of this article shall be followed. In no event shall discipline be based upon unsupported complaints and /or hearsay.
- 17.1.6 Nothing in this Article shall limit the District's right to institute dismissal and immediate suspension and mandatory leave of absence proceedings as set forth in the California Education Code, Sections 44932 through 44948.5 and subsequent amendments and supplements thereto, nor shall discipline under this Article or any other terms of this Article be regarded as a precondition to, or limitation upon, such Code proceedings.

17.2 Representation

At all stages of the disciplinary process, prior to arbitration, a unit member shall have the right, at his/her request, to representation by the Association or to represent himself/herself, or to be represented by any other person of his/her choice, so long as that other person is not a representative of another employee organization. If the District is notified by a unit member that he/she has elected to be represented by himself/herself or by someone other than the Association, the District shall promptly notify the Association of that fact. Only the Association has the right to initiate arbitration and to represent the employee in arbitration proceedings. If the employee chooses not to be represented by the Association or chooses not to go to arbitration, then it is agreed that any subsequent resolution or settlement shall not be considered as precedent and shall not be referred to in any future cases involving other employees.

17.3 Progressive Discipline

17.3.1 The following progressive discipline procedures will be applied, except where the serious nature of the alleged conduct justifies bypassing the steps outlined below. The determination as to whether or not the serious nature of the conduct warranted bypassing progressive discipline steps and going directly to a suspension without pay may be submitted directly to step four of the grievance procedure as outlined in Article 13 of the Agreement. "Without pay" shall mean a unit member's per diem wage, not including medical benefits. Any discipline shall be based on credible knowledge.

17.3.1.1 Oral Counseling/Warning

The District shall first issue an oral counseling/warning before imposing further discipline. Oral counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's personnel file.

17.3.1.1.1 Provided there has been no repetition of a similar kind of conduct for a period (18 months) following an oral counseling/warning, all records of the oral counseling/warning will be promptly destroyed.

17.3.1.2 Written Warning

Subject to 17.3.1 above, written warnings will not be used unless the unit member has been orally warned about similar actions within eighteen (18) months following the date of the last occurrence. Written warnings will not be placed in the unit member's file.

17.3.1.2.1 Provided there has been no repetition of a similar kind of conduct for a period of two years (24 months) following a written warning, all records of the written warning will be promptly destroyed.

17.3.1.3 Written Reprimand

17.3.1.3.1 Subject to 17.3.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within twenty-four (24) months following the date of the last occurrence. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

17.3.1.3.2 The employee may attach a statement of rebuttal which shall be permanently attached to the reprimand.

17.3.1.3.3 Provided there has been no repetition of a similar kind of offense for a period of four (4) years following a written reprimand, the written reprimand shall be promptly removed from the employee's personnel file.

17.3.1.4 Suspension Without Pay

Subject to 17.3.1 above, suspension will not be used unless the unit member has received at least one (1) written reprimand about similar conduct issued within a reasonable period of time.

17.3.1.4.1 No unit member will be suspended for more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension must be proportionate to the member's conduct.

17.3.1.4.2 Suspension without pay may be appealed directly to step four (4) of the grievance procedure as outlined in Article 13 of the Agreement. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered or the grievance is otherwise resolved.

17.3.1.4.3 Provided there has been no repetition of a similar kind of conduct for a period of four (4) years following a suspension, the notice of suspension will be promptly removed from the employee's personnel file.

17.4 Required Notice of Suspension

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy without the unit member's name will be concurrently provided to the Association President. The notice of suspension will contain:

17.4.1 A statement of the specific acts or omissions upon which the action is based;

17.4.2 A statement of the cause(s) for which action is recommended;

17.4.3 Where applicable, the Education Code section, policy, rule regulation, or directive the member allegedly violated;

17.4.4 The penalty proposed and effective date;

17.4.5 Copies of the documentary evidence upon which the recommendation is based;

17.4.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to step four (4) of the grievance procedure as outlined in Article 13 of this Agreement.

17.6 Confidentiality

All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law.

17.6 Education Code

This article is intended for the purpose of suspensions for up to 15 days to replace the provisions of the Education Code Section 44944, but will not apply to suspension pursuant to Education Code Section 44939, 44940, or 44942. Nor is this article intended to preclude the District's right to non re-elect probationary unit members or to release temporary teachers pursuant to the Education Code.

ARTICLE 18-COMPLETION OF MEET AND NEGOTIATE

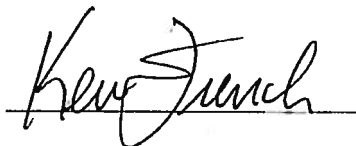
- 18.1 The terms and conditions set forth herein represent the full and complete understanding between District and Association. The terms and conditions may be altered, changed, added to, deleted from, or modified only by voluntary mutual written consent of District and Association. This agreement terminates and supersedes those past practices, agreements, procedures, traditions, rules, or regulations inconsistent with its provisions.

ARTICLE 19- TERM

- 19.1 This agreement shall remain in full force and effect up to and including June 30, 2015. There shall be no additional reopener negotiations for 2012-2013. In addition each party may open three Articles in the 2nd and 3rd years of the Agreement, 2013-2014 and 2014-2015. Negotiations will begin within ten (10) school days after a request is made by either party.
- 19.2 Negotiation dates must be scheduled by mutual agreement no later than April 15. An initial proposal must be presented to the other party no later than the first regularly scheduled Governing Board meeting in April.

SIGNATURE PAGE

FOR THE DISTRICT



Kevin French
Associate Superintendent
Administrative Services

6/6/12
Date

FOR THE ASSOCIATION



Nick Carpenter
Lead Negotiator

6/6/12
Date

Acalanes Union High School District

APPENDIX A

Certificated Salary Schedule

186 Days Per Year

Step	A	B	C	D	E	F
	BA with Permit or Certificate	BA including credential	BA+30 including credential	BA+45 including credential	BA+60 including credential	BA+75 including credential
1	41,600	45,703	47,974	50,245	52,516	54,787
2	41,600	47,974	50,245	52,516	54,787	57,057
3	41,600	50,245	52,516	54,787	57,057	59,328
4	41,600	52,516	54,787	57,057	59,328	61,599
5	41,600	54,787	57,057	59,328	61,599	63,870
6	41,600	57,057	59,328	61,599	63,870	66,141
7	41,600	59,328	61,599	63,870	66,141	68,412
8	41,600	61,599	63,870	66,141	68,412	70,683
9	41,600	61,599	66,141	68,412	70,683	72,954
10	41,600	61,599	68,412	70,683	72,954	75,225
11	41,600	61,599	68,412	72,954	75,225	77,496
12	41,600	61,599	68,412	75,225	77,496	79,767
13	41,600	61,599	68,412	75,225	79,767	82,038
14	41,600	61,599	68,412	75,225	82,038	84,309
15	41,600	61,599	68,412	75,225	82,038	86,580
16	41,600	61,599	68,412	75,225	82,038	88,851
17	41,600	61,599	68,412	75,225	82,038	91,122
18	41,600	61,599	68,412	75,225	82,038	93,393

Counselor Salary Schedule

193 Days Per Year

	A	B	C	D
Step	BA + 30	BA + 45	BA + 60	BA + 75
1	49,778	52,134	54,490	56,846
2	52,134	54,490	56,846	59,203
3	54,490	56,846	59,203	61,559
4	56,846	59,203	61,559	63,915
5	59,203	61,559	63,915	66,272
6	61,559	63,915	66,272	68,628
7	63,915	66,272	68,628	70,984
8	66,272	68,628	70,984	73,341
9	68,628	70,984	73,341	75,697
10	70,984	73,341	75,697	78,053
11	73,341	75,697	78,053	80,410
12	73,341	78,053	80,410	82,766
13	73,341	78,053	82,766	85,122
14	73,341	78,053	85,122	87,497
15	73,341	78,053	85,122	89,835
16	73,341	78,053	85,122	92,191
17	73,341	78,053	85,122	94,548
18	73,341	78,053	85,122	96,904

Psychologist Salary Schedule

193 Days Per Year

Step	A
1	71,754
2	74,874
3	77,993
4	81,113
5	84,233
6	87,352
7	90,472
8	93,591
9	96,712
10	100,751

4% Effective Date: 1/1/2013

Board Approved: September 18, 2013

Schedule B Salary Schedule

APPENDIX B

Assignment	Base Stipend	Pay Cycle	Extra Optional Stipend	Pay Cycle
Choral	\$2,839	Monthly		
Instrumental	\$2,839	Monthly		
Choral Director			\$1,704	Upon Completion
Instrumental Director			\$1,704	Upon Completion
Musical Director			\$1,704	Upon Completion
Drama	\$2,839	Monthly	\$1,704	Upon Completion
Journalism, Yearbook	\$2,839	Monthly		
Athletic Director ²	\$5,000	Monthly		
Leadership ¹	\$4,542	Monthly		
Site Instructional Technology Coordinator ¹	\$4,542	Monthly		
Web Master	\$2,839	Monthly	\$1,704	Upon Completion
Noon Supervisor	\$2,839	Monthly		
Stage Crew	\$1,537	Monthly		
Cheerleader Advisor	\$1,537	Monthly		
PAR – Joint Panel*	\$568	Annual	\$568	Upon Completion
PAR Consulting Teacher – Per RPT*	\$2,271	January & June		
PAR Consulting Teacher – New Teachers*				
1-3 New Teachers	\$1,704	January & June		
4 or more New Teachers	\$2,271	January & June		
BTSA Mentor Teacher ^{3*}	\$1,704	January & June		
Department Chair – Tier 1 (up to 20 sections in department)	\$3,406	Monthly		
Department Chair – Tier 2 (21-30 sections in department)	\$3,974	Monthly		
Department Chair – Tier 3 (31-50 sections in department)	\$4,542	Monthly		
Department Chair – Tier 4 (51-70 sections in department)	\$5,110	Monthly		
Department Chair – Tier 5 (71 or more sections in department)	\$5,677	Monthly		
EL Department Chair	\$3,406	Monthly		
Special Ed Department Chair	\$4,542	Monthly		
Lead Counselor	\$4,542	Monthly		
AGATE ^{4*}	\$1,704	Upon Completion	\$852	Upon Completion
Mock Trial, Model UN, Academic Decathlon	\$852	Monthly	\$341	Upon Completion
Speech			\$852	Upon Completion
Traveling Teacher	\$3,406	Monthly		
Hourly Rate	\$32	Monthly		
Master Degree	\$1,144	Monthly		
Doctorate Degree	\$1,664	Monthly		

- ¹ Site Instructional Technology Coordinator, Leadership, and WASC Self-Study Coordinators are all tied to Department Chair – Tier 3
- ² The Athletic Director Stipend listed is for one position. If the site determines that another athletic director position is necessary, then the stipend will be split accordingly. The Athletic Director stipend is to be “Y-rated” until the Department Chair Tier 3 stipends have equaled or exceeded the \$5000 rate at which time the Athletic Director stipend will be equal to the Department Chair Tier 3 stipend.
- ³ The actual rate set by the District-CCCOE SMC BTSA Funding Source and may exceed \$1,500.
- ⁴ AGATE Coordinators (base stipend) and chaperones (optional stipend) shall be paid in a lump sum after the completion of the AGATE trip.
- ⁵ A traveling unit member is defined as an employee who is required by his/her supervisor to travel between two school sites during a school day.

Schedule Notes:

- If any Unit member receives a prep period for a Schedule B assignment at a site, the district shall provide a prep period for the same assignment at all sites.
- The stipends are standardized compensation rates regardless of the funding source.
- Starting in 2006-07, the schedule B stipends shall increase at the same rate as the negotiated percentage increase for certificated, non-administrative salary schedules with the exception of state and federal categorically-funded positions. These programs shall increase at the same rate as the program’s cost of living adjustment.

Schedule B Expectations

Base Stipend for Music (choral and instrumental)

- For all Music activities outside of regular school hours—at a minimum, this will include two evening concerts per year and may include the following: concerts, festivals, events, fundraisers, field trips, etc.
- Programs and/or rehearsal schedules spent outside of regular school hours should be submitted to the principal as proof that work is being done.
- Stipend will be paid in eleven monthly payments.

Extra Optional Stipend for Musicals

- For each director of the musical: choral director, instrumental director, and drama director. The musical should involve sets, costumes, lights, multiple performances, and significant time outside the classroom for each director. This is not an additional music concert.
- Program and/or rehearsal calendar should be submitted with Principal’s signature for payment of the stipend.
- Stipend will be paid in one payment after performances are completed.

Base Stipend for Drama

- For one full-length play with most or all of rehearsal/production time outside of regular school hours involving set, costumes, and multiple nights of performance.
- For any hours spent outside of school time for Drama Nights, class trips, competitions, and/or other class events and performances.
- Program(s) and/or rehearsal schedules for time spent outside of school hours should be submitted to the principal as proof that work is being done.
- Stipend will be paid in eleven monthly payments.

Extra Optional Stipend for Drama

- For each additional full-length play with most or all of rehearsal/production time outside of regular school hours involving set, costumes, and multiple nights of performance.
- Program(s) and/or rehearsal calendar should be submitted with Principal's signature for payment of the stipend.
- Stipend will be paid in one lump sum after the performances are completed.

Base Stipend for Journalism and Yearbook

- For Journalism, publish a minimum of seven newspapers per year. For Yearbook, publish one yearbook per year.
- Production responsibilities should involve original articles, original photocopy and graphics, and desktop publication. It should involve significant time outside of the classroom for the instructor and students.
- Production schedule should be submitted with Principal's signature for payment of the stipend. This may be a monthly stipend.
- Principals must have proof that teachers are performing significant work outside of regular school hours with their students.
- Stipend will be paid in eleven monthly payments.

Base Stipend for Athletic Director

- See district job description
- Stipend will be paid in eleven monthly payments.

Base Stipend for Leadership

- See district job description
- Stipend will be paid in eleven monthly payments.

Base Stipend for Site Instructional Technology Coordinator

- See district job description
- Stipend will be paid in eleven monthly payments.

Base Stipend for Webmaster

- For daily upkeep of school web site (during school year) so it is a viable communication and information vehicle for students, staff and the community. This includes uploading school bulletins, checking links, supervising the upload of student work, uploading required state information such as the School Report Card and linking to state testing results and other information as deemed necessary by the principal. The web master will also respond to, or route, inquiries sent to the site and adjust the art and design of the site as needed.
- The web site pages and the current status of information on the site will be reviewed by the principal for payment of the stipend.
- Stipend will be paid in eleven monthly payments.

Extra Optional Stipend for Webmaster

- For major design, change and/or major revisions such as the creation of the school year calendar, handbook, and staff lists, etc. that are deemed necessary for the beginning of the school year.
- Revision will be reviewed by the principal for payment of the stipend.

- Stipend will be paid in one lump sum after the revisions are completed.

Base Stipend for Noon Supervisor (Lunch)

- Supervise students on campus or assigned area
- Direct visitors to the office
- Direct non-students to leave campus
- Maintain visible adult presence
- Stipend will be paid in eleven monthly payments.

Base Stipend for Stage Crew

- Serve as liaison between the staff and student-run Sound/Stage crew
- Work directly with staff for regular sound/technical needs
- Schedule students to work; verify timesheets
- Report equipment problems for repair
- Stipend will be paid in eleven monthly payments.

Base Stipend for Cheerleader Advisor

- Provide appropriate supervision for practices, games, camps, and competitions in coordination with school site administration
- Coordinate the selection of student tryouts with the support of school site administration
- Oversee financial records in accordance with district policies and guidelines in coordination with school and district fiscal staff
- Communicate the expectations and schedules of the activities to parents and school staff
- Stipend will be paid in eleven monthly payments.

Base Stipend for PAR Joint Panel

- See description of PAR Joint Panel responsibilities in Article 14
- Payment issued per Schedule B

Extra Optional Stipend for PAR Joint Panel

- See description of PAR Joint Panel responsibilities in Article 14
- Payment issued per Schedule B

Base Stipend for PAR Consulting Teachers – RPT

- See description of PAR Consulting Teacher responsibilities in Article 14
- Payment issued per Schedule B

Base Stipend for PAR Consulting Teachers – New Teachers

- See description of PAR Consulting Teacher responsibilities in Article 14
- Payment issued per Schedule B

Base Stipend for BTSA Mentor Teachers

- See CCCOE/SMC BTSA job description
- Stipend will be paid in two payments – one in January and one in June.

Base Stipend for Department Chairperson

- See district job description
- Stipend will be paid in eleven monthly payments.

Base Stipend for ELL Department Chair

- See district job description
- Stipend will be paid in eleven monthly payments.

Base Stipend for Special Education Department Chair

- See district job description
- Stipend will be paid in eleven monthly payments.

Base Stipend for Lead Counselor

- See district job description
- Stipend will be paid in eleven monthly payments.

Base Stipend for AGATE (Coordinator)

- Plan and organize AGATE trips – one trip per semester
- Work with Educational Services as needed
- Recommend AGATE chaperones to Educational Services
- Facilitate and meet with parents and eligible students at sites
- Communicate with students, parents and site staff on trip logistics
- Supervise AGATE students on trips
- Issue grades for AGATE students completing the trip
- Stipend will be paid in one lump sum after the AGATE trip is over.

Extra Optional Stipend for AGATE (Chaperone)

- Attend AGATE planning meetings and parent meetings
- Work with site staff as needed
- Assist AGATE Coordinator with trip planning
- Supervise AGATE students on trips
- Stipend will be paid in one lump sum after the trip is over.

Base Stipend for Mock Trial, Model UN, and Academic Decathlon

- For significant time spent with students outside of regular school hours. This includes hour of practice for competition.
- Programs and/or rehearsal calendars, and/or log of hours must be submitted to the principal that this work is being done to earn the stipend.
- Stipend will be paid in eleven monthly payments.

Extra Optional Stipend for Mock Trial, Model UN, and Academic Decathlon

- For every additional level of competition reached such as state or national.
- Programs and/or rehearsal calendars, and/or log of hours must be submitted to the principal that his work is being done to earn the stipend.
- Stipend will be paid in one payment after each competition is completed.

Extra Optional Stipend for Speech

- For every two weekend competitions with speech students.
- Program and/or rehearsal calendar should be submitted with Principal's signature for payment of the stipend.
- Stipend will be paid in one payment after each two performances are completed.

Base Stipend for Workshop/Conference

- This rate shall be paid to unit members per hour of time spent in workshops or conferences provided they are not receiving a stipend and/or the district did not pay for their cost for attending.
- This will be paid to members as soon as possible but no later than two months after submitting their timesheet.

Base Stipend for Period Substitution

- This rate shall be paid to unit members per period substitution above and beyond the required two period substitutions per semester.
- This will be paid to members as soon as possible but no later than two months after submitting their timesheet.

ACALANES UNION HIGH SCHOOL DISTRICT

PAID ASSIGNMENTS

SPORTS	DUTY	PER GAME
*All SPORTS	TIMER	\$40.00
	TICKET SELLER	\$40.00
*BASKETBALL		<u>PER GAME</u>
	**TIMER	\$40.00
	**30 SECOND SHOT TIMER	\$40.00
	**SCOREKEEPER	\$40.00
	TICKET SELLER/TAKER	\$40.00

**\$40 for first assignment. \$20 for each concurrent assignment

DANCES

With the exception of the Welcome Dance, there will be a limit of 4 dances for which 2 teachers at each school site will be assigned and paid as chaperones the rate of \$50 each per dance.

Adopted: 11/17/1993
Revised: 8/21/2013

FAMILY CARE AND MEDICAL LEAVE PROCEDURE

The following conditions, requirements and procedures shall apply when requests for family care or medical leave are made:

A. Work Week

The workweek is any week in which the employee is in paid status for all or part of the week. Weeks in which the only pay to the employee is for a paid holiday shall be excluded.

B. Employee Eligibility

To be eligible for benefits under the Acts, an employee must have worked for the District:

1. For at least 12 months; and
2. At least 1,250 hours over the previous 12 months.

C. Reasons For Taking Leave

A leave request from an eligible employee must be granted for any of the following reasons:

1. Birth of the employee's child;
2. Placement of a child with the employee for adoption or foster care;
3. Care for the employee's child, spouse, or parent with a serious health condition;
4. The employee's own serious health condition that keeps the employee from performing his/her job function.

D. Advance Notice of Leave And Medical Certification

Employees will provide (1) advance written notice of the leave request and (2) medical certification whenever a serious health condition is involved.

1. If the need for the leave is foreseeable, employees will provide thirty-day (30) advance written notice. If the need for the leave is unforeseen (i.e., an emergency), notice is required to be given as soon as practicable.
2. If the leave is to care for a child, spouse or parent with a serious health condition, or because of the employee's own serious health condition, the employee will provide medical certification from a health care provider or physician. The medical certification must include:
 - a. Date of commencement of the serious health condition;
 - b. Probable duration of the condition;
 - c. Estimated amount of time the health care provider will provide care;
 - d. Confirmation that the serious condition of the child, spouse or parent warrants the participation of the employee; or, in the case of the employee's own serious health condition, certification that the employee is unable to perform his/her job functions.
3. The District may require a second and third medical opinion regarding an employee's serious health condition, at the District's expense. If the original leave granted is less than twelve (12) weeks, leave may be extended up to the twelve (12) week maximum, only with additional medical certification.

4. If the leave is needed for planned medical treatment or supervision, the employee must make a reasonable effort to schedule the treatment or supervision to minimize disruptions to the District, outside of working hours whenever possible.
5. An employee's advance notice and medical certification may be required to be given to the Personnel Office which will then determine the adequacy of the notice and medical certification and whether or not the leave will be approved/recommended for approval.

E. Continuation of Health Coverage and Other Job Benefit Plans

1. An employee taking leave will continue to participate in any group health care benefits plan under the same terms and conditions, including any necessary co-payments, in which the employee was enrolled prior to the first day of the leave. Co-payments are due monthly. Failure to pay the premium within thirty (30) days of the due date may result in termination of benefits coverage.
2. If the employee fails to return from the leave for any reason other than the recurrence, continuance, or onset of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage.
3. An employee may, at his/her expense, continue to participate in all other employee benefit plans offered by the employer during the leave period.

F. Intermittent or Reduced Schedule Leave.

An employee may take leave intermittently (e.g., in blocks of time), or by reducing a normal work schedule, in the following circumstances:

1. Where the leave is for the birth or placement of a child, leave may be taken on an intermittent or reduced schedule basis if the District approves.
2. Leave may be taken intermittently or on a reduced work schedule whenever it is medically necessary to care for a family member with a serious health condition, or because the employee is seriously ill and unable to work the employee's regular work schedule.
3. For purposes of scheduling intermittent leave when approved, full-time employees shall have entitlement to sixty (60) working days of leave. Part-time employees' leave entitlement shall be prorated based on the employee's FTE.

G. Substitution of Paid Leave and Other Leave Requests

1. Employees must use paid leave and family care leave concurrently if the reason for the paid leave meets the requirements of the Family Care Leave Section C.
2. Any paid or unpaid leave taken which meets the requirements of Section C of this memorandum will be counted as part of the employee's family care leave entitlement, if the employee is so notified at the time the leave begins.

H. Maternity

Women on maternity leave will not start using family care leave until their disability period is over (i.e., when their physician takes them off disability after the birth of their child). Thus, although family leave due to an employee's serious health condition would normally run concurrently with sick leave where the employee is out for three (3) days or more, this will not apply in the case of disability due to maternity.

I. Spouses Who Work For The District

Spouses employed by the District are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child with them. There is no limitation of entitlement for leaves taken for the serious health condition of their child.

J. Period of Eligibility

The 12 month period for determining entitlement commences on the first day of the leave.

K. Seniority, Employee Benefits and Break in Service

An employee on leave will not lose any seniority or employment benefit that accrued prior to the start of the leave. An employee on unpaid Family Care Leave (not paid leave such as vacation or sick leave) will not accrue additional benefits, such as vacation, sick leave or similar benefits, during the leave. The leave will not constitute a break in service for purposes of longevity and seniority.

L. Restoration of Employment and Fitness for Duty Report

Employees returning from an approved leave will be reinstated to the same or equivalent position. Employees returning from an approved medical leave for their own serious health condition may be required to provide a fitness for duty report to return to work.

FORM A

Standard 1

Engaging and Supporting All Students in Learning

Teachers know and care about their students in order to engage them in learning. They connect learning to students' prior knowledge, backgrounds, life experiences, and interests. They connect subject matter to meaningful, real-life contexts. Teachers use a variety of instructional strategies, resources, and technologies to meet the diverse learning needs of students. They promote critical thinking through inquiry, problem solving, and reflection. They monitor student learning and adjust instruction while teaching.

1.1 Using knowledge of students to engage them in learning

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

- know my students as people and as learners?
- understand reasons for behavior?
- recognize atypical behavior in students?
- build trust with students and foster relationships so that students can thrive academically?
- adapt my teaching to reflect knowledge of my students?
- differentiate instruction based on what I know about my students' strengths, interests, and needs?
- get to know parents and connect with the community where I teach?

1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests

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

- help students see the connections between what they already know and the new material?
- connect classroom learning to students' life experiences and cultural backgrounds?
- support all students to use first and second language skills to achieve learning goals?
- open a lesson or unit to capture student attention and interest?
- build on students' comments and questions during a lesson to extend their understanding?

1.3 Connecting subject matter to meaningful, real-life contexts

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

- establish a connection between subject matter and purpose for learning?
- make connections between the subject matter and real-life contexts?
- seek feedback from students regarding relevance of subject matter to their lives?
- engage all students in a variety of learning experiences that accommodate the different ways they learn?
- provide opportunities for all students to acquire and practice skills in meaningful contexts?

1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs

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

- select and utilize a range of instructional approaches to engage students in learning?
- use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so all students understand?
- help all students learn, practice, internalize, and apply subject-specific learning strategies and procedures?
- use differentiated instruction to meet the assessed learning needs of students and increase active participation in learning?
- adapt materials and resources, make accommodations, and use appropriate assistive equipment and other technologies to support students' diverse learning needs?
- utilize multiple types of technology to facilitate learning?
- examine and use resources that minimize bias?

1.5 Promoting critical thinking through inquiry, problem solving, and reflection
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As teachers develop, they may ask “How do I...? or “Why do I...?”

- encourage students to use multiple approaches and solutions to solve problems?
- encourage students to ask critical questions and consider diverse perspectives about subject matter?
- provide opportunities for students to think about, discuss, and evaluate content?
- ask questions to facilitate discussion, clarify, and extend students' thinking?
- support students to think and communicate with clarity and precision?
- help students apply previous learning to new situations?
- encourage students to create, imagine, and innovate?
- help students to develop and use strategies and technologies for accessing knowledge and information?

1.6 Monitoring student learning and adjusting instruction while teaching
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As teachers develop, they may ask “How do I...? or “Why do I...?”

- systematically check for student understanding and revise plans accordingly?
- incorporate a variety of strategies in a lesson to check for student understanding?
- monitor the learning of students with limited English proficiency or of students with special needs?
- adjust the lesson plan to accelerate instruction when I determine that the pace of the lesson is too slow?
- make “on the spot” changes in my lesson based on students' interests and questions?
- provide additional support and opportunities for students to learn when some students have mastered the lesson objective(s) and others have not?
- adjust my lesson when I don't have enough time to complete everything I planned to do?

Standard 2

Creating and Maintaining Effective Environments for Student Learning

Teachers promote social development and responsibility within a caring community where each student is treated fairly and respectfully. They create physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students. They establish and maintain learning environments that are physically, intellectually, and emotionally safe. Teachers create a rigorous learning environment with high expectations and appropriate support for all students. Teachers develop, communicate, and maintain high standards for individual and group behavior. They employ classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn. They use instructional time to optimize learning.

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully

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

- model and promote fairness, equity, and respect in a classroom atmosphere that values all individuals and cultures?
- help all students accept and respect diversity in terms of cultural, religious, linguistic, and economic backgrounds; learning differences and ability; gender and gender identity; family structure and sexual orientation; and other aspects of humankind?
- engage students in shared problem-solving and conflict resolution?
- provide learning opportunities that encourage student-to-student communication with empathy and understanding?
- develop students’ leadership skills and provide opportunities to apply them?
- create a classroom culture where students feel a sense of responsibility to and for one another?
- help students to appreciate their own identities and to view themselves as valued contributors to society?
- develop activities that support positive interactions among students that help students get to know each other?

2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.

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

- arrange and adapt classroom seating to accommodate individual and group learning needs?
- establish a stimulating, curriculum-rich learning environment that supports content learning and academic vocabulary development?
- ensure that students develop an appreciation of diversity?
- provide students access to resources, technologies, and comfortable workspaces?
- create an environment that promotes optimal learning for each student?
- construct an equitable learning environment for all students?

2.3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
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As teachers develop, they may ask “How do I...? or “Why do I...?

- arrange the learning environment to facilitate positive and productive classroom interactions?
- encourage, support, and recognize the achievements and contributions of all students/
- encourage students to take risks and to express thoughtful and respectful opinions related to the topic or subject of discussion?
- foster the development of each student’s self-esteem?
- Create a safe, accessible learning environment for all students?

2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students
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As teachers develop, they may ask “How do I...? or “Why do I...?

- establish a productive, achievement-oriented climate in my classroom?
- set high expectations for all of my students?
- motivate all students to initiate their own learning and strive for challenging learning goals?
- provide all students opportunities to examine and evaluate their own work and to learn from the work of their peers?
- ensure access to challenging and diverse academic content for all students?

2.5	Developing, communicating, and maintaining high standards for individual and group behavior
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As teachers develop, they may ask “How do I...? or “Why do I...?

- facilitate student participation in classroom decision-making?
- foster and support appropriate student behavior?
- collaborate with students, families, and communities to establish, maintain, and communicate standards for student behavior?
- understand the underlying causes of student behavior, including developmental and individual needs, and utilize that knowledge in support of positive classroom conduct?
- work proactively to prevent and respond quickly to minimize behavior issues?
- understand and respond to inappropriate behaviors in an efficient, fair, and equitable way?
- help all students learn to take responsibility for their own behavior and actions?

2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
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As teachers develop, they may ask “How do I...? or “Why do I...?

- involve all students in the development of classroom procedures and routines?
- help students transition smoothly and efficiently from one instructional activity to the next?
- apply knowledge of students’ physical, social, cognitive, and emotional development to ensure that adequate time and support are provided for students to complete learning activities?
- develop daily schedules, timelines, classroom routines, and norms that maximize learning?

- connect district, site, and classroom procedures to promote a climate of fairness and respect for all students?
- adapt routines, procedures, and norms to ensure the success of students with special needs?

2.7 Using instructional time to optimize learning

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

- organize instruction to optimize learning time?
- pace instruction to accomplish learning goals?
- re-direct students’ off-task behavior to make the most of instructional time?
- adjust instructional time so that all students remain engaged and challenged?
- structure time for both independent and collaborative learning opportunities?
- balance instructional, preparation, administrative, and managerial time?

Standard 3

Understanding and Organizing Subject Matter for Student Learning

Teachers exhibit in-depth working knowledge of subject matter, academic content standards, and curriculum frameworks. They apply knowledge of student development and proficiencies to ensure student understanding of content. They organize curriculum to facilitate students' understanding of the subject matter. Teachers utilize instructional strategies that are appropriate to the subject matter. They use and adapt resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students. They address the needs of English learners and students with special needs to provide equitable access to the content.

3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
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As teachers develop, they may ask “How do I...? or “Why do I...?

- ensure that my subject matter knowledge is sufficient to support student learning?
- continue to keep my subject matter knowledge current?
- identify, understand, and teach the key concepts and underlying themes and relationships in the academic content standards and state curriculum frameworks?
- integrate key concepts, themes, relationships, and connections across subject matter areas?
- ensure that my knowledge of the subject matter incorporates different perspectives, appropriate to the discipline?
- maintain and utilize current understanding of relevant content standards and frameworks?

3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter

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

- apply my knowledge of human development and learning theory to the unique students that I teach?
- acquire understanding of my students' individual cognitive, social, emotional and physical development?
- connect content being taught to students' prior knowledge and experiences?
- build understanding of my English learners' levels of language acquisition in order to know how to best support their learning?
- build understanding of my students with special needs in order to know how and when to differentiate instruction?

3.3 Organizing curriculum to facilitate student understanding of the subject matter

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

- use my knowledge of student readiness to learn to organize, sequence, and enhance the curriculum?
- apply my knowledge of the subject matter to organize curriculum, plan lessons and units, and select instructional strategies that demonstrate key concepts and their interrelationships?
- organize subject matter to reveal and value different cultural perspectives?
- incorporate subject or grade level expectations and curriculum frameworks in organizing subject matter?

- utilize standards-aligned and/or adopted curriculum in ways that support student learning?

3.4 Utilizing instructional strategies that are appropriate to the subject matter

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

- develop and use a repertoire of instructional strategies appropriate to the subject matter?
- build on students’ life experiences, prior knowledge, and interests to make subject matter relevant and meaningful to students?
- use effective instructional strategies and approaches to illustrate a concept and its connections within and across subject areas?
- challenge all students to think critically in the subject area?
- help all students develop enthusiasm for and a deep knowledge of the subject matter?
- use strategies that make the depth and complexity of subject matter understandable to all students?

3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students

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

- know the full range of materials, resources, and technologies provided by the school or district?
- select materials, resources, and technologies to support differentiated student learning of the subject matter?
- select and use learning materials and resources that reflect the diversity in my classroom?
- use technologies to convey key concepts in the subject matter?
- learn about and access new instructional resources to support student learning?

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

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

- address the English Language Development (ELD) standards as they relate to my English learners’ levels of language acquisition?
- address the Individual Education Plan (IEP) goals and objectives of my students with special needs?
- select materials, resources, and technologies to support subject matter instruction of my English learners and students with special needs?
- ensure access to the critical concepts and themes in the academic content standards and state curriculum frameworks for students at various levels of English proficiency and for students with special needs?

Standard 4

Planning Instruction and Designing Learning Experiences for All Students

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

4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction

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

- incorporate students' prior knowledge and experience in my curriculum and instructional planning?
- use knowledge of my students' lives, their families, and their communities to inform my planning of curriculum and instruction?
- use knowledge of my students' individual cognitive, social, emotional, and physical development to plan instruction and make appropriate adaptations to meet students' unique needs?
- plan lessons and units that promote access to academic content standards for all students?
- use knowledge of my English learners' levels of language proficiency to plan instruction that supports their subject matter learning and academic language development?
- use knowledge of my students' diverse learning needs to plan instruction that supports their learning?

4.2 Establishing and articulating goals for student learning

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

- build on strengths, interests, and needs of all students to establish high expectations for learning?
- establish long-term and short-term goals that are based on academic content standards and reflect students' strengths, interests, and needs?
- determine learning goals that address all students' language abilities and diverse learning needs?
- establish learning goals that address school, district, and community expectations?
- work with students and families to establish learning goals?
- develop goals that prepare students for successful transition to their next learning environment?
- communicate clear, challenging, and achievable expectations for students?

4.3 Developing and sequencing long-term and short-term instructional plans to support student learning

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

- design an instructional program that considers the long-term and the short-term?
- use assessment results for long-term and short-term planning?
- incorporate diverse subject matter perspectives in my planning?
- select and sequence instructional strategies appropriate to the complexity of the lesson content and to student learning needs?

- plan an instructional program that supports students' second language learning and diverse learning needs?
- incorporate my professional expertise and knowledge of my students into a prescribed curriculum, pace, and district assessment calendar?
- collaborate with colleagues to make instructional decisions?
- design instruction so that students participate in setting and achieving their individual learning goals?

4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students

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

- develop unit and lesson plans that build on and extend students' understanding of subject matter?
- ensure that each instructional strategy is related to learning goals?
- plan instruction to allow enough time for student learning, review, and assessment?
- use my knowledge of subject matter and my students to plan and appropriately pace instructional activities within a lesson and over time?
- check for understanding, prepare for adjustments, remediate or accelerate instruction, and individualize when appropriate?
- address the ELD standards appropriately, based on my English learners' levels of language acquisition?
- address the IEP goals and objectives of my students with special needs?
- select materials, resources, and technologies to support the learning needs of English learners and students with special needs?

4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

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

- interact with my colleagues to identify typically difficult concepts or skills for students in order to re-examine and strengthen plans for future lessons?
- proactively prepare for appropriate adjustments based on my assessment of student learning while teaching?
- strengthen existing plans for students at identified levels of English proficiency?
- strengthen existing plans for students with special needs?
- reflect on my successes and struggles and apply what I have learned about effective and ineffective strategies to existing plans for future lessons?
- reflect on my successes and struggles with the use of curriculum and apply what I have learned to existing plans for future lessons?
- capture what I have learned during a particular lesson so that I can revisit my plans in advance of teaching the lesson again?

Standard 5

Assessing Students for Learning

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

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
--

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

- become knowledgeable of the different types of assessments—and their uses, benefits, and limitations—that I draw on to inform my instruction?
- select assessment strategies and instruments appropriate to the learning outcomes being evaluated?
- use my knowledge of assessment concepts such as validity, reliability, and bias to choose assessments appropriate to my students?
- design grading practices that draw on multiple sources of information and reflect student learning?

5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction

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

- keep a continuous and comprehensive record of group and individual achievement?
- select, design, and use assessment tools appropriate to what is being assessed?
- collect, select, and reflect upon evidence of student learning?
- work with families to gather information about all students and their learning?
- use standardized tests, diagnostics tools, and development assessments to understand student progress?
- use a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals)?
- assess student behavior to support learning?
- interpret data based on how an assessment is scored and what results it reports?

5.3 Reviewing data, both individually and with colleagues, to monitor student learning

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

- review student assessment data with colleagues?
- use assessment results to monitor my teaching and guide planning and instruction?
- use assessment information to determine when and how to revisit content that has been taught?
- use assessment data to eliminate gaps between students’ potential and their performance?
- use assessment results to plan instruction to support English learners?
- use assessment results to plan instruction to support students’ IEP?

5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction

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

- draw upon assessment data to support development of learning goals?
- review and revise learning goals with students over time?
- ensure that student learning goals reflect key subject matter concepts, skills, and applications?
- use informal assessments to adjust instruction while teaching?
- use multiple sources of assessment to measure student progress and revise instructional plans?
- work to differentiate goals and plans based on assessed needs of my diverse learners?
- address the specific needs of English learners and students with special needs as I use assessments to inform my instruction?

5.5 Involving all students in self-assessment, goal setting, and monitoring progress.

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

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

5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.

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

- become familiar with and select technology resources that support assessment practices?
- use technology to analyze student learning and inform instruction?
- use appropriate technology resources to communicate students’ learning to students and their families?

5.7 Using assessment information to share timely and comprehensible feedback with students and their families.

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

- provide all students with information about their progress as they engage in learning activities?
- initiate regular and timely contact with families and resource providers about student progress?
- communicate assessment results to families in ways that are respectful and understandable?
- provide families with ways to use assessment information at home to improve student learning?

Standard 6

Developing as a Professional Educator

Teachers reflect on their teaching practice to support student learning. They establish professional goals and engage in continuous and purposeful professional growth and development. They collaborate with colleagues and engage in the broader professional community to support teacher and student learning. Teachers learn about and work with families to support student learning. They engage local communities in support of the instructional program. They manage professional responsibilities to maintain motivation and commitment to all students. Teachers demonstrate professional responsibility, integrity, and ethical conduct.

6.1 Reflecting on teaching practice to support of student learning

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

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

6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development

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

- maintain an attitude of lifelong learning?
- establish goals and seek out opportunities for professional growth and development?
- ensure that professional goals are informed by appropriate resources such as the knowledge base for teaching, school and district priorities, colleagues, supervisors, mentors, and my personal reflections?
- use professional literature, district professional development, and other professional opportunities to increase my understanding of teaching and learning?
- learn more about my own professional roles and responsibilities?
- continue to seek out and refine approaches that make the curriculum accessible to all students?
- expand my knowledge and effective application of new instructional methods and technologies?

6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning

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

- collaborate with teachers, administrators, education specialist, paraeducators, and staff to ensure that all students’ diverse learning needs, interests, and strengths are met?
- remain receptive to the feedback of colleagues, mentors, and supervisors in support of my teaching practice and student learning?
- support school and district goals and priorities?
- contribute to school-wide events, activities, and decision-making?
- establish and maintain productive relationships with other school staff to become a visible and valued member of the school and district communities?

- contribute to the learning of other educators?
- benefit from and contribute to professional organizations to improve my teaching?
- benefit from and add to the knowledge base of the profession?

6.4 Working with families to support student learning

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

- value and respect students’ families and appreciate their role in student learning?
- develop an understanding of families’ racial, cultural, linguistic, and socioeconomic backgrounds?
- engage families as sources of knowledge about students’ strengths, interests, and needs in support of their learning and personal growth and development?
- present the educational program to all families in a thorough and comprehensible fashion?
- provide opportunities for all families to participate in the classroom and school community?

6.5 Engaging local communities in support of the instructional program

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

- increase my understanding of the cultures and dynamics of my students’ communities?
- value and respect the students’ communities and appreciate the role of community in student learning?
- promote collaboration between school and community?
- identify and draw upon school, district, and local community social service resources to benefit students and their families?
- seek out and use additional resources from the local community and businesses to support student learning?
- provide my students with community-based experiences that support their learning?

6.6 Managing professional responsibilities to maintain motivation and commitment to all students

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

- challenge myself intellectually and creatively throughout my career?
- find support and develop strategies to balance professional responsibilities with my personal needs?
- manage stress and maintain a positive attitude with students and colleagues?
- address the complications and challenges of teaching?
- identify sources of engagement and renewal in my professional work?

6.7 Demonstrating professional responsibility, integrity, and ethical conduct

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

- remain informed of, understand, and uphold the professional codes, ethical responsibilities, and legal requirements applicable to the profession?
- contribute to school and student success by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders?

- meet my professional obligations to implement school, district, state, and federal policies and guidelines?
- extend my knowledge about my professional and legal responsibilities for students' learning, behavior, and safety?
- Maintain professional conduct and integrity in the classroom and school community?
- Interact appropriately with students and families outside the classroom?
- Demonstrate my professional obligations to students, colleagues, school, and the profession?

ACALANES UNION HIGH SCHOOL DISTRICT

FORM B

PRE-OBSERVATION REPORT FOR FORMAL OBSERVATION

Instructions: The unit member shall complete this form and submit to his/her evaluator one day prior to the formal evaluation observation, which shall be a scheduled prior to the end of the first semester. The observation will be based on the California Standards for the Teaching Profession (CSTP) I-V (Form A).

Teacher

Evaluator

Lesson Topic

Date

Period	Course Title	Room No.	Period	Course Title	Room No.
1			5		
2			6		
3			7		
4					

Based on the Content Standards & Benchmarks in the Course of Study for the class being observed. Print out the Standards and highlight the ones that apply to the lesson.

Highlight the student outcomes for this day's lesson. (CSTP I-V). Add any additional information that will assist the evaluator in observing and understanding the lesson. *(This box expands to accommodate as much space as needed.)*

What related instruction has been provided prior and will be provided following this lesson *(This box expands to accommodate as much space as needed)*

How will you use the monitoring and feedback strategies in CSTP V to assess student learning of the lesson/unit? *(This box expands to accommodate as much space as needed)*

Describe any particular characteristics of the class or lesson that would be useful for the evaluator to know. *(This box expands to accommodate as much as needed)*

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD I Engaging and supporting all students in learning 1.1. Using knowledge of students to engage them in learning 1.2. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3. Connecting subject matter to meaningful, real-life contexts 1.4. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5. Promoting critical thinking through inquiry, problem solving, and reflection 1.6. Monitoring student learning and adjusting instruction while teaching	STANDARD II Creating and maintaining effective environments for student learning 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning
STANDARD III Understanding and organizing subject for student learning 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	STANDARD IV Planning instruction and designing learning experiences for all students 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

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

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

ACALANES UNION HIGH SCHOOL DISTRICT

**FORM C
POST-OBSERVATION REPORT**

The evaluator will complete the “Post-Observation Report” for both formal and informal observations, and review the report with the unit for a formal observation. The report may not include evidence on every Element in a Standard. Post-conferences are not required, but may be held, for informal observations.

Teacher	Evaluator
Lesson Topic	Date

Period	Course Title	Room No.	Period	Course Title	Room No.
1			5		
2			6		
3			7		
4					
California Standards for the Teaching Profession			Commendations & Recommendations Supporting Evidence <i>(This box expands to accommodate as much space as needed.)</i>		
Standard I: Engaging and supporting all students in learning Elements: ☐ 1.1 Using knowledge of students to engage them in learning ☐ 1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests ☐ 1.3 Connecting subject matter to meaningful, real-life contexts ☐ 1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs ☐ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection ☐ 1.6 Monitoring student learning and adjusting instruction while teaching					

California Standards for the Teaching Profession	Commendations & Recommendations Supporting Evidence <i>(This box expands to accommodate as much space as needed.)</i>
Standard II: Creating and maintaining effective environments for student learning Elements: ☐ 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully ☐ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students ☐ 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe ☐ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students ☐ 2.5 Developing, communicating, and maintaining high standards for individual and group behavior ☐ 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn ☐ 2.7 Using instructional time to optimize learning	

California Standards for the Teaching Profession	Commendations & Recommendations Supporting Evidence <i>(This box expands to accommodate as much space as needed.)</i>
Standard III: Understanding and organizing subject for student learning Elements: ☐ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ☐ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ☐ 3.3 Organizing curriculum to facilitate student understanding of the subject matter ☐ 3.4 Utilizing instructional strategies that are appropriate to the subject matter ☐ 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students ☐ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	

California Standards for the Teaching Profession	Commendations & Recommendations Supporting Evidence <i>(This box expands to space as needed.)</i>
Standard IV: Planning instruction and designing learning experiences for all students Elements: ☐ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ☐ 4.2 Establishing and articulating goals for student learning ☐ 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning ☐ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students ☐ 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	

California Standards for the Teaching Profession	Commendations & Recommendations Supporting Evidence <i>(This box expands space as needed.)</i>
Standard V: Assessing students for learning Elements: ☐ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments ☐ 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction ☐ 5.3 Reviewing data, both individually and with colleagues, to monitor student learning ☐ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ☐ 5.5 Involving all students in self-assessment, goal setting, and monitoring progress ☐ 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning ☐ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	

It is understood that in signing the Observation Report, the unit member acknowledges having seen and/or discussed the report. The unit member's signature does not necessarily imply agreement with the conclusions of the evaluator. The unit member has ten (10) work days from receipt of this document to attach any signed, written comments. This document with any attachments will be placed in the unit member's personnel file.

Date of Post-Conference: _____

Unit Member's Signature: _____

Evaluator's Signature: _____

ACALANES UNION HIGH SCHOOL DISTRICT

FORM D REFLECTION ON AN INSTRUCTIONAL UNIT

INSTRUCTIONS: This form with the supporting documents is to be completed for at least one class for one unit of study by the unit member and submitted to his/her evaluator by the last day work day in February.

Unit Member		Evaluator	
School Year	Course	Unit Title/Topic	Dates Taught

- Attach the following supporting documents:
 - the “Content Standards and Benchmarks” page highlighting the standard(s) and benchmark(s) taught and assessed in the unit;
 - an assessment instrument (e.g., essay, test, project, presentation, performance) used to assess student learning and achievement for the unit;
 - the performance criteria, rubric and/or grading scale for the assessment instrument; and
 - the “Student Self-Assessment of Learning” (If Form E is not used, attach a blank copy of the alternative form used).
- Complete an Analysis of Student Work below using #2A-2C
 - Describe why the students are in each category. *(The boxes expand to accommodate as much space as needed.)*

Below Standard	Approaching Standard	Meeting or Exceeding Standard

- Using the results from the unit of study assessment instrument, sort the students’ work into three (3) categories and indicate the percentage of the class in each category.

Below Standard	Approaching Standard	Meeting or Exceeding Standard
_____ % of the class	_____ % of the class	_____ % of the class

2C. Describe the learning needs of the students in each category. *(The boxes expand to accommodate as much space as needed.)*

Below Standard	Approaching Standard	Meeting or Exceeding Standard

3. Analyze the “Student Assessment of Learning” (Form E or alternative form) which was administered to at least one class of students. *(This box expands to accommodate as much space as needed.)*

4. How will you use the data from your “Analysis of Student Work” (#2A – 2C) and the analysis of “Student Assessment of Learning” (Form E or alternative form in Question #3) to differentiate instruction and support student learning in the future? *(This box expands to accommodate as much space as needed.)*

FORM E
STUDENT ASSESSMENT of LEARNING

Name _____ Period _____ Date _____

INSTRUCTIONS: Please respond to each of the following questions. Provide specific examples wherever possible.

What helped you understand and learn the content of this unit?

What would you change or add to help you better understand and learn the content of this unit?

Share anything else that affected your learning and understanding of the content of this unit.

ACALANES UNION HIGH SCHOOL DISTRICT

FORM F
FINAL EVALUATION REPORT

The evaluator will deliver draft of the “Final Evaluation Report” to the unit member by May 1 and hold the “Final Evaluation Report” conference with the unit member by May 15.

_____ Unit Member	_____ Evaluator
_____ Site	_____ School Year

Period	Course Title	Room No.	Period	Course Title	Room No.
1			5		
2			6		
3			7		
4					

Status: ☐ Temporary ☐ Probationary 0 ☐ Probationary I
 ☐ Probationary II ☐ Permanent

Currently in the Peer Assistance and Review (PAR) Program: ☐ Yes ☐ No

Formal Observation Date(s): _____
Informal Observation Dates: _____
Form D Date Received: _____

The “Final Evaluation Report” shall be based on evaluation criteria as defined in Article 11. The unit member will receive a rating for each of the six (6) California Standards for the Teaching Profession (CSTP) that may or may not include evidence for each of the elements. There will also be an “Overall Rating.” The following ratings shall be used:

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

California Standards for the Teaching Profession	Commendations and Recommendations Evidence / Rating <i>(This box expands to space as needed.)</i>		
Standard I: Engaging and supporting all students in learning Elements: 1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching	<table border="1"> <tr> <td>Rating</td> </tr> <tr> <td> </td> </tr> </table>	Rating	
Rating			
California Standards for the Teaching Profession	Commendations and Recommendations Evidence / Rating <i>(This box expands to space as needed.)</i>		
Standard II: Creating and maintaining effective environments for student learning Elements: 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning	<table border="1"> <tr> <td>Rating</td> </tr> <tr> <td> </td> </tr> </table>	Rating	
Rating			

California Standards for the Teaching Profession	Commendations and Recommendations Evidence / Rating <i>(This box expands to space as needed.)</i>		
Standard III: Understanding and organizing subject for student learning Elements: 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	<table border="1" data-bbox="1328 907 1498 1075"> <tr> <td>Rating</td> </tr> <tr> <td> </td> </tr> </table>	Rating	
Rating			
California Standards for the Teaching Profession	Commendations and Recommendations Evidence / Rating <i>(This box expands to space as needed.)</i>		
Standard IV: Planning instruction and designing learning experiences for all students Elements: 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	<table border="1" data-bbox="1328 1705 1498 1843"> <tr> <td>Rating</td> </tr> <tr> <td> </td> </tr> </table>	Rating	
Rating			

California Standards for the Teaching Profession	Commendations and Recommendations Evidence / Rating (Use as much space as necessary)
Standard V: Assessing students for learning Elements: 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3 Reviewing data, both individually and with colleagues, to monitor student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5 Involving all students in self-assessment, goal setting, and monitoring progress 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	Rating
California Standards for the Teaching Profession	Commendations and Recommendations Evidence / Rating (Use as much space as necessary)
Standard VI: Developing as a professional educator (May or may not be reflected in classroom observations.) Elements: 6.1 Reflecting on teaching practice in support of student learning 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning 6.4 Working with families to support student learning 6.5 Engaging local communities in support of the instructional program 6.6 Managing professional responsibilities to maintain motivation and commitment to all students 6.7 Demonstrating professional responsibility, integrity, and ethical conduct	Rating

Additional Comments *(This box expands to accommodate as much space as needed.)*

Overall Evaluation Rating

**Temporary, Probationary I,
Probationary II**

- ☐ **Satisfactory**
- ☐ **Needs Improvement**
- ☐ **Unsatisfactory**

Overall Evaluation Rating

Permanent

- ☐ **Satisfactory**
- ☐ **Needs Improvement**, with support/improvement plan (Form G)
- ☐ **Needs Improvement**, with support/improvement plan (Form G) and referral to the PAR program. Requires a "Needs Improvement" in a minimum of two (2) Standards or an "Unsatisfactory" in a minimum of one (1) Standard and a "Needs Improvement" in a minimum of one (1) Standard.
- ☐ **Unsatisfactory**, with support/improvement plan (Form C) and referral to the PAR program. Requires an "Unsatisfactory" in a minimum of two standards.

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member will have ten (10) working days to respond. The response will be attached to Form F and placed in the unit member's personnel file.

Form F

Page 5 of 5

ACALANES UNION HIGH SCHOOL DISTRICT

**FORM G
SUPPORT/IMPROVEMENT PLAN**

The evaluator will provide the unit member with a “Support/Improvement Plan” (Form G) by June 1.

Unit Member

Site

Evaluator

School Year

Form G Conference: Date: _____

Specific Areas for Improvement California Standards for the Teaching Profession	Suggestions for Improvement (This box expands to accommodate as much space as needed.)
Standard I: Engaging and supporting all students in learning Elements: ☐ 1.1 Using knowledge of students to engage them in learning ☐ 1.2 Connecting learning to students’ prior knowledge, backgrounds, life experiences, and interests ☐ 1.3 Connecting subject matter to meaningful, real-life contexts ☐ 1.4 Using a variety of instructional strategies, resources, and technologies to meet students’ diverse learning needs ☐ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection ☐ 1.6 Monitoring student learning and adjusting instruction while teaching	

Specific Areas for Improvement California Standards for the Teaching Profession	Suggestions for Improvement May include, but not limited to the following <i>(This box expands to accommodate as much space as needed.)</i>
Standard II: Creating and maintaining effective environments for student learning Elements: ☐ 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully ☐ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students ☐ 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe ☐ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students ☐ 2.5 Developing, communicating, and maintaining high standards for individual and group behavior ☐ 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn ☐ 2.7 Using instructional time to optimize learning	

Specific Areas for Improvement California Standards for the Teaching Profession	Suggestions for Improvement <i>(This box expands to accommodate as much space as needed.)</i>
Standard III: Understanding and organizing subject for student learning Elements: ☐ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ☐ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ☐ 3.3 Organizing curriculum to facilitate student understanding of the subject matter ☐ 3.4 Utilizing instructional strategies that are appropriate to the subject matter ☐ 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students ☐ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	

Specific Areas for Improvement California Standards for the Teaching Profession	Suggestions for Improvement <i>(This box expands to accommodate as much space as needed.)</i>
Standard IV: Planning instruction and designing learning experiences for all students Elements: ☐ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ☐ 4.2 Establishing and articulating goals for student learning ☐ 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning ☐ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students ☐ 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	

Specific Areas for Improvement California Standards for the Teaching Profession	Suggestions for Improvement <i>(This box expands to accommodate as much space as needed.)</i>
Standard V: Assessing students for learning Elements: ☐ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments ☐ 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction ☐ 5.3 Reviewing data, both individually and with colleagues, to monitor student learning ☐ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ☐ 5.5 Involving all students in self-assessment, goal setting, and monitoring progress ☐ 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning ☐ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	

Specific Areas for Improvement California Standards for the Teaching Profession	Suggestions for Improvement <i>(This box expands to accommodate as much space as needed.)</i>
Standard VI: Developing as a professional educator (May or may not be reflected in classroom observations.) Elements: ☐ 6.1 Reflecting on teaching practice in support of student learning ☐ 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development ☐ 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning ☐ 6.4 Working with families to support student learning ☐ 6.5 Engaging local communities in support of the instructional program ☐ 6.6 Managing professional responsibilities to maintain motivation and commitment to all students ☐ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct	

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member will have ten (10) working days to respond. The response will be attached to Form B and placed in the unit member's personnel file.

ACALANES UNION HIGH SCHOOL DISTRICT

FORM H
EVALUATION OPTION

INSTRUCTIONS: Article 11.3.3.1 and 11.8 of the AEA-AUHSD collective bargaining agreement allows a unit member in year 8 in the district or beyond and an “Overall Rating” of “Satisfactory” on his/her evaluation, with the approval of his/her administrator to select the “Evaluation Option” in lieu of the previous standard evaluation process (Article 11.6) in two out of three evaluation cycles. Projects will be presented at an appropriate staff meeting to complete the Evaluation Option.

Unit Member

Site

Evaluator

School Year

Evaluation Option: Project Proposal

Describe the project and its purpose. *(This box expands to accommodate as much space as needed.)*

List the California Standards for the Teaching Profession (CSTP) addressed in this project. *(This box expands to accommodate as much space as needed.)*

Describe the value of this project to the department, school, district and/or students. *(This box expands to accommodate as much space as needed.)*

Project Proposal Meeting Date: _____

Evaluator’s Approval: _____

Evaluation Option: Final Acceptance

How will you use what you learned from your project to support student learning in the future? *(This box expands to accommodate as much space as needed.)*

Meeting Date to Review the Project:

Presentation of Project Date:

Evaluator's Acceptance:

Unit Member's Signature:

**Form H
Page 2 of 2**

FORM B-NC
PRE-OBSERVATION REPORT FOR FORMAL OBSERVATION

Instructions: The non-classroom unit member shall complete this form and submit to his/her evaluator one day prior to the formal evaluation observation, which shall be scheduled prior to the end of the first semester. The observation will be based on the job description, job responsibilities, professional standards for the position, and California Standards for the Teaching Profession (CSTP I-V) (Form A) where appropriate.

Unit Member	Evaluator	
Site/Position	Date	Time
Activity		
Description of Participants (not specific names)		

What are the outcomes for this activity? *(This box expands to accommodate as much space as needed.)*

What related activities have been provided prior and will be provided following this activity? *(This box expands to accommodate as much space as needed.)*

What monitoring and feedback strategies will be used to assess the activity? How can we use the feedback that you receive? *(This box expands to accommodate as much space as needed.)*

Describe any additional information related to the activity that would be useful for the evaluator to know? *(This box expands to accommodate as much space as needed.)*

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD I Engaging and supporting all students in learning 1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting Instruction while teaching	STANDARD II Creating and maintaining effective environments for student learning 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.5 Developing, communicating, and maintaining high standards for individual and group behavior 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning
STANDARD III Understanding and organizing subject for student learning 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	STANDARD IV Planning instruction and designing learning experiences for all students 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and Individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

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

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

ACALANES UNION HIGH SCHOOL DISTRICT

FORM C-NC
POST-OBSERVATION REPORT

The evaluator will complete the “Post-Observation Report” for both formal and informal observations, and review the report with the unit member for a formal observation. The report may not include evidence on every Standard or on every Element in a Standard. Post-conferences are not required, but may be held, for informal observations.

Unit Member

Evaluator

Site/Position

Time

Date

Activity/Presentation

Job Responsibility/Professional Standards	Commendations & Recommendations Supporting Evidence <i>(This box expands to accommodate as much space as needed.)</i>

California Standards for the Teaching Profession (as appropriate to the position)	Commendations & Recommendations Supporting Evidence
Standard I: Engaging and supporting all students in learning Elements: ☐ 1.1 Using knowledge of students to engage them in learning ☐ 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests ☐ 1.3 Connecting subject matter to meaningful, real-life contexts ☐ 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs ☐ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection ☐ 1.6 Monitoring student learning and adjusting instruction while teaching	
California Standards for the Teaching Profession (as appropriate to the position)	Commendations & Recommendations Supporting Evidence
Standard II: Creating and maintaining effective environments for student learning Elements: ☐ 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully ☐ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students ☐ 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe ☐ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students ☐ 2.5 Developing, communicating, and maintaining high standards for individual and group behavior ☐ 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn ☐ 2.7 Using instructional time to optimize learning	

California Standards for the Teaching Profession (as appropriate to the position)	Commendations & Recommendations Supporting Evidence <i>(This box expands to space as needed.)</i>
Standard III: Understanding and organizing subject for student learning Elements: ☐ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ☐ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ☐ 3.2 Organizing curriculum to facilitate student understanding of the subject matter ☐ 3.3 Utilizing instructional strategies that are appropriate to the subject matter ☐ 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students ☐ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	
California Standards for the Teaching Profession (as appropriate to the position)	Commendations & Recommendations Supporting Evidence <i>(This box expands much space as needed.)</i>
Standard IV: Planning instruction and designing learning experiences for all students Elements: ☐ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ☐ 4.2 Establishing and articulating goals for student learning ☐ 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning ☐ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students ☐ 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	

California Standards for the Teaching Profession (as appropriate to the position)	Commendations & Recommendations Supporting Evidence (This box expands to much space as needed.)
Standard V: Assessing students for learning Elements: ☐ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments ☐ 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction ☐ 5.3 Reviewing data, both individually and with colleagues, to monitor student learning ☐ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ☐ 5.5 Involving all students in self-assessment, goal setting, and monitoring progress ☐ 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning ☐ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	

Additional Information / Comments. <i>(This box expands to accommodate as much space as needed.)</i>

It is understood that in signing the Observation Report, the unit member acknowledges having seen and/or discussed the report. The unit member's signature does not necessarily imply agreement with the conclusions of the evaluator. The unit member has ten (10) work days from receipt of this document to attach any signed, written comments. This document with any attachments will be placed in the unit member's personnel file.

Date of Post-Conference: _____

Unit Member's Signature: _____

Evaluator's Signature: _____

ACALANES UNION HIGH SCHOOL DISTRICT

FORM D-NC
ANNUAL PROFESSIONAL GROWTH GOAL

INSTRUCTIONS: This form is to be completed for at least one area of professional responsibility based on your job description or professional standards for your position. Unit members shall submit this form and meet his/her evaluator by October 15.

Unit Member	Evaluator
Site/Position	School Year

Annual Professional Growth Goal Proposal
Identify one goal related to your professional responsibilities or professional standards for your position on which you will focus this year. <i>(This box expands to accommodate as much space as needed.)</i>
Describe specific activities in which you will engage to accomplish this goal. <i>(This box expands to accommodate as much space as needed.)</i>
How will accomplishing your goal impact the students, school or district? <i>(This box expands to accommodate as much space as needed.)</i>
How will you evaluate your progress toward meeting this goal? Cite specific examples. Use as much space as necessary.
Proposal Meeting Date: _____
Evaluator's Approval: _____

ACALANES UNION HIGH SCHOOL DISTRICT

FORM D-NC
ANNUAL PROFESSIONAL GROWTH GOAL SELF-REFLECTION

Instructions: The non-classroom unit member shall complete this form and submit to his/her evaluator by the last day of February.

Unit Member	Evaluator
Site/Position	School Year

Describe the progress that you made on accomplishing your annual professional growth goal. Cite specific evidence. <i>(This box expands to accommodate as much space as needed.)</i>
Reflect on what you learned through working on your annual professional growth goal and describe how you will use what you learned in the future? <i>(This box expands to accommodate as much space as needed.)</i>

Meeting Date: _____

Unit Member: _____

Evaluator: _____

ACALANES UNION HIGH SCHOOL DISTRICT

FORM E – NC
REFLECTION ON AN INSTRUCTIONAL ACTIVITY

Instructions: Select one instructional activity related to a professional standard, a job responsibility or a California Standard for the Teaching Profession (CSTP I-V) for which you had major responsibility. Complete the self-reflection questions below. Submit the completed form to your evaluator by the last day of the third quarter.

Unit Member

Evaluator

Site/Position

School Year

Describe the instructional activity for which you had responsibility and the related professional standard, job responsibility or a California Standard for the Teaching Profession (CSTP I-V). *(This box expands to accommodate as much space as needed.)*

Describe what you learned from analyzing the instructional activity and how you will use what you learned in the future. Cite specific evidence. *(This box expands to accommodate as much space as needed.)*

Meeting Date: _____

Unit Member: _____

Evaluator: _____

ACALANES UNION HIGH SCHOOL DISTRICT

FORM F-NC
FINAL EVALUATION REPORT

The evaluator will deliver draft of the “Final Evaluation Report” to the unit member by May 1. The unit member and evaluator will hold the “Final Evaluation Report” conference prior to May 15.

Unit Member _____ Evaluator _____

Site/Position _____ School Year _____

Status: ☐ Temporary ☐ Probationary 0 ☐ Probationary I
 ☐ Probationary II ☐ Permanent

Formal Observation Date(s): _____

Informal Observation Dates: _____

Form D-NC Date Received: _____ Form E-NC Date Received: _____

The “Final Evaluation Report” shall be based on evaluation criteria as defined in Article 11. The unit member will receive an overall rating for job responsibilities, professional standards and California Standards for the Teaching Profession (CSTP) – Standard VI and progress toward annual professional goal as appropriate to the position. The “Final Evaluation Report” may include a rating on CSTP I-V that may or may not include evidence for each element in the standard. There will also be an “Overall Rating.” The following ratings shall be used:

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

Specific Job Responsibilities and/or Professional Standards	Commendations and Recommendations Evidence and Rating (This box expands to space as needed.)		
	(This section must be completed)		
	<table border="1"><tr><td>Rating</td></tr><tr><td></td></tr></table>	Rating	
Rating			

California Standards for Teaching	Commendations and Recommendations Evidence and Rating <i>(This box expands space as needed.)</i>
Standard I: Engaging and supporting all students in learning Elements: 1.1 Using knowledge of students to engage them in learning 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests 1.3 Connecting subject matter to meaningful, real-life contexts 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs 1.5 Promoting critical thinking through inquiry, problem solving, and reflection 1.6 Monitoring student learning and adjusting instruction while teaching	(This section will be completed as appropriate) Rating
California Standards for Teaching	Commendations and Recommendations Evidence and Rating <i>(This box expands to space as needed.)</i>
Standard II: Creating and maintaining effective environments for student learning Elements: 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students 2.4 Developing, communicating, and maintaining high standards for individual and group behavior 2.5 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn 2.7 Using instructional time to optimize learning	Rating

California Standards for Teaching	Commendations and Recommendations Evidence and Rating <i>(This box expands to space as needed.)</i>		
Standard III: Understanding and organizing subject for student learning Elements: 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of Subject matter 3.3 Organizing curriculum to facilitate student understanding of the subject matter 3.4 Utilizing instructional strategies that are appropriate to the subject matter 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	(This section will be completed as appropriate) <table border="1"> <tr> <td>Rating</td> </tr> <tr> <td> </td> </tr> </table>	Rating	
Rating			
California Standards for Teaching	Commendations and Recommendations Evidence and Rating <i>(This box expands to space as needed.)</i>		
Standard IV: Planning instruction and designing learning experiences for all students Elements: 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction 4.2 Establishing and articulating goals for student learning 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	(This section will be completed as appropriate) <table border="1"> <tr> <td>Rating</td> </tr> <tr> <td> </td> </tr> </table>	Rating	
Rating			

California Standards for Teaching	Commendations and Recommendations Evidence and Rating (Use as much space as necessary)		
Standard V: Assessing students for learning Elements: 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction 5.3 Reviewing data, both individually and with colleagues, to monitor student learning 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction 5.5 Involving all students in self-assessment, goal setting, and monitoring progress 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	(This section will be completed as appropriate) <table border="1" data-bbox="1326 848 1469 1016"> <tr> <th>Rating</th> </tr> <tr> <td> </td> </tr> </table>	Rating	
Rating			
California Standards for Teaching	Commendations and Recommendations Evidence and Rating (Use as much space as necessary)		
Standard VI: Developing as a professional educator (May or may not be reflected in classroom observations.) Elements: 6.1 Reflecting on teaching practice in support of student learning 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning 6.4 Working with families to support student learning 6.5 Engaging local communities in support of the instructional program 6.6 Managing professional responsibilities to maintain motivation and commitment to all students 6.7 Demonstrating professional responsibility, integrity, and ethical conduct	(This section must be completed) <table border="1" data-bbox="1326 1667 1469 1835"> <tr> <th>Rating</th> </tr> <tr> <td> </td> </tr> </table>	Rating	
Rating			

Progress on Annual Professional Growth Goal (Form D-NC)	Commendations and Recommendations Evidence and Rating <i>(This box expands to accommodate as much space as needed.)</i>		
	(This section must be completed.) <table border="1" data-bbox="1328 793 1471 915"> <tr> <td>Rating</td> </tr> <tr> <td> </td> </tr> </table>	Rating	
Rating			

Overall Evaluation Rating Temporary, Probationary I, Probationary II ☐ Satisfactory ☐ Needs Improvement ☐ Unsatisfactory	Overall Evaluation Rating Permanent ☐ Satisfactory ☐ Needs Improvement , with Support/Improvement Plan (Form G-NC) ☐ Unsatisfactory , with Support/Improvement Plan (Form G-NC)
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Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member will have ten (10) working days to respond. The response will be attached to Form F-NC and placed in the unit member's personnel file.

From F-NC
Page 5 of 5

ACALANES UNION HIGH SCHOOL DISTRICT

**FORM G-NC
SUPPORT/IMPROVEMENT PLAN**

**The evaluator will provide the unit member with a “Support/Improvement Plan”
(Form G-NC) by June 1.**

Unit Member

Evaluator

Site/Position

School Year

Form G-NC Conference Date: _____

Specific Job Responsibilities and/or Professional Standards	Suggestions for Improvement

California Standards for Teaching	Suggestions for Improvement
Standard I: Engaging and supporting all students in learning Elements: ☐ 1.1 Using knowledge of students to engage them in learning ☐ 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests ☐ 1.3 Connecting subject matter to meaningful, real-life contexts ☐ 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs ☐ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection ☐ 1.6 Monitoring student learning and adjusting instruction while teaching	
California Standards for Teaching	Suggestions for Improvement
Standard II: Creating and maintaining effective environments for student learning Elements: ☐ 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully ☐ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students ☐ 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe ☐ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students ☐ 2.5 Developing, communicating, and maintaining high standards for individual and group behavior ☐ 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	
☐ 2.7 Using instructional time to optimize learning	

California Standards for Teaching	Suggestions for Improvement
Standard III: Understanding and organizing subject for student learning Elements: ☐ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ☐ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ☐ 3.3 Organizing curriculum to facilitate student understanding of the subject matter ☐ 3.4 Utilizing instructional strategies that are appropriate to the subject matter ☐ 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students ☐ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	
California Standards for Teaching	Suggestions for Improvement
Standard IV: Planning instruction and designing learning experiences for all students Elements: ☐ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ☐ 4.2 Establishing and articulating goals for student learning ☐ 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning ☐ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students ☐ 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	

California Standards for Teaching	Suggestions for Improvement
Standard V: Assessing students for learning Elements: ☐ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments ☐ 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction ☐ 5.3 Reviewing data, both individually and with colleagues, to monitor student learning ☐ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ☐ 5.5 Involving all students in self-assessment, goal setting, and monitoring progress ☐ 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning ☐ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	
California Standards for Teaching	Suggestions for Improvement
Standard VI: Developing as a professional educator (May or may not be reflected in classroom observations.) Elements: ☐ 6.1 Reflecting on teaching practice in support of student learning ☐ 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development ☐ 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning ☐ 6.4 Working with families to support student learning ☐ 6.5 Engaging local communities in support of the instructional program ☐ 6.6 Managing professional responsibilities to maintain motivation and commitment to all students ☐ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct	(This section must be completed)

Progress on Annual Professional Growth Goal (Form D-NC)	Commendations and Recommendations Evidence and Rating <i>(This box expands to accommodate as much space as needed.)</i>
	(This section must be completed.)

Evaluator's Signature

Unit Member's Signature

Date

Date

Signature indicates knowledge of, not necessarily agreement with, the report. The unit member will have ten (10) working days to respond. The response will be attached to Form B-NC and placed in the unit member's personnel file.

ACALANES UNION HIGH SCHOOL DISTRICT

**FORM H-NC
EVALUATION OPTION**

INSTRUCTIONS: Article 11.3.3.1 and 11.8 of the AEA-AUHSD collective bargaining agreement allows a unit member in year 8 in the district or beyond and an “Overall Rating” of “Satisfactory” on his/her evaluation, with the approval of his/her administrator to select the “Evaluation Option” in lieu of the previous standard evaluation process (Article 11.6) in two out of three evaluation cycles. Projects will be presented at an appropriate staff meeting to complete the Evaluation Option.

Unit Member	Site
Evaluator	School Year

Evaluation Option: Project Proposal
Describe the project and its purpose. <i>(This box expands to accommodate as much space as needed.)</i>
List the California Standards for the Teaching Profession (CSTP) addressed in this project. <i>(This box expands to accommodate as much space as needed.)</i>
Describe the value of this project to the department, school, district and/or students. <i>(This box expands to accommodate as much space as needed.)</i>

Project Proposal Meeting

Date:

Evaluator's Approval:

Evaluation Option: Final Acceptance

How will you use what you learned from your project to support student learning in the future? (This box expands to accommodate as much space as needed.)

Meeting Date to Review the Project:

Presentation of Project Date:

Evaluator's Acceptance:

ACALANES UNION HIGH SCHOOL DISTRICT

PARTICIPATING TEACHER ACTION PLAN
PAR FORM A

Consulting Teacher

Referred Participating Teacher

School Year

Goals: Based on Support/Improvement Plan	Proposed Activities/Actions

This document will be part of the employee's personnel file.

Consulting Teacher Signature

Date

Referred Participating Teacher Signature

Date

**PEER ASSISTANCE AND REVIEW PROGRAM
CONSULTING TEACHER LOG
PAR FORM B**

Consulting Teacher

Referred Participating Teacher

School Year

LOG OF ACTIVITIES

Date	Goal	Action	Time Spent	Written Evidence, if appropriate

This document will be part of the employee's file.

Consulting Teacher Signature

Date

Preferred Participating Teacher Signature

Date

**ACALANES UNION HIGH SCHOOL DISTRICT
PEER ASSISTANCE AND REVIEW PROGRAM
FINAL REPORT
PAR FORM C**

Consulting Teacher	Referred Participating Teacher	School Year
Description of Assistance Provided by Consulting Teacher	Description of Referred Participating Teacher's Participation in PAR	

This document will be part of the employee's file.

_____	_____
Consulting Teacher Signature	Date

_____	_____
Referred Participating Teacher Signature	Date

*Referred Participating Teacher's signature does not necessarily mean agreement, but that the Referred Participating Teacher has seen the report.

Department Chairperson Feedback Form

Available: March 15

Due: April 15

Department Member Name:
(optional) _____

Department: _____

I have read and/or am aware of the Department Chairperson job description Yes ☐ No ☐

Please provide feedback about your department chairperson. (A copy of this feedback form will be shared with the principal and the department chairperson.)

The rating scale is as follows:

3	Excellent
2	Satisfactory
1	Needs Improvement
N/A	Not Applicable

A rating of 1 will not be considered without a written explanation

1. My department chairperson provides instructional leadership for individuals, 3 ☐ 2 ☐ 1 ☐ N/A ☐
the department and the school.

Explanation: _____

2. My department chairperson consults with department members for the 3 ☐ 2 ☐ 1 ☐ N/A ☐
purpose of improving and coordinating instruction.

Explanation: _____

3. My department chairperson encourages and supports professional 3 ☐ 2 ☐ 1 ☐ N/A ☐
development for me and other department members.

Explanation: _____

4. My department chairperson advocates for subject offerings and 3 ☐ 2 ☐ 1 ☐ N/A ☐
modifications in the course of study as determined by the department.

Explanation: _____

5. My department chairperson takes a leadership role in the development 3 ☐ 2 ☐ 1 ☐ N/A ☐
and implementation of testing and assessment programs in my department.

Explanation: _____

6. a. My department chairperson holds regularly scheduled meetings. 3 ☐ 2 ☐ 1 ☐ N/A ☐
- b. My department chairperson provides teachers with agendas and necessary information for these department meetings in advance. 3 ☐ 2 ☐ 1 ☐ N/A ☐
- c. My department chairperson provides teachers with school-wide information in a timely fashion. 3 ☐ 2 ☐ 1 ☐ N/A ☐

Explanation: _____

7. My department chairperson attends and advocates for the department at instructional council meetings. 3 ☐ 2 ☐ 1 ☐ N/A ☐

Explanation: _____

8. My department chairperson consults and advocates for department teachers on master schedule issues. 3 ☐ 2 ☐ 1 ☐ N/A ☐

Explanation: _____

9. My department chairperson advocates for the financial needs of my department and allocates resources fairly among members of the department. 3 ☐ 2 ☐ 1 ☐ N/A ☐

Explanation: _____

Commendation(s): If you have given three or more ratings of 3, please explain.	
Area(s) for growth:	

This form is for Department Chairperson Applicant

Department Chairperson Application Form

Available: April 15

Due: May 1

The role of the Department Chairperson is to coordinate department operations in the school, to provide instructional support for members of the department, and to support the development and implementation of curriculum in the school and the district.

Name: _____

I am applying to be Chairperson of _____.
(department)

Please describe your strengths and experiences in each of the following areas:

1. Coordinating and participating in department operations in the school.

2. Providing instructional support for members of the department.

3. Supporting the development and implementation of curriculum in the classroom, the school, and the district.

4. Is there anything else your principal should know to consider you for the position?

Department Member Input on Potential Department Chairperson Form

Available by: May 15

Due: June 1

The role of the Department Chairperson is to coordinate department operations in the school, to provide instructional support for members of the department, and to support the development and implementation of curriculum in the school and the district.

Name: _____ has applied to be _____ Chairperson.
(department)

Please describe the applicant's strengths and experiences in each of the following areas:
(*Note: this information will not be shared with the applicant*)

1. Coordinating or participating in department operations in the school.

2. Providing instructional support for members of the department.

3. Supporting the development and the implementation of curriculum in the classroom, the school, and the district.

4. Do you have any additional comments regarding the qualifications of this individual?

DOMESTIC PARTNERS

In California, and also under this Agreement, a domestic partnership shall be established when **all** of the following requirements are met:

1. Both partners have a common residence. The term “common Residence” means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.
2. Both persons agree to be jointly responsible for each other’s basic living incurred during the domestic partnership, the term “basic living expenses” means shelter, utilities, and other costs directly related to the maintenance of the common household of the common residence of the domestic partners. It also means any other cost, such as medical care, if some or all of the cost is paid as a benefit because a person is another person’s domestic partner. The term “joint responsibility” means that each partner agrees to provide for the other partner’s basic living expenses if the partner is unable to provide for him or herself.
3. Neither person is married nor a member of another domestic partnership.
4. The two persons are not related by blood in any way that would prevent them from being married to each other in California.
5. Both persons are at least eighteen years of age.
6. Either of the following:
 - (a) Both persons are members of the same sex.
 - (b) One or both of the persons meet the eligibility criteria Under Title II of the Federal Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits, or Title VXi of the Federal Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals.
7. Both persons are capable of consenting to the domestic partnership.
8. Neither person has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to applicable law which has not been terminated pursuant to applicable law.

In order to receive any benefits in this Agreement for domestic partners, all requirements set forth above must be met, and the District must receive a copy of the registered form of the Declaration of Domestic Partnership which has been returned to the domestic partners from the California Secretary of State, (Family Code section 298.5). The burden of proof is on the eligible employee seeking benefits- Eligible employees who may obtain benefits pursuant to this Agreement shall immediately notify the District in writing whenever the domestic partnership is terminated. (Family Code section 299).

Maternity Leave Matrix

LEAVE SEQUENCE

Maternity Leave (usually 6-8 weeks; →10 working days Specified by doctor's Note)	New Child Leave	Family Medical Leave (FMLA) up to 12 weeks	Leave Without Pay (LWOP) 1 year maximum
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LEAVE COMPONENTS

Maternity Leave	=Accrued Sick Leave →	Personal Business Days →	Differential Leave
	As earned	2 days (maximum)	Up to 5 months Maximum

New Child Leave = member's choice of either remaining accrued sick leave or differential leave

FMLA =up to 12 weeks (60 work days) of unpaid leave with benefits, right to return
To position/site

LWOP =up to 1 year with Board approval of unpaid leave, no benefits, right to return
To district; no guarantee of position/site

LEAVE DEFINITIONS

Maternity Leave: Actual length of leave based on physician's note; maternity leave ends when the employee is medically able to return to work. If medically able to return to work but wishes to remain on leave, employee uses New Child Leave and then must use FMLA and/or LWOP.

New Child Leave: Ten work days. Employee can use accrued sick leave or differential leave.

Differential Leave: Salary minus the cost of a substitute. (As per Ed Code, certificated employees are charged regardless of whether a substitute is hired.) Certificated employees charged at short term, single subject substitute rate (Miscellaneous Certificated Salary Schedule: \$100 for 2005-2006). Differential leave begins after accrued sick leave is exhausted and ends when the employee is medically able to return to work.

FMLA: To be eligible, employee must have worked for the District 12 previous months and a minimum of 1,250 hours.

Catastrophic Leave Matrix

Note: Catastrophic leave is granted for an incapacitating illness or injury that is expected to continue for an extended period of time per article 7.17

Leave Sequence for full time medical leave of absences:

sick leave → differential leave* → FMLA* → LWOP

*Catastrophic leave may be used to supplement differential and/or FMLA leave so that a unit members does not lose his/her per diem rate of pay.

Catastrophic leave days may also be used by unit member on a part-time medical leave of absence so that a unit member receives his/her per diem rate of pay prior to taking the part-time medical leave.

Leave Components and Definitions:

Leave	Leave Components	Leave Definitions
Sick Leave	Sick leave as accrued by unit member	
Differential Leave	Up to 5 months	Salary minus the cost of a substitute. (As per Ed Code 44977, certificated employees are charged regardless of whether a substitute is hired.) Certificated employees charged at short-term, single-subject substitute rate (Miscellaneous Certificated Salary Schedule Group I). Differential leave begins after accrued sick leave is exhausted and ends when the employee is medically able to return to work.
FMLA	Up to 12 weeks (60 work days) of unpaid leave with benefits, right to return to position/site.	To be eligible, employee must have worked for the District 12 previous months and a minimum of 1,250 hours.
LWOP	Up to 1 year with Board approval of unpaid leave, no benefits, right to return to district; no guarantee of position/site	
Catastrophic Leave	Up to 90 work days.	Catastrophic Leave days may be used to supplement differential leave so that one half day of catastrophic leave plus differential pay equals one paid day. Runs concurrent to FMLA after exhaustion of differential leave. If a unit member is not eligible for FMLA leave, then catastrophic leave continues after differential leave as determined by the catastrophic leave committee. Unit members on a part-time, long-term medical leave of absence as specified by the unit member's physician may use catastrophic leave in half-day increments to bring the unit member up to his/her level of pay before taking the part time medical leave of absence.



Certificated Transfer Request

DEADLINE IS MARCH 1ST

Employee Name (Please Print)

I am requesting a transfer of site assignment.

My present assignment is: _____
(Site) (Subject)

I request a transfer to: _____
(Site) (Subject)

I would consider vacancies at other sites. Yes ☐ No ☐

I would consider a vacancy that occurs during the summer. Yes ☐ No ☐

If yes, summer contact:

Summer Address: _____

Summer Phone: () _____

Summer E-mail _____

Additional Information (optional):

(Teacher's Signature)

(Date)

Date Received _____

THE ACALANES EDUCATION ASSOCIATION
AND
THE ACALANES UNION HIGH SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

RE: RETIREMENT INCENTIVE

This memorandum of understanding (MOU) is intended to provide eligible members and their spouse or domestic partner dental insurance and vision insurance. Eligible members are those Acalanes Education Association (AEA) members who retire into STRS or PERS, whichever is applicable, and who have rendered the equivalent of 10 years of full-time service, including Board-approved leave and or reduced work year, in the District immediately prior to retirement.

The District shall pay the dental and vision coverage contribution commencing upon retirement and continuing for five (5) years after retirement becomes effective, or until the retiree becomes eligible for dental and/or vision coverage through any employer, retirement/pension program or government dental and/or vision program.

If at the time of a retiree's death, he or she was still entitled to benefits pursuant to this MOU, a surviving spouse or domestic partner is entitled to the benefits for the remainder of the retiree's coverage period under this MOU unless the surviving spouse or domestic partner is eligible for dental and/or vision coverage through any employer, retirement/pension program or government dental and/or vision program.

In order to be eligible for the retirement incentive described in paragraph two of this MOU, a retiring member for the 2012-2013 or the 2013-2014 school year must submit his or her written notification of resignation on or before 3 pm on Thursday, February 13, 2014. The resignation for 2012-2013 will be effective June 11, 2013. The resignation for 2013-2014 will be effective June 17, 2014.

This MOU is valid through June 30, 2014, unless extended by mutual agreement of both parties.

Acalanes Education Association

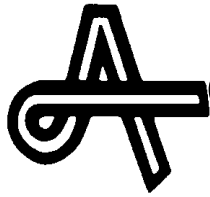
Acalanes Union High School District

Date: _____

Date: _____

 8/21





Academy of the Pacific Union High School District

Human Resources

1212 Pleasant Hill Road, Lafayette, CA 94549

925-280-3900 x 6623 ♦ Fax 925-280-4282

CONSIDERATION FOR SCHEDULE B POSITION

Name: _____

Date: _____

Site: _____

Schedule B Position(s) Requested: (Assignments Listed on Next Page)

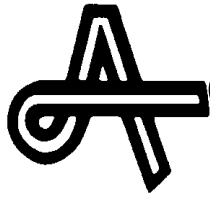
Please return to the HR office on or before March 1st

8.10 Schedule B

By February 1st of each school year, the District will notify all members by email that Schedule B positions are annual “at-will” positions and provide all members the opportunity to be considered for one or more Schedule B positions for the upcoming school year. Requests for consideration forms will be attached to the February 1st email and must be returned to the HR office prior to March 1st. By June 1st, principals will notify those members that requested consideration of their decision. NOTE: Completing a request for consideration form is not a requirement to be selected for a Schedule B position. Principals may select any member for a Schedule B position. Principals may elect for a Schedule B position to be unfilled.

Assignment	Base Stipend	Pay Cycle	Extra Optional Stipend	Pay Cycle
Choral	\$2,839	Monthly		
Instrumental	\$2,839	Monthly		
Choral Director			\$1,704	Upon Completion
Instrumental Director			\$1,704	Upon Completion
Musical Director			\$1,704	Upon Completion
Drama	\$2,839	Monthly	\$1,704	Upon Completion
Journalism, Yearbook	\$2,839	Monthly		
Athletic Director ²	\$5,000	Monthly		
Leadership ¹	\$4,542	Monthly		
Site Instructional Technology Coordinator ¹	\$4,542	Monthly		
Web Master	\$2,839	Monthly	\$1,704	Upon Completion
Noon Supervisor	\$2,839	Monthly		
Stage Crew	\$1,537	Monthly		
Cheerleader Advisor	\$1,537	Monthly		
PAR – Joint Panel*	\$568	Annual	\$568	Upon Completion
PAR Consulting Teacher – Per RPT*	\$2,271	January & June		
PAR Consulting Teacher – New Teachers*				
1-3 New Teachers	\$1,704	January & June		
4 or more New Teachers	\$2,271	January & June		
BTSA Mentor Teacher ^{3*}	\$1,704	January & June		
Department Chair – Tier 1 (up to 20 sections in department)	\$3,406	Monthly		
Department Chair – Tier 2 (21-30 sections in department)	\$3,974	Monthly		
Department Chair – Tier 3 (31-50 sections in department)	\$4,542	Monthly		
Department Chair – Tier 4 (51-70 sections in department)	\$5,110	Monthly		
Department Chair – Tier 5 (71 or more sections in department)	\$5,677	Monthly		
EL Department Chair	\$3,406	Monthly		
Special Ed Department Chair	\$4,542	Monthly		
Lead Counselor	\$4,542	Monthly		
AGATE ^{4*}	\$1,704	Upon Completion	\$852	Upon Completion
Mock Trial, Model UN, Academic Decathlon	\$852	Monthly	\$341	Upon Completion
Speech			\$852	Upon Completion
Traveling Teacher	\$3,406	Monthly		
Hourly Rate	\$32	Monthly		
Masters Degree	\$1,144	Monthly		
Doctorate Degree	\$1,664	Monthly		

*State and federal categorically-funded positions will be increased by the same rate as the program's cost of living adjustment.



Academy of the Pacific Union High School District

Human Resources

1212 Pleasant Hill Road, Lafayette, CA 94549

925-280-3900 x 6622 ♦ Fax 925-280-4282

REQUEST FOR CONSIDERATION OF INCREASED FTE

Name: _____

Date: _____

Current Site: _____

Amount of FTE Requested: _____ Total FTE (including requested FTE) for upcoming year: _____

I will consider a split-site assignment: ☐ YES ☐ NO

I will consider a site other than my current site: ☐ YES ☐ NO

Please return to the HR office on or before March 1st

8.11 Requesting Increased FTE

By February 1st of each school year, the District will provide members the opportunity to request additional FTE, up to 1.0 FTE. A Request for Consideration Form will be attached to the February 1st email and must be returned to the HR office prior to March 1st. Members requesting consideration will be notified during the master schedule building process if there is an opportunity for increasing FTE. Increasing FTE for members, with or without submission of the Request for Consideration Form, is at the discretion of the District.

THE ACALANES EDUCATION ASSOCIATION
AND
THE ACALANES UNION HIGH SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

RE: ATHLETIC DIRECTOR SCHEDULE "B" STIPEND

This memorandum of understanding (MOU) is agreed upon to provide a rate increase of the Schedule "B" stipend for the position of Athletic Director during the 2013-2014 school year only, unless extended by mutual agreement of both parties.

1. For 2013-2014, the Schedule "B" stipend for Athletic Directors involved with the implementation of the new athletic budget model shall be increased by \$1,500.
2. For 2014-2015, the Schedule "B" stipend for all Athletic Directors will return to the amount prior to this MOU plus any potential negotiated increase impacting Schedule "B" stipends.

ACALANES EDUCATION ASSOCIATION

ACALANES UNION HIGH SCHOOL
DISTRICT

DATE: _____

DATE: _____

 8/21

 8/21