COLLECTIVE BARGAINING AGREEMENT

between the

DUARTE UNIFIED EDUCATION ASSOCIATION

and the

DUARTE UNIFIED SCHOOL DISTRICT

Revision Date: October 2022
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CERTIFICATED BARGAINING UNIT CONTRACT

ARTICLE 1. AGREEMENT

1.1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Duarte Unified School District ("Board") and the DUEA/CTA/NEA ("Association"), an employee organization.

1.2. This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code ("Act").

1.3. This Agreement shall expire June 30, 2025.

The Parties agree to the following reopeners:

2022-2023 – Except for Compensation as agreed upon below, all articles, and Benefits within Article 6.
2023-2024 – Two (2) Articles preside plus Compensation are open.
2024-2025 – Salary and Benefits, and all articles for a Successor Agreement.

1.4. Reopeners

1.4.1. The parties shall meet and negotiate in good faith on negotiable items on all successor agreements beginning at a mutually agreeable time.

1.4.2. The parties shall submit a Sunshine of articles to be open for negotiations to the Board of Education no later than the first regular scheduled meeting in October.

1.4.3. During the term of the Agreement in each of year one (1) and year two (2), each party may reopen any two (2) Articles of this agreement. During year three (3) in the successor year, all articles of the collective bargaining agreement between DUEA/DUSD shall be open to negotiation.

1.4.4. Each year salary, benefits, and calendar shall be automatic reopeners.

1.4.5. Negotiations shall take place at mutually times and places.

1.4.6. The District and the Association shall furnish to each other, upon request, any additional information or documents which are necessary for each to fulfill its role in the negotiations process.

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

1.4.8. Any final agreements reached shall be reduced to writing and signed by both parties but shall not take effect until and unless it is ratified by DUEA and approved by the Duarte Unified School Board.

1.4.9. Within forty-five (45) working days following ratification of the Agreement by DUEA and approved by the Duarte Unified School Board, the Board shall have posted on the DUSD website (duarteusd.org), the amended Collective Bargaining Agreement (CBA), in its entirety.
1.4.10. One printed copy of the Collective Bargaining Agreement (CBA) contract shall be provided by the District to each school site office, the DUSD President, the DUEA Bargaining Team members.
ARTICLE 2. RECOGNITION

2.1. The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District per its Resolution dated May 10, 1976. (See Appendix A-1 – Appendix A-2)

2.1.1. The unit shall include all TK through Grade 12 teachers (including Special Education PK and Special Education Adult Transition), Early Childhood Educators ("ECEs"), Career Technical Educators ("CTEs"), temporary teachers, coordinators, counselors, speech and language pathologists, certificated school nurse, psychologists and all other certificated, non-management employees.

2.2. The unit shall exclude all management, supervisory and confidential job classifications, including but not limited to:

Superintendent
Deputy Superintendent
Assistant Superintendent
Chief Technology Officer
Director
Coordinator (Administrative)
Principal
Associate Principal
Assistant Principal
Dean

2.3. The District shall notify the Association of the proposed unit placement of new certificated classifications and negotiate the impact of any such placement prior to action. In the event of a dispute concerning a unit placement of any new classification, the matter shall be submitted to Public Employment Relations Board (PERB) for final determination.
ARTICLE 3. DISTRICT RIGHTS

3.1. It is understood and agreed that the Board shall retain all of its powers and authority to direct, manage, and control, to the full extent of the law, and shall be limited only by the terms of this Agreement.

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

3.3. The District retains its right to amend, modify, or rescind policies and provisions referred to in this Agreement in cases of emergency. The superintendent, as authorized by the Board, may declare an emergency. An “emergency” shall mean an epidemic, natural disaster, riot, or threat of riot affecting the District, or a condition which presents a physical threat to students or employees of the District. The determination of whether or not an emergency exists within the definitions listed in this section, is within the discretion of the Board.
ARTICLE 4. GRIEVANCE PROCEDURE

4.1. Definitions

4.1.1. A grievance is a claim by the Association or by one or more unit members that there has been a violation, misinterpretation or misapplication of provision(s) of this Agreement. All other matters and disputes are beyond the scope of these procedures. Unit members who are Early Childhood Educators are excluded from grieving all articles made non-applicable to them as set forth in Article 27, Section 27.1 and any other article(s) not made applicable to them. Unit members who are Career Technical Educators are excluded from grieving all articles made non-applicable to them as set forth in Article 28, Section 28.1 and any other article(s) not made applicable to them. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

4.1.2. The respondent in all cases shall be the District itself rather than any individual. An “Aggrieved Person” or “Grievant” is the person or persons including the Association or representatives thereof, making the claim.

4.1.3. A “day” is a day in which the Education Center Office of the District is open for business as per Education Center calendar.

4.1.4. The “Immediate Supervisor” is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the Board to adjust grievances.

4.2. Informal Level

4.2.1. Before filing a formal written grievance, the grievant must attempt to resolve it by an informal conference with the grievant’s immediate supervisor. Such an attempt must be made within fifteen (15) days after the occurrence or knowledge of the act or omission giving rise to the grievance.

4.3. Formal Level I

4.3.1. Within ten (10) days after the informal conference, the grievant must present such grievance in writing on Grievance Form Level I (See Appendix B-1) to the immediate Supervisor. The time may be extended by mutual agreement in writing. The statement of the grievance shall include the circumstances involved, the decision rendered at the informal conference, and the remedy sought. The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the time limits of this level, the appropriate principal or supervisor will meet with the aggrieved person in an effort to resolve the grievance. In the event a grievant utilizes the provisions of Article 4, “Grievance Procedures”, for processing a grievance through Level I thereof, without the representation of the Association, the District shall provide the Association with a copy of the written grievance and the proposed resolution. The Association will be permitted to file a response to these documents. No grievance shall be finally resolved at Level I until five (5) days after the date the association is furnished a copy of the proposed resolution, unless the Association agrees to an earlier time in writing.
4.4. **Formal Level II**

4.4.1. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the Grievance Form Level II (See Appendix B-2) to the Superintendent or designee within ten (10) days after the Level I decision. The statement shall include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal. The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. The grievant and the Superintendent or designee shall meet within the above time limits in an effort to resolve the grievance. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level. In the event a grievant utilizes the provision of Article 4, "Grievance Procedures", for processing a grievance through Level II thereof, without the representation of the Association, the District shall provide the Association with a copy of the written grievance and the proposed resolution. The Association will be permitted to file a response to these documents. No grievance shall be finally resolved at Level II until five (5) days after the date the Association is furnished with a copy of the proposed resolution unless the Association agrees to an earlier time in writing. The appeal to the next level must be made within ten (10) days and shall include a statement of reasons for the appeal, along with the original grievance.

4.5. **Formal Level III**

4.5.1. If not satisfied with the decision of Level II or if no decision has been rendered within ten (10) days, the grievant may, within ten (10) days, request in writing that the Association submit the grievance to binding arbitration. The Association, by written notice to the Board within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to binding arbitration on Grievance Form III-A (Appendix B-3A) and Grievance Form III-B (See Appendix B-3B). The grievant and the Board shall meet within five (5) days to attempt to agree upon the arbitrator. If no agreement can be reached, they shall, within two (2) days of the meeting, request the State Conciliation Service and the American Arbitration Association to each supply a panel of three (3) names of persons experienced in hearing grievances in public schools. Upon receipt of the six names, the parties shall meet within five (5) days and one name shall be removed by lot. Each party shall alternately strike a name until only one name remains. The remaining name shall be the arbitrator. The order of striking shall be determined by lot. The fees and expenses of the arbitrator and hearing shall be borne equally by the Board and grievant. All other expenses shall be borne by the party incurring the expenses. If any question arises as to the ability to arbitrate the grievance, such questions will be ruled upon by an arbitrator prior to hearing the merits of the grievance. Such arbitrator shall be selected by the procedure as stated. After the ruling, if the grievance is taken to binding arbitration, a new arbitrator must be selected through the same procedure as stated. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) presented to the arbitrator. Neither party shall be permitted to assert in arbitration any evidence which was not submitted to the other party before the completion of Level II meetings. The arbitrator shall determine the issue(s) by referring to the written grievance and answers thereto at each step. The arbitrator's decision will be in writing and will set forth the arbitrator’s findings of fact, reasoning and conclusions on the grievance submitted. The arbitrator will be without power or authority to make any decision which
requires the commission of an act prohibited by law, or to add to, subtract from or modify the terms of this Agreement. After a hearing and both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the arbitrator’s findings and decisions which shall be binding on both parties.


4.6.1. Issues arising out of the exercise by the Board and administration of its responsibilities under Article 3, "District Rights", shall not be subject to these procedures.

4.6.2. No grievant may proceed beyond Level II without the consent of the Association.

4.6.3. There shall be no reprisal by the District or Association against a unit member for filing a grievance or assisting a grievant in the grievance procedure.

4.6.4. The grievant shall request necessary release time for processing the grievance beyond Level I. The request shall be made to the Superintendent or designated representative at least twenty-four hours in advance of the request. The request shall contain the specific needs and an estimate of the time necessary to meet the needs with no loss of pay.

4.6.5. The Association may request a paid leave of absence for any member to process grievances beyond Level II. Such request shall be made to the Superintendent, or designated representative, at least twenty-four hours in advance. The request for the leave of absence shall contain the specific needs and an estimate of the time necessary to meet the needs.
ARTICLE 5. PAYROLL DEDUCTIONS

5.1. Any unit member who is a member of the DUEA/CTA/NEA or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the salary check of the unit member each month for ten (10) 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.

5.2. With respect to all sums deducted by the District pursuant to Section 5.1 the District agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made.

5.3. The Association agrees to furnish any information needed by the District to fulfill the provisions of Article 5.

5.4. Hold Harmless Clause

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

5.4.2. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph 5.4.1 shall or shall not be compromised, resisted, defended, tried, or appealed.
ARTICLE 6. COMPENSATION AND BENEFITS

6.1. Compensation

The Union and District agree to following terms for Compensation for the 2021-2022 and 2022-2023 school years:

Compensation for the 2021-2022 school year includes a 3% Off Schedule payment, retroactive to July 1, 2021.

Compensation for the 2021-2022 school year includes a 3% On Schedule raise in salary, retroactive to July 1, 2022.

Compensation for the 2022-2023 school year to be 3% On Schedule, starting July 1, 2022

This closes compensation negotiations for the 2021-2022 school year.

This closes compensation (on-schedule or otherwise) negotiations for 2022-2023 school year. The parties agree to return to negotiate compensation (on-schedule or otherwise) for 2022-2023 in August (2022) upon the occurrence of one of both of the following:

1. The approval and implementation of the Governor’s proposed Three-year Rolling Average ADA credit or any other hold harmless language regarding ADA funding;

2. The funded Cost of Living Adjustment (COLA) for the 2022-2023 school year is or exceeds 6.6%.

6.1.1. Certificated salary schedules shall be referenced in Appendix F1-F4.

6.1.2. For ECE unit members, the 2018-2019 ECE salary schedule is attached hereto as Appendix F-5. Upon ratification, all current ECE’s shall be placed on Step 1 of the salary schedule, within their respective column for degree and site supervisor certification, and will have the opportunity to advance a step for every year of service, through step 5 of the salary schedule.

6.1.3. For CTE unit members, the 2019-2020 CTE Wage Schedule is attached hereto as Appendix F-6.

6.2. Fringe Benefits

6.2.1. The District shall provide each full time unit member of the Association with $7500.00 in fringe benefits. Each unit member shall participate in one of the current District core medical plans or provide proof of coverage for a non-district sponsored plan. Effective February 5, 2013 “cash-in-lieu” shall no longer be offered to new certificated employees as an alternative to participation in the District core medical program. Any unused fringe benefit monies will be placed and accounted for in an “insurance reserve account.” Effective July 1, 2014, current unit members participating in the District core medical program are not eligible to exit the program for the purpose of receiving cash-in-lieu.

6.2.1.1. Eligible unit members not participating in one of the District’s core medical plans shall continue to receive $6,200.00 per year, in fringe benefits.
6.2.2. For the purpose of this Article, eligible unit members shall include full-time and part-time unit members and early retirees. The contribution for part-time members who work 50% or more of full-time, shall be prorated based upon the ratio of hours worked to full-time. CTE unit members who provide at least 5 instructional periods of service per day, are considered full-time equivalent eligible unit members; if they provide fewer periods of service, their eligibility shall be prorated on the ratio of hours worked to full-time.

6.2.3. The district shall provide the core medical carriers:
   PERS Basic Health Plans
   Basic Dental Plan
   Basic Vision Plan
   PERS Supplement to Medicare

6.2.3.1. All unit members must participate in the Dental and Vision Plans.

6.2.4. All unit members may apply all unused monies to the following negotiated programs:
   A. Employee and Dependent medical coverage for medical, vision, and dental. (IRC 125)
   B. Tax sheltered annuities. (403B)
   C. Other deferred compensation plans acceptable to Los Angeles County Office of Education; i.e. CalPERS 457
   D. Legal Assistance Insurance, US Energy Bonds, and life insurance.
   E. Income Protection Plans
   F. Basic Cancer Plans.

6.3. Extended Benefits for Retirees

6.3.1 The District will provide a stipend for retirees sufficient to cover the premium for employee only medical coverage at the second lowest premium rate available. Effective immediately, March 13, 2018, the District will pay directly to the retiree following submission of an invoice showing payment, a stipend equal to the actual cost by the retiree’s medical insurance premium, not to exceed the cost of the second lowest medical coverage of the medical plans offered by the district, less any payment made by the District directly to CalPERS for medical benefits on the retiree’s behalf. (If any unit member is not enrolled in a medical plan at the time of retirement, he/she is not eligible to receive coverage.) The payment shall be made to unit members who retire under the following conditions:

6.3.1.1. A unit member must have provided at least fifteen (15) years of service to the District immediately prior to seeking coverage under this benefit.

6.3.1.2. The District will pay the stipend for the medical coverage until Medicare takes over, or for seven (7) years, whichever comes first.

6.3.1.3. A District retiree on any of the District medical plans may elect to continue in such plan, subject to the approval of PERS administration.

6.3.1.4. A unit member must be at least fifty-five (55) years old to qualify for these benefits.
6.3.1.5. A unit member qualifying for benefits under this section who obtains employment elsewhere which offers medical coverage, shall not be eligible for the benefits under this section.

6.3.2. Unit members who have a combination of age and years of service equal to eighty (80) years in the District, may retire and be eligible for medical benefits as described in Article 6.2, plus dental and vision benefits made available to certificated unit members under the terms of the operative collective bargaining agreement. The retiree shall be eligible to receive these benefits until covered by Medicare or when the retiree reaches the age of sixty-five (65), whichever occurs first. The unit member must be enrolled in the medical, dental, and/or vision plan at the time of resignation to be eligible to receive this coverage.

6.4. Doctorate

6.4.1. The Doctorate - 5% of the base number used for computing all stipends (See Appendix I). The degree shall be completed at an accredited college or university in an area directly related to the unit member's area of service.

6.5. Supplemental Salaries.

6.5.1. Supplemental salaries and pay for all TK-12 unit members for non-teaching duties will be paid according to the schedule (see Appendix I).

6.5.1.1. It is understood and agreed that non certificated personnel may be utilized in such assignments.

6.5.1.2. The Association is not recognized to bargain for such non unit members, however, unit members employed in the positions are within the scope of the Association's recognition.

6.5.1.3. Unit members authorized by the site administrators shall be paid for the supervision of athletic events, dances, and other Board approved events. Said approved events shall be listed and posted on site faculty bulletin boards by October 1st of each school year. Supervision shall be paid at a rate of .001% of the base number used for computing all stipends (See Appendix I). Forms for payment will be supplied to each school at the beginning of the year.

6.5.1.4. Coordinators/Department Chairpersons at the sixth through eighth (6th – 8th) grade levels and high school must have departments of four (4) or more teachers with exception of CTE. The CTE department must have three (3) or more teachers.

6.5.1.5. Regulations concerning Coordinators/Department Chairpersons:

6.5.1.5.1. Principals shall involve all unit members of each department area in the screening and election of department heads.

6.5.1.5.2. The Principal shall announce the results of the process of Section 6.5.1.5.1 on or before October 1 of each current year. The principal shall put his/her reasons for appointment in writing upon request.
6.5.1.5.3. If a simple majority of the unit members express dissatisfaction in selection the following regulations shall apply:

6.5.1.5.3.1. The principal shall put his/her reasons for the appointment in writing, upon request.

6.5.1.5.3.2. A simple majority of the unit members for that subject or area shall send a signed statement to the Superintendent indicating their reason(s) for the dissatisfaction within ten (10) days after the announced appointment.

6.5.1.5.3.3. Within ten (10) days the Superintendent shall review the recommended appointment with the principal and Assistant Superintendent Educational Services, along with all unit members of the department or areas, to resolve the problem. The written decision shall be sent to all members of the department or area and the principal of the school.

6.6. Substitution Duty for TK-12

6.6.1. When any TK-12 unit member substitutes during his/her preparation/conference period, due to the unavailability of a substitute, he/she shall earn one-sixth (1/6th) the substitute daily rate of pay for each period/hour of substitution (i.e. $175.00 divided by 6 = $29.17 for each hour/period of substitution).

6.6.2. When any TK-12 unit member takes additional students (not to exceed 10) into his/her classroom, as authorized by the site administrator, he/she shall receive one dollar and fifty cents ($1.50) per student per period/hour. If the unit member takes more than ten (10) students, the unit member shall earn one-sixth (1/6th) the substitute daily rate of pay for each period/hour of substitution (i.e. $175.00 divided by 6 = $29.17 for each hour/period of substitution). Payment shall be requested at the end of each month.

6.6.3. If no TK-12 unit member volunteers to take additional students or substitute during his/her preparation period, unit members may be required to provide this service up to six (6) times a year. Any TK-12 unit member providing this service shall earn compensation pursuant to 6.6.1 and 6.6.2 above. Substitution and taking additional students shall be shared equitably by all TK-12 Unit members.

6.7. Substitution Day for ECE’s

6.7.1. When not performing regular service, an ECE unit member will be eligible for the opportunity to substitute for another ECE unit member who is absent from service. Before a substitute is retained to serve for an absent ECE, the District will call all eligible ECE for substitute service, but if there is no answer or immediate acceptance of the substitute assignment, the District may then retain the service of a substitute employee.

6.7.2. Substitute Selection Rotation - Substitute teaching assignments at ECE sites, shall be offered on a rotating basis by certification and seniority to any eligible ECE.
6.8. **Mileage Reimbursement**

6.8.1. **Mileage reimbursement shall be as follows for unit members, as per District Policy:**

6.8.1.1. Unit members assigned to more than one school shall be reimbursed for travel between schools at the rate approved by the Internal Revenue Service as legally deductible on an individual income tax return for all driving done between arrival at the first location at the beginning of their work day and arrival at the last location at the end of the work day.

6.8.1.2. All other mileage reimbursement for unit members shall be requested in writing by the unit member at least forty-eight (48) hours in advance. This shall be subject to review and approval of the Superintendent. The reimbursement for school business shall be at the rate approved by the Internal Revenue Service as legally deductible on an individual income tax return. Emergency exceptions of this provision shall be determined and approved by the Superintendent.

6.8.1.3. Unit members must provide proof of automobile insurance and a valid driver's license.

6.9. **Expense Reimbursement**

6.9.1. **Expense Reimbursement for unit members shall be as follows:**

6.9.1.1. Unit members who are entitled to partial day reimbursement for meals shall receive a per diem which shall be equal to the total meal dollar amount which is in current District policy.

6.9.1.2. Unit members who are entitled to full day reimbursement for meals shall receive a per diem which shall be equal to the total meal dollar amount which is in current District policy.
ARTICLE 7. WORKING CONDITIONS

7.1. Definitions: The following definitions shall apply to this article:

7.1.1. Site Administrator: Shall mean to include the Early Childhood Program Administrator and Director of College, Career, Community Services & Alternative Education.

7.1.2. School Site: Shall mean to include the location(s) where Early Childhood Program services are provided.

7.2. Working conditions will be provided as follows;

7.2.1. Each classroom will have a lockable desk and may have other lockable space.

7.2.2. Restrooms will be designated for staff use only.

7.2.3. Telephones will be available to unit members for required and necessary calls.

7.2.4. Except at Early Childhood Program sites, a unit member shall be designated as Acting Principal and/or Assistant Principal by the second week of school. Should the unit member work beyond the unit member's required work day, he/she shall receive .007 per hour of the first step of said unit member's column. Such additional work shall be authorized in advance by the Superintendent or designee. The District shall supply a substitute for the designated member if the principal is absent for the entire day. If a unit member becomes an interim principal, said unit member shall be reimbursed not less than current Administrative Regulation 4351.

7.2.5. Replacing or repairing personal property of an employee will be done in accordance with Board Policy 3320 and Administrative Regulation 3320.

7.2.6. Examinations for tuberculosis will be required every four (4) years. Such examinations shall be paid by the District per Administrative Regulation 4112, and Education Code sections 44839 and 49406.

7.2.7. Off-street parking facilities at sites will be provided as follows:

7.2.7.1. Paved off-street parking will be available for all unit members at building sites.

7.2.7.2. Unit members at a site with persistent damage to unit members' automobiles shall document the damage and request resolution of the problem as follows:

7.2.7.2.1. Two (2) unit members from the site will present documentation for secured parking to the Superintendent and site administrator in a conference.

7.2.7.2.2. With the utilization or modification of existing facilities, a locked off-street parking facility will be provided as an option to use by unit members at the site if it does not interfere with fire code regulations.

7.2.7.2.3. Upon request, keys will be issued to unit members in the same manner as room keys.
7.2.7.3. The District will pay 50% of the unit member's insurance deductible up to a maximum of $500 under the following conditions:

7.2.7.3.1. The vehicle must be parked within the off-street parking space provided at those schools with fenced lots or on the paved off-street parking lots of those schools without fenced lots.

7.2.7.3.2. The unit member's vehicle is parked, as indicated in section 7.2.7.3.1 above, during the regular workday or on pre-approved district authorized business. (Examples: Back to School Night, Open House, parent meetings, athletic events, etc.).

7.2.7.3.3. The unit member will submit one (1) quote for repair of the vehicle.

7.2.7.3.4. Unit members shall provide proof of insurance deductibility at the time of filing a damage claim.

7.2.7.3.5. Unit members must agree to provide assistance in apprehension and prosecution of the alleged perpetrator(s).

7.2.8. Unit members concerned about sanitary and operational conditions of school site facilities shall notify the site administrator(s) of such concerns in accordance with the following procedures:

7.2.8.1. Unit members shall enter concerns in the custodial log book.

7.2.8.2. If after a reasonable time the concern has not been corrected, the unit member shall notify the school site administrator in writing.

7.2.8.3. Site administrator will inform the unit member of the anticipated timeline necessary for corrections.

7.2.8.4. If concerns have not been rectified within the designated timelines, the unit member will submit them in writing to the Superintendent for immediate action.

7.2.9. Each school site shall maintain an appropriately stocked first aid kit which shall include, among other things, equipment and/or supplies designed to prevent contamination by communicable diseases when properly administering first aid. Disposable latex gloves will be provided.

7.2.10. No student will be assigned to a classroom until and unless proper forms have been secured proving immunization for reasons prescribed by California law.

7.3. Inclement Weather

7.3.1. The District will notify and work with site administrators and staff to identify all site needs during periods of inclement weather. If possible, this notification shall be provided the day prior to the anticipated inclement weather condition. The district will also work with sites to address ways to alleviate the negative impact of such conditions. Inclement weather includes but is not limited to smog, excessive heat, mechanical failure of heating and air conditioning, and smoke from fires.
7.4. Reporting Assaults

7.4.1. Reporting assaults on unit members shall be as follows:

7.4.1.1. Whenever any unit member is attacked, assaulted, or menaced by any person(s) it shall be the duty of the unit member to report the incident to the site administrator.

7.4.1.2. The administrator shall report the incident to the appropriate law enforcement agency, according to the appropriate sections of the Education Code.

7.4.1.3. Within twenty-four (24) hours, the unit member shall submit a written report with copies sent to the site administrator and Superintendent. If a unit member is required to appear in court because of the action taken pursuant to Section 7.4.1.1, the District shall assume all substitute costs during the formal disposition of the case. When absence arises out of or from an assault or injury while performing his/her duties, the unit member may apply for appropriate workers' compensation. If such compensation expires before the unit member is fully recovered, the unit member may apply to the Board of Education for compensation benefits. The request shall be in writing and contain documentation as required for State Compensation claims for the need of compensation. The Board of Education may require further medical examinations at the expense of the District. The Board of Education shall grant or deny the extension within thirty (30) days, and if approval is granted, the case shall be reviewed every thirty (30) days by the Board of Education.

7.4.1.4. Allegation(s) of attacks, assaults on, or menacing of a person in the line of duty by a unit member(s) shall be reported to the unit member and/or immediate administrator within twenty-four (24) hours of knowledge. The District shall pay all substitute costs incurred during the formal disposition of the case.

7.5. School Site Student Discipline Plan

7.5.1. The Association or designee(s) may consult on the school site student discipline plan. Early Childhood, Pre K-8, and 9-12 site discipline plans shall include a district-wide consistent procedure for transfer of students related to behavior problems/social adjustment.

7.6. Student Evaluation Committee

7.6.1. The District shall have a Student Evaluation Committee to address student discipline issues except for those arising in the Early Childhood Program.

7.6.1.1. The Superintendent or designee shall be the chairperson of the committee.

7.6.1.2. The chairperson shall appoint members of the committee as needed up to a maximum of five (5) by October 1.

7.6.1.3. The committee shall develop rules and regulations which shall be submitted to the Superintendent for final approval.

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7.6.1.4. The Association President or designee shall be a member of the committee.

7.6.1.5. Any unit member may refer to the committee, after discussion with the principal, any student whose disciplinary problem is so serious that it could result in expulsion.

7.6.1.6. Referrals to the committee shall include a written description of the problem and all previous efforts to correct the problem.

7.6.1.7. All actions of the committee shall be in compliance with Federal, State, and District regulations.

7.7. Specialized Physical Health Care Services

7.7.1. Students in need of specialized physical health care services shall have those services administered by qualified designated school personnel trained in the administration of such care. Unit members shall be designated as provider at no higher than the fourth level at their site. For purposes of this section, specialized physical health care services include but are not limited to: catheterization, injection, and/or gavage feeding or suctioning. The District shall provide regular training to unit members so as to maintain currency in the administration of the specialized physical health care services identified in this section. It is the intent that unit members be required to perform these procedures only in emergency situations.

7.8. Declaring an Emergency

7.8.1. The site administrator may declare an emergency as defined in Article 3.3 and unit members may be equitably assigned duties as required to correct the emergency. If the declared emergency exceeds five (5) consecutive days, the principal and two unit members shall meet with the Superintendent to resolve the problem. Within two (2) days of a declared emergency, the site administrator and the site Leadership Team shall meet and the administrator shall give rationale for declaring the emergency. If there are three (3) questionable emergencies declared during the school year, the principal and two (2) affected unit members shall meet with the Superintendent to resolve the problem.

7.9. Unsafe Conditions

7.9.1. Unit members who feel they are being required to work under unsafe conditions, or to perform tasks which endanger their health or safety, shall contact the Superintendent or designee, who is authorized to take corrective action and report in writing such corrective action to be taken within a reasonable time to the unit member.
ARTICLE 8. HOURS

8.1. Instructional Day

8.1.1. All unit members shall be on site during the instructional day which shall include at least a 15 minute morning duty free recess/break and up to a forty (40) minute, but no less than a thirty (30) minute, duty free lunch period, however, said duty-free lunch period may be off campus.

8.1.1.1. The hourly rate of pay for all unit members on the certificated unit member’s salary schedule shall be based on their daily rate of pay divided by 7, excluding any supplemental salary.

8.1.1.2. The base pay is determined by the unit member's placement on the salary schedule exclusive of any stipends or supplemental pay.

8.2. Work Year

8.2.1. The scheduled work days shall be according to the District calendar which is included in the appendix. The work year will not exceed 185 service days for returning unit members and 186 service days for new unit members.

8.2.1.1. Counselors and coordinators work year will not exceed 195 service days.

8.2.1.2. Psychologists and Speech and Language Pathologists workday will be eight (8) hours/day. The work year for psychologists will not exceed 198 days. Speech and Language Pathologists work year will be the same as specified in Section 8.2.1

8.3. Site Starting/Stopping Times

8.3.1. Site administrators shall set starting and stopping times after consulting with the faculty.

8.3.1.1. The professional day for Pre K-12 shall begin five minutes prior to the final bell used to indicate the beginning of the instructional day and shall end when the instructional day has been completed and professional responsibilities have been met.

8.3.1.2. The work day for all bargaining unit members on student free/in-service days shall be 6 hours exclusive of lunch.

8.3.1.3. It is understood that on minimum days the work day for unit members shall be equal to a regularly scheduled work day.

8.3.1.4. Unit members will be required to attend Back to School Night and Open House activities as part of their professional responsibilities. Attendance at both of these functions shall not exceed (3) hours and unit members will be compensated at .001% of the base number used for computing all stipends (See Appendix I).
8.4. Routine Office Hours

8.4.1. Routine office hours shall be established at the beginning of each school year. Every effort shall be made to communicate any changes in the routine schedule and/or the absence of night custodial coverage.

8.5. Compensatory Time

8.5.1. Any unit member requested to perform instructional or non-instructional duties outside his/her instructional day shall earn compensatory time for all minutes of duty beyond the instructional day with the following exception:

8.5.1.1. Unit members shall be required to serve five (5) hours of meeting time per month before compensatory time shall be granted.

8.5.1.1.1. There is no provision for debiting any unused hours from month-to-month.

8.5.1.2. Compensatory time shall be awarded for the following:

<table>
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<tr>
<th>SITE</th>
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<tr>
<td>Site/Safety/Meetings</td>
<td>Bilingual Meetings</td>
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<tr>
<td>Grade Level/Dept.</td>
<td>Any District mandated meeting</td>
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<td>Student Study Team (SST)</td>
<td>Grade Level Meetings</td>
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<td>IEP Meetings</td>
<td>Safety Committee</td>
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<td>Leadership Team</td>
<td>Special Education Meetings</td>
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<td>Staff Meetings</td>
<td>Instructional Council</td>
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<td>Any school sponsored event after the student instructional day</td>
<td>In-Services (other than staff development days)</td>
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<tr>
<td>School Site Council</td>
<td>Curriculum Meetings</td>
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8.5.1.3. Compensatory time shall not be awarded for the following:

Conferences: Parent/Student Telephone

Preparation: Report Cards/Progress Reports

IEP Writing

Cums

Referrals

8.5.1.4. Compensatory time not listed in 8.5.1.2 shall be pre-approved by the site administrator.

8.5.1.5. Supplementary salary exceptions to earning compensatory time as per 8.5.1.2 are as follows:

Teaching and Learning Coach (TLC) - Leadership Team and SST
Special Education Teachers - Special Ed Meeting and IEP
8.5.2. Site administrators shall establish a system for monitoring compensatory time after consultation with staff.

8.5.2.1. Each unit member shall be responsible for maintaining a record of his/her compensatory time. (See Appendix J)

8.5.2.2. Compensatory time shall be recorded and verified within ten (10) instructional days of accrual in accordance with Section 8.5.2 above.

8.5.3. Accumulated compensatory time may be used as follows:

8.5.3.1. Six (6) compensatory hours shall entitle the unit member to take one (1) full day of compensatory time.

8.5.3.2. Six (6) compensatory hours shall entitle the unit member to one full day of substitute pay at the long term substitute rate.

8.5.3.3. The one (1) full day of time may be taken at any time after the accumulation of six (6) hours.

8.5.3.4. Attendance at staff development days is an important professional obligation. Personal choice days and Compensatory (Comp) time may not be used on scheduled staff development days.

8.5.4. Any unit member who completes the work year with unused/unpaid hours shall have the option of carrying the time forward to the next school year, or be paid for unused hours as per Section 8.5.3.2. Any unit member who retires shall be paid for unused hours.

8.5.4.1. A unit member who carries time forward shall notify his/her site administrator who will appropriately record the hours carried forward.

8.6. Pupil Minimum Days

8.6.1. On days of an emergency release of pupils, or on pupil minimum days unit members shall be expected to maintain their professional responsibilities.

8.7. Personal Emergency

8.7.1. Should a personal emergency arise during the instructional day involving imminent danger to family or real property, the unit member shall be allowed to leave campus as soon as his/her class or duties can be shifted to another certificated employee, but no later than thirty minutes after notification of said emergency. This section shall not apply in those situations where, by law, the unit member is required to stay with students under his/her supervision until released by appropriate authorities.
8.8. Voluntary Substitution

8.8.1. Whenever a unit member substitutes for another unit member on a voluntary basis, which means a mutual agreement between unit members, there shall be no reimbursement. All such agreements shall be reviewed and approved by the site administrator. Credit time may be subtracted by unit members from the non-teaching time of the work day. Written notification shall be given to the site administrator.

8.9. Bus and Yard Duty Assignments

8.9.1. Certificated employees will not be required to serve bus and/or yard duty.

8.10. Stipend for Special Services

8.10.1. Unit members who receive a stipend for special services may have working hours extended by mutual agreement to complete assignments.

8.11. Preparation/Conference Time (6-12)

8.11.1. Preparation/conference time in grades 6-12 shall be not less than one classroom period, excluding TK/K-6 school(s). A unit member who voluntarily accepts an offer of an extra teaching assignment during his/her conference/preparation period shall receive compensation at the rate of one-sixth (1/6) the unit member’s daily rate of pay for each period/hour of substitution.

8.11.1.1. Unit members who teach a minimum of four (4) periods of English with writing as the core of their curriculum shall receive one (1) release day per quarter in addition to their daily conference period. Unit members shall report to their school site on these days.

8.11.1.2. The Preparation/Conference time shall be unencumbered by District/Site meetings, unless mutually agreed upon by site unit members and site administrators, and will be used in the following ways:

8.11.1.2.1. Teacher classroom planning, parent conferences, teacher pupil conference, record keeping tasks, individual conferences with Principal or designee, individual conferences with Consulting Teacher, and pre-approved off campus school related activities.

8.12. Site Meetings

8.12.1. A meeting schedule shall be established at each site. Except in an emergency, changes to the established schedule shall be communicated to the faculty in writing no later than twenty-four (24) hours prior to the proposed change.

8.12.2. No meeting shall be longer than sixty (60) minutes in length unless mutually agreed upon by the participants or as otherwise permitted in this agreement.

8.13. School Improvement Program/In-service Schedule

8.13.1. Teachers at each site shall be asked for their input on the in-service schedule under the School Improvement Program.
8.14. Special Training

8.14.1. If the District mandates a program which requires special training, in-service will be provided during the instructional day.

8.15. Exceptions to Meetings

8.15.1. Except in an emergency as defined in Section 3.3, no meetings shall be called on the days before Thanksgiving, winter and spring recess or any minimum days scheduled for the last week of school.

8.16. Early Release Days

8.16.1. Elementary TK – 8 (including Special Ed Pre School) Schools

8.16.1.1. Early release days shall be scheduled one day per week.

8.16.1.2. No more than two early release day meetings of ninety (90) minutes each may be scheduled in any calendar month. Any other meeting on early release days shall not exceed sixty (60) minutes. No more than four (4) early release day meetings or other faculty meetings may be scheduled in one calendar month.

8.16.1.3. The start time of meetings shall be within fifteen (15) minutes of the end of the student instructional day, unless the staff at a site agrees to a later start time. This later start time shall be no more than twenty (20) minutes after the end of the student instructional day.

8.16.1.4. Except for CTEs, regular teachers may leave at the end of the student instructional day on any early release day when no meetings are scheduled for that teacher. CTE unit members must fulfill their hourly obligation for the day.

8.16.1.5. Except for CTEs, regular teachers may leave at the end of any scheduled meetings. CTE unit members must fulfill their hourly obligation for the day. The meeting times listed in 8.16.1.2 are maximum times.

8.16.1.6. The schedule for early release day meetings shall be consistent with other provisions of Article 8.

8.16.2. High School 9-12

8.16.2.1. The District in cooperation with the Association, shall develop a schedule of early release days and other site meetings.

8.16.2.2. No more than two early release day meetings of ninety (90) minutes each may be scheduled in any calendar month. No more than two additional meetings, not to exceed sixty (60) minutes, may be scheduled in any calendar month. Other meetings shall be consistent with other provisions of Article 8.
8.16.2.3. The start time of meetings shall be within fifteen (15) minutes of the end of the student instructional day, unless the staff at a site agrees to a later start time. This later start time shall be no more than twenty (20) minutes after the end of the student instructional day.

8.16.2.4. Except for CTEs, regular teachers may leave at the end of the student instructional day on any early release day or scheduled meeting day when no meetings for that teacher are scheduled. CTE unit members must fulfill their hourly obligation for the day.

8.16.2.5. Except for CTEs, regular teachers may leave at the end of any scheduled meetings. CTE unit members must fulfill their hourly obligation for the day.

8.16.2.6. The schedule for early release day and other faculty meetings is the total obligation of meeting time for general education teachers. Any other meetings shall be in accordance with other provisions of Article 8.

8.16.2.7. The early release day provisions shall not be applicable to Mt. Olive Innovation and Technology High School, unless the faculty specifically agrees to start such a program under the provisions in Section 8.16.2.

8.16.3. The total annual student instructional minutes at any site or grade level shall not be increased as a result of the implementation of early release days.

8.16.4. The provisions of this section shall be reviewed at the expiration of each contract for continuance and/or possible modification to insure that the program continues to meet the needs of the District and the Association.

8.17. Parent Conferences

8.17.1. Teachers shall not be required to conference outside their professional work day, and not to exceed the school’s routine office hours.

8.17.2. Fall conferences will be for all students TK-5, and 6th grade when it is a self-contained classroom.

8.17.2.1. Fall conferences are intended to notify parents of student progress on grade level standards.

8.17.2.2. Teachers are required to make reasonable effort to notify and conference with parents.

8.17.3. Spring conferences TK-5, and 6th grade when it is self-contained, are optional, except for at-risk students. At-risk students are defined as students not meeting grade level expectations in any of the following areas:

- academics
- behavior/social-emotional
- attendance
- EL/LTEL
8.17.3.1. Notification from the school site administration shall be sent to the parents explaining the parameters for spring conferences.

8.17.3.2. Teachers are required to make reasonable effort to notify and conference with parents of at-risk students.

8.17.4. Teachers shall provide a list of conferences requested, and a conference schedule prior to the start of conference week. Teachers shall provide a sign in sheet to the administrator after conference week.
ARTICLE 9. ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES


9.1.1. Initial assignment refers to any action by the Board and/or Superintendent or designee, which results in the placement of a newly hired unit member in a site location or locations at a particular grade level or levels and in a position of responsibility for teaching a particular subject or subjects. The initial assignment shall be made at the time the unit member is employed.

9.1.2. An assignment refers to the grade level or levels and subject or subjects taught or services performed by a unit member pursuant to a specific credential at a particular site or sites. For purposes of a reassignment, at the elementary level this refers to a change in grade level or levels and at the secondary level this refers to a change in subjects taught. Reassignments do not involve requests to change either between CTE credentialed assignments and regular TK-8 multiple subject or between CTE credentialed assignments and secondary single subject credential assignments.

9.1.3. A transfer refers to any action by the Board and/or Superintendent or designee that results in the movement of a unit member from the assignment held at a particular site to another site or sites, where the same assignment if offered.

9.1.4. Voluntary refers to unit member initiated action.

9.1.5. Involuntary refers to Board and/or Superintendent or designee action.

9.1.6. A vacancy refers to any position that will require service for seventy-five percent (75%) of the year, and will be filled by initial assignment, change of assignment, or transfer.

9.1.7. A unit member’s seniority date shall be the first day in paid service in a probationary position in accordance with Education Code 44845, with the exception of unit member’s covered under Education Code 44931.

9.1.8. When the transfer or change of assignment of a unit member requires transportation of the unit member’s materials to a different location, whether on the same site or a different site, the Board will provide the transportation when requested by the unit member.

9.1.9. Upon request, the unit member shall receive one (1) day of leave for professional preparation and/or moving of materials for a reassignment or transfer if such takes place after the first teacher work day of the school year.

9.1.10. All unit members shall receive notice stating that they can expect to remain in their present assignments or expect to be transferred, or have their assignments changed for the following school year, not later than five (5) working days prior to the last teaching day of the school year.

9.1.11. In the event of a change in assignment contemplated after the date noted as per Section 9.1.10, the unit member shall be notified in writing. If requested in writing, reasons shall be provided in writing before the change in assignment becomes final.
9.1.12. All vacancy notices referenced in this section shall be sent electronically to employee’s district email account. During any break periods of more than five days, the vacancy notices shall be mailed to each member’s address on file with the payroll department in addition to being sent electronically. The vacancy notice shall contain a closing date for submitting requests for change of assignment or transfer, which shall be no less than five days from the date of posting. No change of assignment, transfer or consideration of applicants outside of the district shall be made until after the closing date.

9.1.13. No request for voluntary reassignment or voluntary transfer shall be denied, nor shall any involuntary reassignment or involuntary transfer be made, for an arbitrary or capricious reason or without a basis in fact.

9.1.14. A unit member whose request for change of assignment or transfer is denied may appeal to the superintendent within two (2) days of notice of the denial. The superintendent shall meet with the employee and shall make a decision, which will be final.

9.1.15. District Wide staffing procedure to be followed annually, in this order:

9.1.15.1. Identify staffing requirements and teacher allocations to school sites upon projected enrollment. This process shall be completed no later than April 30.

9.1.15.2. Identify known vacancies due to resignations, retirements, and non-re-election of personnel, vacancies resulting from the expiration of temporary contracts, projected increases in a school enrollment or any other reason as of April 30.

9.1.15.3. Identify any potential displacements from grade levels or subjects at each site using procedures in Section 9.6.5 and notify affected unit members by April 30. Principals will also distribute the Preferences for Assignment, (See Appendix C-1A) to unit members by April 30.

9.1.15.4. Principals will request unit members to submit their preferences for their assignment for the following year, including preferences for moving to positions known to be vacant, no later than May 10 (See Appendix C-1B).

9.1.15.5. Principals will make tentative assignments based upon known vacancies and take into account the needs of the school, the students and the unit member no later than 10 days after preferences have been submitted or not later than May 20. This process may also include changes in assignment that are mutually agreed to by the district and the unit member and involuntary reassignments using the procedures in Section 9.4.

9.1.15.6. Unit members who have had their assignments involuntarily changed and do not agree to the reassignment may utilize Section 9.4.2 to request a voluntary transfer. Such a request does not change or jeopardize the tentative assignment.

9.1.15.7. At this point, remaining vacant positions are posted at each site for unit members to make formal requests for voluntary reassignments pursuant to Section 9.2 of the contract. Requests for voluntary reassignments shall be submitted by May 24.
9.1.15.8. After the site voluntary reassignment procedure is concluded, all vacancies within the district shall be compiled by the Personnel Department and posted to enable all unit members to make voluntary transfer requests pursuant to Section 9.3. The Personnel Department shall post the vacancies not later than May 28 and voluntary transfer requests are due not later than June 4.

9.1.15.9. The voluntary transfer requests are processed and unit member’s requests for voluntary transfers are acted upon in accordance with Section 9.3 by June 5.

9.1.15.10. Unit members shall be given their notice of expected assignment required in Section 9.1.10 not later than five days before the end of the school year (See Appendix C-2).

9.1.15.11. Any vacancies that occur as a result of the granting of voluntary reassignments, voluntary transfers or vacancies that occur for any reason including resignation and retirements after April 15 shall be part of the subsequent step outlined in Section 9.1.15. Any vacancies that occur after May 25 shall be posted for not less than five work days to allow unit members to apply for voluntary reassignments or voluntary transfers and the district may also post the position for applicants from outside the district. Unless a unit member is granted a voluntary reassignment pursuant to Section 9.2.3, the district shall interview all candidates for voluntary reassignment and/or voluntary transfer before considering applicants from outside the district. This procedure shall apply to any vacancies occurring up to 15 work days before the start of school.

9.1.15.12. For any vacancies that occur after 15 work days before the start of school and within the school year, the district may advertise the position for voluntary reassignment, voluntary transfer and/or for applicants outside of the district. If the district determines to advertise the position solely to applicants from outside the district, the position shall be considered “vacant” at the end of that school year for the purpose of voluntary reassignments and voluntary transfers, unless the district can document that no unit member holds an appropriate credential for the position or that all unit members who hold an appropriate credential for that position do not wish to be reassigned or transfer to the position.

9.1.15.13. The district shall always allow unit members to apply for newly-created or vacant positions that are within the unit, but outside of the classroom.

9.1.15.14. Should unforeseen circumstances occur, the District and the Association may adopt a Memorandum of Understanding for that year that adjusts the timelines described in Section 9.1.15

9.2. Voluntary Reassignments (For the subsequent school year)

9.2.1. A unit member may request a voluntary change of assignment in writing to the site administrator using “Request for Change of Assignment or Transfer.” (See Appendix C)

9.2.2. A unit member shall be granted the Change of Assignment, except as noted below, if the requested change in grade level at the elementary level is within one grade of the level currently being taught or at the secondary level is within the same department currently being taught. This section cannot be used at the secondary level to request reassignment
to any elective offering or to any assignment requiring special training or experience, including but not limited to Advanced Placement or Honors courses. A site administrator may deny a request for voluntary reassignment if there are documented deficiencies in performance in the employee’s most recent evaluation, defined as other than “meets and/or exceeds standards” rating in any part of the summary evaluation, has been properly noticed that he/she will be removed from the five-year evaluation cycle and returned to the every other year cycle, is on a performance improvement plan or has received discipline for any reason under Section 14.3 in the prior twelve (12) months.

9.2.3. If more than one unit member requests a Change of Assignment to the same position, the site administrator shall meet with the applicants and after considering their qualifications determine the teacher best suited to the assignment.

9.2.4. An eligible unit member shall be granted a Change of Assignment pursuant to Section 9.2.2 only once every four years.

9.2.4.1. An eligible unit member may request a Change of Assignment more frequently, but the site administrator shall have discretion as to whether to grant the request.

9.2.5. If a unit member requests a move of more than one grade level from their current assignment at the elementary or secondary level or to a different department in which the unit member is authorized to teach at the secondary level or to a different career technical discipline, the site administrator may grant or deny the request. Before a decision is reached on such a request, the site administrator shall meet and discuss the reasons for the request with the unit member.

9.2.6. A unit member shall be notified of the action taken on their request as soon as practical after the decision is made.

9.2.7. If a unit member is denied the change of assignment, upon request, the unit member shall be provided with the specific reasons for the decision in writing within five (5) days of the request.

9.2.8. A unit member whose request for voluntary reassignment is denied may appeal to the superintendent within two (2) days of notice of the denial. The superintendent shall meet with the employee and shall make a decision, which will be final.

9.3. Voluntary Transfer (For the subsequent school year)

9.3.1. A notice of vacancies in the district shall be distributed to all unit members as required under Section 9.1.15.8.

9.3.2. The vacancy notice shall contain a closing date for the voluntary transfer request, which shall be made in writing on the “Request for Change of Assignment or Transfer” (See Appendix C).

9.3.3. While the decision on approval of the transfer rests with the District, a site committee composed of a majority of unit members shall participate in interviewing each candidate for transfer and make recommendations to the site administrator.
9.3.4. The following shall be considered in evaluating the request for a voluntary transfer (list of criteria to be considered is not presented in priority order): credentials held by the unit member; unit member’s strength in the grade level or subject matter as documented through observation and documentation by the site administrator; unit member’s major and minor field of study; unit member’s district wide seniority; unit member’s extracurricular assignments; staffing needs of the school and quality of performance as determined by the supervisor responsible for evaluation.

9.3.5. Unit members applying for a transfer shall be interviewed and a decision made before consideration of any persons outside of the school district. This procedure shall apply up to fifteen (15) days prior to the start of school in accordance with Section 9.1.15.11.

9.3.6. If an employee is requesting a transfer at the same or within one grade level of the unit member’s current assignment, the presumption shall be that the unit member is qualified for the transfer and any decision to not grant the transfer shall be accompanied by specific and documented reasons, which shall be communicated to the unit member.

9.3.7. If more than one unit member is requesting a transfer to the same position, provided that one of the unit members applying is selected for the position, those applicants not selected shall not be entitled to reasons for the decision.

9.3.8. A unit member whose request for a voluntary transfer is denied may appeal to the superintendent within two (2) days of notice of the denial. The superintendent shall meet with the employee and shall make a decision, which will be final.

9.4. Involuntary Reassignment

9.4.1. Prior to the change of assignment, written notice of the involuntary reassignment, including specific reasons when requested in writing by the unit member, shall be given to the unit member during a conference.

9.4.2. Unit members being involuntarily reassigned shall have the right to indicate preferences from a list of vacancies, and the District shall consider the following (list of criteria to be considered is not listed in priority order): credentials held by the unit member; unit member’s strength in the grade level or subject matter as documented through observation and documentation by the site administrator; unit member’s major and minor field of study; unit member’s district wide seniority; unit member’s extracurricular assignments; staffing needs of the school and quality of performance as determined by the supervisor responsible for evaluation.

9.4.3. Unit members being involuntarily reassigned shall be placed in positions as comparable as possible to their current assignment.

9.4.4. A change of assignment to or from a combination class assignment, which includes any of the current grade levels taught by the unit member shall not be considered an involuntary change of assignment.

9.4.5. A change of assignment at the secondary level that includes any of the subjects or grade levels than being taught by the unit member shall not be considered an involuntary change of assignment.
9.4.6. The District and the Association both agree that continuity of service in a grade level or subject is important in a teacher being able to provide effective instruction in the long term and agree that a teacher will not be either involuntarily transferred or involuntarily reassigned more than twice in any four-year period, unless the teacher is specifically required to be displaced under the provisions of Section 9.5 or Section 9.6.5.1. In addition, any reassignment or transfer required under the provisions of Section 9.5 or Section 9.6.5.1 shall not be counted as one of the two re-assignments or transfers in a four-year period allowed.

9.4.7. A unit member who is involuntarily reassigned may appeal to the superintendent within two (2) days of notice of the denial. The superintendent shall meet with the employee and shall make a decision, which will be final.

9.5. Involuntary Transfer

9.5.1. Involuntary transfers will be made only due to documented need for a specific credential, change or loss of enrollment, reorganization, or documented legal requirement.

9.5.2. The following priorities shall be used in determining which unit member(s) shall be involuntarily transferred:

9.5.2.1. Volunteers from unit members at the site.

9.5.2.2. Except for CTE assignments, the permanent versus probationary status of unit members at the site

9.5.2.2.1. If there are not volunteers, permanent site unit members shall be given preference over site unit members with probationary status.

9.5.2.2.2. Site unit members with Probationary 2 status shall have preference over site unit members with Probationary 1 status.

9.5.2.3. Credential status (Clear, Preliminary, Intern) of unit members

9.5.2.3.1. Site unit members with a Clear credential authorization shall have preference over site unit members with Preliminary or Intern Credentials.

9.5.2.3.2. Site unit members with a Preliminary credential shall have preference over site unit members with Intern Credentials.

9.5.2.4. District wide seniority of site unit member

9.5.2.4.1. If permanency and credential status do not determine transfer status, the unit with the higher ranking on the district seniority list shall be given preference.

9.6. Displaced Teachers Protocol

9.6.1. This section will govern, in place of or in addition to other sections, when openings are created within the district or school site as a result of a reduction in force or a loss of enrollment.
9.6.2. Staffing will be based on enrollment projections for the next year.

9.6.3. Sites that are overstaffed will:

9.6.3.1. Seek volunteers to go into the displaced staffing pool.

9.6.3.2. Follow contract language in Sections 9.5.2.2, 9.5.2.3, 9.5.2.4 to determine who will be placed in the displaced staffing pool.

9.6.4. Voluntary Transfers. A person requesting a voluntary transfer to another school shall be included in the displaced staffing pool. All requests for voluntary transfer must be received in the Personnel Department not later than the date specified by the Personnel Department should Section 9.6 be utilized in a specific year.

9.6.5. Site internal displacement process to be followed:

9.6.5.1. Elementary principals will identify vacancies and tentatively assign teachers pursuant to Section 9.1.15.1 to 9.1.15.5. Any movement of teachers will be limited to two (2) grade levels above or below the teacher’s current assignment. If, after a discussion with the Principal, the teacher may appeal to the Superintendent within two (2) days of the decision. The Superintendent’s decision will be final.

9.6.5.2. Displaced Employee Process. As staffing needs are determined:

9.6.5.2.1. Identify the vacancies by site of displaced teachers within grade levels.

9.6.5.2.2. Volunteers within a grade level will move to vacancies within the school site.

9.6.5.2.3. In the absence of volunteers, the least senior unit member, based upon district seniority, at that grade level will be displaced.

9.6.5.2.4. The displaced unit members within a school will choose a vacancy closest to their current grade level assignment. For purposes of maintaining displaced unit members as close to their current assignment as possible, volunteers at the site will be considered for voluntary reassignment.

9.6.5.2.5. If the displaced unit member does not express a preference, the site administrator will attempt to place the unit member one/two grade levels above or below their present position.
9.6.5.2.6. After all current classroom teachers have been placed, any unfilled site openings will be made available to any site unit member with an out of classroom assignment who is returning to the classroom on the basis of district-wide seniority. If no vacancies exist at the site, then the unit member with an out of classroom assignment will be placed into the displaced staffing pool.

9.6.5.2.7. If the displaced unit member does not accept a vacancy at the site, he/she is then placed into the district displaced employee pool.

9.6.5.2.8. At this point in the process, resulting vacancies district wide will be frozen.

9.7. District-wide displacement process.

9.7.1. As soon as staffing needs are determined for the following school year and displaced unit members have been identified, the following process and guidelines will be used to find the most suitable assignments for the displaced teachers.

9.7.1.1. The process will proceed in progressing “rounds,” each round to be accomplished in three to four days or less.

9.7.1.2. Each round will begin by providing principals and displaced teachers with a vacancy list of positions for the following school year.

9.7.1.3. Displaced teachers will be asked to select their first choice for available openings. Displaced teachers will be able to call, fax or email the Assistant Superintendent Personnel with his/her choice. Each round will have a specific date/time for displaced teacher response. Any displaced teacher not meeting the deadline will be deferred to the next round.

9.7.1.4. Once the Assistant Superintendent Personnel has the displaced teachers’ choices, he/she will provide principals with names of the candidates for the school site opening(s). Principals will interview displaced teachers who have applied for each opening and notify the Assistant Superintendent Personnel of their selection.

9.7.1.5. If there is a sole applicant for a specific vacancy, the displaced teacher will be assigned to that position.

9.7.1.6. If a second or more rounds are needed, the remaining displaced teachers will receive a list of the remaining openings and will select their first choice from those positions.

9.7.1.7. Principals will be provided a list of the remaining displaced teachers. Each round will contain its own specific deadline and times and will follow the same criteria outlined above.

9.7.1.8. Any such future rounds shall continue as outlined above until all displaced teachers are placed.
9.7.1.9. Once a candidate is placed, the placement is considered final.

9.7.1.10. Should an opening occur at the unit member’s former site until the Friday before the beginning of the school year, the unit member will be offered the opportunity to return to their former site to a vacant position for which he/she meets the proper credential requirements. Unit members may decline this offer to return to their former site.

9.7.1.11. If a vacancy at the displaced unit member’s former site occurs after the Friday before the beginning of school, the displaced unit member will remain at their current site, but will be afforded the opportunity to return to their former site the following year should a vacancy occur.
ARTICLE 10. CLASS SIZE

10.1. Average Class Size

10.1.1. The District will maintain the following average class size at each site for grades TK-3 but use district averages for grades 4-12. The District will maintain the following class size on a quarterly basis starting at the end of the first quarter of each school year.

<table>
<thead>
<tr>
<th>Class</th>
<th>Average Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transitional Kindergarten</td>
<td>24</td>
</tr>
<tr>
<td>Grade 3</td>
<td>29</td>
</tr>
</tbody>
</table>

10.2. Maximum Class Size

10.2.1. The District agrees that no class will exceed the following maximum class size for more than ten (10) school days; thirty (30) days during the first quarter for grades 9-12. School days are days when students are in attendance:

<table>
<thead>
<tr>
<th>Class</th>
<th>Maximum Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transitional Kindergarten</td>
<td>33</td>
</tr>
<tr>
<td>Grade 1</td>
<td>29</td>
</tr>
<tr>
<td>Grade 2-3</td>
<td>31</td>
</tr>
<tr>
<td>Grade 4-6</td>
<td>32</td>
</tr>
<tr>
<td>Grade 7-12</td>
<td>37</td>
</tr>
</tbody>
</table>

10.2.1.1. Early Childhood Program Class Size: The District will maintain a maximum class size in Early Childhood classrooms, as permitted by state law and regulation, presently of 24 students per class.

10.2.2. It is the goal of the district to equitably distribute combination classes.

10.2.3. No combination class will contain more than two grade levels without concurrence of the classroom teacher.

10.2.4. Larger class sizes may be assigned to avoid split-grade combinations when the classes involved do not exceed the class size maximum in section 10.2.1.

10.2.5. To avoid establishing a combination class at the elementary level, the District shall examine whether implementation of the procedure in section 10.5.1 would eliminate the need for a combination class. If using the procedure would eliminate the need for the combination class, the District may utilize this section.

10.2.6. Teachers of combination classes shall receive the stipend amount in the “Supplemental Salary Schedule and Regulations” (See Appendix I). Any teacher assigned a combination class under the provisions of this article on or after the 21st school day shall receive the stipend.

10.3. Class Load – Grades 6-12

10.3.1. The District agrees that no teacher's class load in grades 6-12 shall exceed a maximum of 180 students per day based on a five (5) period teaching day. Students will be distributed as equitably as possible.
10.4. Exceptions to the regulations

10.4.1. Exceptions to the regulations are as follows:

- Special Day Classes
- Physical Education Classes - Physical Education classes at the secondary level will average 45 students with a maximum of 55 in any one class.
- Band
- ELD (7-12) - 25 maximum
- Chorus
- Drill Team (Auxiliary Units)
- Shop - 24 maximum
- CTE – Academy Classes – Culinary Arts – 25 Maximum and any other course sequenced with the Culinary Arts Class.

10.5. Class Size Increase

10.5.1. Whenever the site administrator or designee determine that a class size increase of up to two (2) students might benefit the welfare of the students, the following procedures will be implemented.

10.5.1.1. The unit member and site administrator shall meet with a member of the Association and resolve the issue in writing.

10.5.1.2. If a resolution of the issue cannot be made at the building level in five (5) days, upon the request of the unit member and/or site administrator, a meeting shall be requested with the Superintendent or designee to resolve the issue. The unit member, Coordinator/Department Chairperson, Association representative, and site administrator, will meet with the Superintendent, or designee to mutually resolve the issue in writing.
ARTICLE 11. EVALUATIONS

11.1. General Information

11.1.1. The District and the Association agree that it is essential for both unit members and administrators to work together in a collegial atmosphere which provides for ongoing dialogue (communication) concerning academic and behavioral goals, as well as the unit member’s growth as a professional.

11.1.2. This Article is intended to be a part of the ongoing and regular exchange of ideas to commend or improve delivery of education services. Routine exchanges about progress toward the common goal of improving the quality of education for all students are expected.

11.1.3. It is agreed that the intent of the following sections of this Article is to implement procedures for observation and evaluation in a reasonable and mutually beneficial manner.

11.1.4. It is agreed that formal written evaluation procedures include: goals and objectives based on the California Standards for the Teaching Profession (CSTP), formal and informal observations, appropriate pre-and post-observation conferences, and other appropriate forms of communication. A summative evaluation document shall be generated by the evaluator, based on these components.

11.2. Timelines

11.2.1. Orientation Meeting: No later than the end of the eighth week (8th) of the school year. The immediate supervisor shall assist evaluatee(s) by holding at least one meeting (group or individual) to explain practices, procedures, timelines, and documents related to the evaluation process.

11.2.2. Evaluators and unit members shall adhere to the following timelines:

11.2.2.1. Criteria for annual unit member evaluation shall be developed and agreed to no later than the end of the ninth (9th) week of the school year. (See Appendix D-1).

11.2.2.2. An interim (mid-year) evaluation shall be completed for Temporary, Probationary I, and Probationary II unit members no later than the end of the first semester (1st) of the school year (See Appendix D-5).

11.2.2.3. Summative (final) evaluation for Probationary II unit members will be completed by March 15, per Education Code Section 44929.21(b) (See Appendix D-6).

11.2.2.4. Summative (final) evaluations for Probationary I, Temporary, and Permanent unit members shall take place no later than thirty (30) days prior to the end of the school year, per Education Code Section 44663 (See Appendix D-6).
11.3. Procedures

11.3.1. No later than the end of the ninth (9th) school week of the year in which the evaluation is to take place, the evaluator and the unit member shall meet and mutually agree to the elements upon which the evaluation is to be based, as defined in the Summary Evaluation document. Goals and objectives for this evaluation process shall be based on the California Standards for the Teaching Profession (CSTP).

11.3.1.1. All approved forms of the Summary Evaluation shall be numbered and included in the Appendix.

11.3.2. Failure to reach agreement on any of the elements and/or components of an evaluation shall activate the following procedure:

11.3.2.1. The evaluator must meet with the unit member and a representative of the Association in an informal conference within five (5) days to attempt to resolve the disagreement.

11.3.2.2. If agreement is not reached as per 11.3.2.1, the unit member and the evaluator shall each exchange a written rationale and submit them to the Assistant Superintendent Educational Services within ten (10) days of the informal conference.

11.3.2.3. The evaluator and the unit member shall meet with the Assistant Superintendent Educational Services and an Association representative within five (5) days of submission of written rationale, as per 11.3.2.2, to attempt to resolve the disagreement.

11.3.2.4. If agreement is not reached as per 11.3.2.3, the unit member and the evaluator shall each submit a written rationale to the Superintendent with a copy to the Association within five (5) days of the conference with the Assistant Superintendent Educational Services.

11.3.2.5. The evaluator and the unit member shall meet with the Superintendent and a representative appointed by the Association within five (5) days of submission of the written rationale, as per 11.3.2.4, to attempt to resolve the disagreement. Within five (5) days, the Superintendent shall send a written decision to the evaluator and the unit member.

11.4. California Standards for the Teaching Profession (CSTP)

11.4.1. Unit member competency shall be evaluated as it reasonably related to the California Standards for the Teaching Profession, including:

11.4.1.1. Engages all students in the learning process.

11.4.1.2. Creates and maintains an effective environment for student learning.

11.4.1.3. Understands and organizes content knowledge for students learning.

11.4.1.4. Plans instruction and designs effective learning experiences for all students.
11.4.1.5. Assesses student learning to determine instruction.

11.4.1.6. Develops as a professional educator.

11.4.1.7. Fulfills professional responsibilities.

11.4.2. For each California Standards for the Teaching Profession (CSTP), at least one teaching outcome (objective) shall be determined through mutual agreement between evaluator and evaluatee. This agreement shall include strategies for implementation, methods, and assessments.

11.4.3. Each evaluator shall participate with the evaluatee in establishing the techniques and procedures for assessing the way in which the California Standards for the Teaching Profession have been achieved.

11.5. Evaluation Frequency

11.5.1. Evaluation and assessment of the performance of unit members shall be made on the following basis:

11.5.1.1. Every school year for probationary or temporary unit members.

11.5.1.2. Every other year for permanent unit members with less than ten (10) consecutive years of experience in the District.

11.5.1.3. Upon mutual agreement, at least every five (5) years for unit members who: 1.) are designated as a highly qualified teacher under NCLB, 2.) have ten (10) or more consecutive years of experience, and 3.) have evaluations rating them as meets or exceeds standards at the time of the last evaluation.

11.5.1.3.1. Unit members or site administrators may elect to change the evaluation cycle from every five (5) to every other year in the following manner:

11.5.1.3.1.1. A site administrator or designee must notify a unit member of possible intent to evaluate the unit member during the subsequent year by the end of the first (1st) semester of the prior school year in which the next evaluation will take place. (See Appendix M-1).

11.5.1.3.1.2. The unit member must be notified by May 15 in writing on a form provided by the district (See Appendix M-1) of the administrator’s intent to evaluate the unit member the following year.

11.5.1.3.1.3. Any unit member may return to the two-year (2) cycle by notifying the site administrator in writing no later than May 15 of the year prior to the evaluation year.
11.5.2. Unit members who are hired past the midpoint of the school year shall be evaluated by the site administrator as per 11.7.2 of this article.

11.5.3. All teachers serving in a new assignment resulting from transfer or from movement in or out of the classroom shall be evaluated during the first (1st) year of the new assignment. Thereafter, unit members shall resume their usual cycle in accordance with the provisions set forth in 11.5.1 of this Article.

11.5.4. Interrupted Evaluations: In the event that the evaluation process of a permanent bargaining unit member is interrupted due to illness, accident, or injury for more than 50% of the available teaching days, the evaluation shall be continued into the next school year using current goals and objectives and beginning on the first (1st) day of the next school year.

11.5.4.1. The goals and objectives document may be amended in writing to adjust to specific changes in teaching assignment.

11.5.4.2. The summative evaluation in the succeeding year shall include the data, observations and information generated throughout the two-year (2) period.

11.5.4.3. The interrupted evaluation process shall not be extended into the third-year (3rd).

11.6. If a permanent bargaining unit member’s performance is determined to be unsatisfactory or needs improvement on the overall assessment as rated on the Summative Evaluation, the bargaining unit member shall be evaluated during the successive year provided:

11.6.1. The evaluator informs the unit member, in writing, of the identifiable standards and/or related reason(s) for the evaluation. Such notice shall be included on the summative evaluation, and shall include the information required by other provisions of the Article.

11.6.1.1. Any such evaluation shall be conducted according to the provisions set forth in this Article.

11.7. Observation Definitions and Procedures

11.7.1. Observations shall be both scheduled and unscheduled, formal and informal.

11.7.1.1. At least one (1) formal classroom observation of thirty (30) minutes, or more, duration shall be held. Such observations shall be scheduled at least five (5) days in advance.

11.7.1.2. A formal observation post-conference shall be held not more than ten (10) school days after the observation to review the evaluator’s findings with the unit member.

11.7.1.3. Formal observations shall be followed by a written report from the evaluator as per Appendix D. The written report shall include recommendations, if necessary, as to areas for improvement in performance.

11.7.1.4. Unit members who receive unsatisfactory observations shall be entitled to assistance as per Article 11.8.
11.7.1.5. Unit members who receive an unsatisfactory observation may request additional observations by the site administrator and/or, by mutual agreement, an evaluator other than the site administrator.

11.7.2. Informal observations may include scheduled and unscheduled classroom visitations and other appropriate forms of communication.

11.7.2.1. If informal observations are used for the purposes of a summative (final) evaluation, they shall be documented on the Informal Evaluation form (See Appendix D-3).

11.8. Assistance

11.8.1. The evaluator’s role in assisting the unit member shall include, but not be limited to, the following:

11.8.1.1. Notification, in writing, of areas in which improvement is needed.

11.8.1.2. Specific recommendations for improvement.

11.8.1.3. Suggestion of additional resources to be utilized to assist in implementing such recommendations.

11.8.1.4. Techniques for measurement of improvement.

11.8.1.5. Time schedules for monitoring improvement.

11.8.1.6. Recommendation for voluntary participation in the PEER ASSISTANCE AND REVIEW (PAR) per Article 19.

11.9. Summative Evaluation

11.9.1. A summative (final) written evaluation document shall be completed by the evaluator. The written evaluation shall be based upon information and data assembled during the evaluation period, and shall be discussed in a conference with the unit member. This conference shall take place no later than 30 days prior to the end of the school year per Education Code Section 44663.

11.9.2. Final conclusions for the summative document shall include the following ratings: Meets or Exceeds Standards/Needs Improvement/Unsatisfactory.

11.9.3. If the unit member receives an unsatisfactory evaluation, the District shall refer them to the Professional Development Council.

11.9.4. An overall assessment of unsatisfactory on the Summary Evaluation shall be based on the California Standards for the Teaching Profession as described in Article 11.4.

11.9.5. The content of the evaluation shall not be subject to Article 4 - GRIEVANCE PROCEDURES. Procedural violations of this Evaluation Article are subject to Article 4 - GRIEVANCE PROCEDURES.
11.9.6. No bargaining unit member shall receive an overall evaluation of unsatisfactory unless at least two (2) of the California Standards for the Teaching Profession have been found unsatisfactory.

11.9.7. No bargaining unit members shall receive an overall evaluation of needs improvement unless two (2) of the California Standards for the Teaching Profession have been found less than satisfactory.

11.9.8. In the event the employee feels there is a disagreement developing in the course of the documentation for the summative evaluation, the unit member shall be free to submit any additional evidence or call upon the service of any additional persons. After the formal evaluation has been written, the unit member shall have the right to initiate a written reaction or response to the evaluation. Such a response may be removed only in accordance with ARTICLE 20, Academic and Personal Freedom, in this Agreement.
ARTICLE 12. LEAVE PROVISIONS

12.1. The benefits which are expressly provided by this section, Article 12, are the sole benefits which are part of this Collective Bargaining Agreement.

12.2. Full-time unit members shall be entitled to seventy-three (73) hours leave with full pay for each school year for the purpose of personal illness or injury. Unit members who work less than full time shall be entitled to that portion of the seventy-three (73) hours as the number of hours per week of scheduled duty relates to the number of hours for a full time unit member in a comparable position, including summer school. Unit members will be credited at the beginning of the year for the regularly contracted annual allocation of sick leave days.

12.3. After all earned leave as set forth in Section 12.2 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months (100 service days) provided that the provisions of Section 12.4 are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin after the accumulated full pay sick leave has been exhausted.

12.4. Upon request by the Superintendent, a unit member shall be required to present a medical practitioner's certificate verifying the personal illness or injury and/or medical authorization to return to work. If the illness or injury exceeds five (5) consecutive days, the District requires a certified medical practitioner to certify the unit member is fit to return to work. Such findings will be reported in writing to the Superintendent or his designee. If the medical report of the unit member's practitioner indicates that the absence is not due to personal illness or injury of the unit member, or that the illness or injury is not sufficiently severe to warrant continued absence, the Superintendent, after notice to the unit member, may refuse to grant such leave.

12.5. A unit member who is absent for part of a day will have deductions on a pro rata basis.

12.6. The Board shall provide each unit member with a written statement of the member's total accrued sick leave and the member's sick leave entitlement accrued sick leave and the member's sick leave entitlement for the school year. Such information shall be provided no later than December 1 of each school year.

12.6.1. A unit member shall be granted eight (8) days of personal choice leave annually for purposes not covered by other sections of this Article providing leave of absence with pay. Personal Choice days can be taken in no more than five (5) consecutive days at a time.

12.7. Personal Necessity Leave

12.7.1. Eight (8) days of personal necessity leave, which is credited under 12.2, Personal Illness, of this Article, may be used at the unit member’s election for purposes of personal necessity.

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

12.7.1.1.1. Additional bereavement leave
12.7.1.1.2. Accident to property

12.7.1.1.3. Immediate family illness

12.7.1.1.4. Imminent danger to property

12.7.1.1.5. Appearance in court

12.7.1.1.6. Attention to "unavoidable, inevitable, or indispensable personal matters." This does not include leave for the extension of a holiday or vacation period or for matters which can be taken care of outside of work hours or recreational activities.

12.7.1.1.7. Personal Choice Day (See Section 12.16)

12.7.2. In the event of an extraordinary circumstance, a bargaining unit member may request additional days from the Board of Education. This request should be submitted in advance whenever possible.

12.7.3. The use of the adopted attendance form (APPENDIX E) is part of this regulation. The unit member's signature shall verify that personal necessity leave was used only for the purpose requested.

12.7.4. Whenever possible, the unit member shall submit to the site administrator a request for personal necessity leave for recommendation of approval on the District form (APPENDIX E).

12.7.5. Whenever possible, the unit member shall make a reasonable effort to follow District procedures in obtaining a substitute.

12.7.6. The Superintendent reserves the right to review each request.

12.8. Bereavement Leave

12.8.1. Bereavement leave shall be allowed as follows:

12.8.1.1. Three (3) days bereavement leave shall be allowed for loss of a member of the immediate family.

12.8.1.2. When bereavement requires out-of-state travel, or within state travel of three hundred and fifty (350) or more miles, the Board will grant two (2) additional days at full pay without use of sick leave.

12.8.1.3. Members of the immediate family means the mother, father, grandmother, grandfather, brother or sister of the spouse or unit member, the spouse, son, son-in-law, daughter, daughter-in-law of the unit member, or any member or any relative living in the immediate household of the unit member. The Superintendent may recommend any exceptions in this category to the Board of Education for final approval.

12.9. Pregnancy Disability Leave
12.9.1. Each female unit member shall be entitled to a leave of absence for disability caused by pregnancy or childbirth or conditions related thereto. The unit member shall be entitled to use sick and extended illness leave allowable under appropriate sections of the California Education Code on the same basis provided for any other illness or injury. The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and her doctor. A statement from the unit member's doctor as to the beginning date of such leave shall be filed with the Superintendent or designee. This date shall be based upon the unit member's ability to render service in her current position. The date of the unit member's return to service shall be based upon her doctor's analysis and written statement of the unit member's physical ability to render service and absence of physical disability.

12.10. Child-Bonding/Paid Parental Leave

12.10.1. Paid Parental Leave (Education Code §44977.5)

12.10.1.1. Unit members shall be entitled to paid, parental/child bonding leave as provided herein during the first twelve (12) months after the birth of the employee’s child, or placement of a child with the employee for adoption or foster care. For purposes of this section, “parental leave” shall be defined as leave for reason of the birth of the unit member’s child, or the placement of a child with the unit member for adoption or foster care.

12.10.1.2. Unit members shall be entitled to use all current and accumulated sick leave for parental leave, up to a period of twelve (12) workweeks.

12.10.1.3. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental (child-bonding) leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he or she shall be entitled to substitute differential pay for any of the remaining twelve (12) workweek period. Such substitute differential pay shall be paid as set forth in Section 12.3 but shall not count against the leave entitlement set forth in that Section. The unit member shall be compensated at no less than 50% of his or her regular salary. In order to use differential pay, the unit member must be eligible for leave under the CFRA, except that he/she is not required to have worked 1,250 hours in the twelve (12) not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

12.10.1.4. Leave taken under this section shall count against any entitlement to child-bonding leave under CFRA and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

12.10.1.5. Unit members shall not be entitled to more than one (1) twelve (12) workweek period for parental leave in any twelve (12) month period. If both parents work for the District, each is entitled to twelve (12) workweeks of paid parental/child-bonding leave if eligible.

12.10.1.6. Paid parental leave under this section is in addition to leave taken for disability due to pregnancy, childbirth or related medical condition.
12.10.1.7. Paid parental/child-bonding leave shall be taken in periods of at least two (2) weeks duration, except on two (2) occasions it may be taken for a shorter period. Unit members planning to take paid parental/child-bonding leave shall give at least thirty (30) calendar days’ notice of the baby’s due date.

12.10.2. Leave Without Pay for Child Rearing.

12.10.2.1. Leave without pay or other benefits may be granted to a unit member for child rearing.

12.10.2.2. The unit member shall request such leave as soon as practicable. The request shall be in writing to the Superintendent or designee and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.

12.10.2.3. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the District.

12.10.2.4. The duration of such leave shall consist of no more than ten (10) consecutive months.

12.10.2.5. The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.

12.10.2.6. There shall not be a diminution of employment status for child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status. The unit member shall have the prerogative to continue to receive insurance benefits provided by the District, as allowed by the vendors, with provision that the unit member pays the full cost of the premium.

12.10.2.7. If a unit member is on leave for child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the unit member to a position as soon as practicable.

12.10.2.8. Any unit member adopting an infant may receive leave without pay of up to one (1) year which shall commence upon the member's receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements of adoption. Four (4) days leave shall be provided under Personal Necessity without loss of pay or benefits to a unit member for the purpose of submitting to the rules and regulations of said agency.
12.11. Industrial Accident or Illness Leave

12.11.1. Unit members will be entitled to industrial accident leave according to the provision in the Education Code Section 44984 for personal injury or illness which has qualified for worker's compensation under the provisions of the West San Gabriel Valley JPA (Joint Power of Authority).

12.11.2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident or illness.

12.11.3. The District has the right to have the unit member examined by a physician designated and paid by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

12.11.4. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit checks from the West San Gabriel Valley JPA which would make the total compensation from both sources exceed 100% of the amount the unit member would have received as salary had there been no industrial accident or illness. If the unit member fails to endorse to the District any wage disability loss check or indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member’s salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

12.12. Judicial Leave

12.12.1. Unit members will be provided leave for regularly called jury duty for a maximum of ten (10) days, and/or to appear as witness in court, other than as a litigant, for reasons not brought about through the misconduct of the unit member. The unit member shall notify the District Office as soon as possible. Should a unit member be required to serve a period of time longer than ten (10) days, he/she shall be granted an extended leave providing the unit member can present verification from the judge or court officer that the unit member will be detained for an extended period of time.

12.12.2. The unit member, while serving jury duty, will receive his/her full District warrant, provided the full jury fee, after subtracting the mileage allocation provided by the court, is submitted to the District Payroll Department.

12.12.3. Unit members will attempt to schedule jury duty so that it is least educationally disruptive. Such determination shall be made by the affected unit member.

12.13. Military Leave

12.13.1. Unit members who are attached to the military services and apply for a temporary military leave shall make every effort to prevent their military obligation from conflicting with school duties. Temporary military leave pursuant to Military and Veterans Code Section 395 shall be granted to unit members called into temporary active duty of any unit of the United States Reserves or the National Guard without loss of pay or accumulated sick leave, provided such obligation cannot be fulfilled on days when school is not in session and provided further that the period of ordered duty does not exceed one hundred eighty
(180) calendar days, including time involved in going to and returning from such duty. A unit member on temporary military leave of absence who has been in the service of the Duarte Unified School District for a period of not less than one (1) year, immediately prior to the day on which the absence begins, shall be entitled to receive salary or compensation as an employee of the District for the first thirty (30) days of any such absence. Pay for such absence shall not exceed thirty (30) days in any one (1) fiscal year.

12.13.2. Any unit member who enters the active military service of the United States of America or the State of California during any armed conflict in which the United States of America is engaged shall be entitled to military leave. Within six (6) months after such member honorably leaves such service or has been placed on inactive duty, the member shall be entitled to return to the position held by him/her at the time of his/her entrance into such service, at the salary to which he/she would have been entitled had he/she not been absent from the service of the School District under the provision of this sub section of 12.14.2.

12.13.3. In the case of a unit member who is a probationary employee, the period of any military leave of absence shall not count as part of service required as a condition precedent to the classification of that member as a permanent employee of the District.

12.14. Sabbatical Leave


12.14.1.1. A sabbatical leave must be preceded by at least seven (7) years of consecutive service as a unit member in Duarte Unified School District. Service of a year is defined as 75% of the teaching days of any school year.

12.14.1.2. Sabbatical leaves will not be granted to personnel within five (5) years of compulsory retirement.

12.14.1.3. Sabbatical leaves will be granted only for professional study leading toward a degree or credential and shall not be granted for travel, unless the travel includes study with a university or college program.

12.14.1.4. Such leaves shall be granted for not less than nor more than two (2) consecutive semesters. No more than two (2) unit members may be granted a sabbatical leave during any one (1) school year.

12.14.1.5. Except as provided herein, a unit member must return after a sabbatical leave and provide service to the District for at least two (2) years. In the case of ECE and CTE unit members, upon their return they will serve the two (2) years in the position held before going on sabbatical. However, the ECE and CTE unit member would be eligible to apply for other vacancies to complete the required two (2) years of service. An ECE’s and CTE’s appointment to another vacancy is not guaranteed.

12.14.2. Purpose of Sabbatical Leave

12.14.2.1. Sabbatical leaves are intended for certificated personnel who have as their primary purpose the maintenance or improvement of skills required in their position.
12.14.2.2. All activities for which leaves are granted must be planned in consultation with the Superintendent and any changes in such plans must be approved in advance by the Superintendent.

12.14.2.3. Sabbatical leaves will be granted for further graduate study at an accredited university or college. A minimum of twenty-four (24) units will be completed for a one (1) year sabbatical leave. Study may be in courses for which formal credit is granted at the graduate study level in the unit member's field or closely related fields such as the behavioral sciences.

12.14.2.4. Whenever possible, research projects for the Master's Thesis or Doctor's Dissertation will be relative to the needs of the school district and/or the unit member's position.

12.14.3. Application Procedure for Sabbatical Leave

12.14.3.1. Sabbatical leave applications must be submitted to the Superintendent on or before December 1 of the school year preceding that year during which the leave is desired.

12.14.3.2. Notice of acceptance or rejection of such application will be given the applicant by February 15.

12.14.3.3. The applicant's proposed program should include course work to be taken at an institution accredited by the National Council for the Accreditation of Teacher Education or any other accreditation agency agreed upon between the unit member and Superintendent. When necessary, course work may be modified at a later date when mutually agreed upon by the Superintendent and unit member.

12.14.3.4. All applicants must appear before the Sabbatical Leave Committee and explain their written proposal to the committee. The Sabbatical Leave Committee shall evaluate each application on the following scale: "Highly recommended", "Recommended", "Recommended with Low Priority", or "Not Recommended". Recommendations and applications will then be sent to the Superintendent.

12.14.3.5. The Superintendent shall review and interview all applicants except the "Not Recommended". The Superintendent may recommend approval of up to two applicants to the Board of Education. The Board may accept or reject the applicants.

12.14.3.6. If the applicant was "Highly Recommended" by the Sabbatical Leave Committee and the applicant was rejected by the Board and/or Superintendent, the applicant may appeal to the Board of Education for a private review of the application. Such appeal must be within ten (10) days of the notification of rejection.

12.14.4. Sabbatical Leave Committee

12.14.4.1. The Assistant Superintendent Personnel will serve as Chairperson of the committee.
12.14.4.2. Other members of the committee will be: President or designated representative of the unit member’s Association, one (1) building principal, two (2) other unit members appointed by Association.

12.14.5. Criteria for Recommendations by Sabbatical Leave Committee

12.14.5.1. First (1st) consideration will be for those sabbatical leave applications which provide for the greatest self-improvement for the unit member, along with the greatest benefit to the District.

12.14.5.2. Second (2nd) consideration will be seniority of unit members for the granting of the sabbatical leave.

12.14.5.3. Third (3rd) consideration will be on the basis of the procurement of an advanced degree as a result of the planned studies at an accredited university or college.


12.14.6.1. Compensation while on sabbatical leave shall be in accordance with the adopted salary schedule at 50%.

12.14.6.2. The unit member on leave is considered employed by the District and shall not accept other gainful employment while on leave without disclosure to and prior written approval of the Superintendent. Violation hereof will constitute grounds for revocation of the leave and/or grounds for denying return to service.

12.14.6.3. Applicants who desire to receive salary allowance while on sabbatical leave must furnish a suitable bond indemnifying the school district for any salary paid the unit member during the period of the sabbatical leave in the event the unit member fails to return to render required service after the leave, or in the event the unit member fails to satisfactorily carry out the program of study.

12.14.6.4. A unit member on sabbatical leave shall not accrue illness or injury leave and shall not be entitled to any other leave of absence.

12.14.6.5. The Duarte Board of Education and the Duarte Unified School District shall not be liable for the payment of any compensation or damage arising from the death or injury of any unit member while on sabbatical leave.

12.14.6.6. Unit members on sabbatical leave are eligible for the same health and welfare benefits as other full-time unit members.

12.14.6.7. A unit member on sabbatical leave shall be granted credit for that period and be placed on the appropriate salary step upon return to regular duty.

12.14.7. Unit Member's Responsibilities During and After Leave

12.14.7.1. Each month during the period of the sabbatical leave, the unit member shall file a report with the Superintendent, postmarked no later than the final day of each month, which will include:

1. Current address of the unit member on leave, and
2. A brief report on the progress with the study program.

12.14.7.2. In the event the unit member on sabbatical leave is unable to continue with the program as presented to the Superintendent, the unit member shall notify the Superintendent by registered mail within fifteen (15) days of sickness or other inability to complete the sabbatical leave agreement. The letter should explain the nature of the difficulty and the intent of the unit member to continue the program. Failure to provide notice as outlined will constitute grounds for revocation of the leave and/or grounds for denying return to service.

12.14.7.3. Failure to complete the sabbatical leave requirement due to illness, injury or death does not constitute a breach in the contract between the unit member on a sabbatical leave and the Duarte Unified School District.

12.14.7.4. The unit member will file with the Superintendent a final report within sixty (60) days after the termination of the sabbatical leave with the following information:

12.14.7.4.1. Official transcripts of all courses taken for credit.

12.14.7.4.2. One (1) copy of Master's Thesis or Doctor's Dissertation if part of the Sabbatical Program.

12.14.7.4.3. Two (2) copies of a detailed self-evaluation of the unit member's activities while on sabbatical leave.

12.14.7.4.4. In the event the unit member does not complete filing of materials as indicated, the unit member shall return to the District the full amount of compensation paid during the sabbatical leave.

12.15. Leave Without Compensation

12.15.1. Upon recommendation of the Superintendent and approval of the Board of Education, leave without compensation, increment, seniority or tenure credit may be granted for a period of one (1) school year for the following purposes: Peace Corps, care for a member of the immediate family who is ill, long term illness of the unit member, service in an elected office, professional study, research or improvement.

12.15.2. The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the Superintendent by March 2 of the school year as to their intent to return to employment in the District. Failure to notify the District will be considered as an abandonment of position.

12.16. Personal Choice Day

12.16.1. A unit member shall be granted five (5) days of personal choice leave annually for purposes not covered by other sections of this Article providing leaves of absence with pay.

12.16.2. The unit member shall notify the District of his/her intent to take personal choice leave not less than three (3) calendar days prior to the date of the leave.
12.16.3. Not more than five percent (5%) of the employees, district wide, may take this leave on a given day. The leave shall be granted on first-come basis.

12.16.4. Leave taken under this section shall reduce accumulated sick leave earned under Section 12.2 of the agreement.

12.16.5. This leave shall not be used for concerted activities.

12.17. Catastrophic Leave Donation

12.17.1. On a case-by-case basis, with mutual agreement between the Association and the District, and as provided herein, any bargaining unit member may donate up to five (5) days of accumulated sick leave to another bargaining unit member who has suffered a long-term illness or catastrophic illness and who has exhausted all fully paid leaves. Except that: unit members in ECE assignments may only donate and receive accumulated sick leave to and from other ECE unit members.

12.17.1.1. Unit members in ECE assignments may only donate and receive accumulated sick leave to and from ECE unit members.

12.17.2. Donated sick leave shall be converted for utilization on a day-to-day basis, meaning the recipient shall be paid at his/her regular rate of pay. Once the donated days are credited to the beneficiary's sick leave, they shall become non-refundable.

12.17.3. The appropriate forms: "Donation of Eligible Leave Credits" (See Appendix L) and "Catastrophic Leave Donation Log" shall be used.
ARTICLE 13. ASSOCIATION RIGHTS

13.1. The Board will authorize "reasonable released time" for negotiations as follows for unit members:

13.1.1. Up to a total of twenty-five (25) person days of substitute duty will be allowed each contract year. Funds will be transferred from the Contingency Reserve to cover this service.

13.1.1.1. It is understood that:

   a. 5 person days = 25 full substitute days
   b. May be taken in 1/2 day increments

13.1.2. The total substitute time will be utilized for at the table negotiations and necessary caucuses involved in this procedure.

13.1.3. Released time may be utilized in any type of partial day or all day sessions, per 13.1.2

13.1.4. If the released time for negotiations appears inadequate, a request to the Board of Education will be made for additional days. In the event that the Board of Education denies the request for additional days, the following non-prioritized options will include, but not be limited to:

   a. Negotiations will be scheduled on non-student hours
   b. Individual pays for the substitute cost
   c. DUEA pays for the substitute cost

13.2. The Association President or designee shall be granted a leave of absence with pay, less the cost of employing a substitute at the regular District rate, for fifteen (15) full days per school year. The days may be taken at the discretion of the President or designee. The Association President or designee shall follow the usual procedures for procuring a substitute teacher.

13.2.1. If the Association President or designee is requested by the Superintendent to attend a meeting/workshop (i.e. Coalition meetings, budget meetings, etc.), attendance at said meeting/workshop shall not be a designated Association release day and will not be deducted from the Association release days provided in 13.2.

13.3. On matters which must be consulted upon according to the Rodda Act, the following procedures will prevail:

13.3.1. Except at locations where Early Childhood Program services are provided, no later than October 1 of each school year, a Leadership Team shall be elected at each site by secret ballot. Simple majority prevails. Unit members serving on the Site Leadership Team shall be elected by the faculty at each site. For site to alter the process they must have a 75% approval of all faculty.

13.3.1.1. The Site Leadership Team shall consist of: Site Administrator, Site Teaching Learning Coach/Educational Support Specialist, and the following:

13.3.1.2. Elementary TK-8 Schools - At least one representative from each area: primary (TK-3), upper (4-5), and middle (6-8), resource (Special Ed., and Literacy
Coach). At those schools where resource personnel are limited in number or choose not to participate, the Teaching Learning Coach/Educational Support may serve in this capacity.

13.3.1.2.1. At the elementary level, membership on Site Leadership Teams shall not exceed ten (10) members per site. At least 50% of each team shall consist of classroom teachers.

13.3.1.3. High School - At least one representative from each department, and one resource representative (i.e., ELD, Special Education, RSP, Art, Computer, Music, Alternative Ed., Counselor, Title I and CTE).

13.3.1.4. Minutes shall be taken at each meeting and shall be posted for the entire staff within forty-eight (48) hours of each meeting.

13.3.2. The Leadership Team shall participate in the decision making process at school sites. Areas of discussion shall include, but not be limited to, the following:

13.3.2.1. Site Budget
13.3.2.2. Student Discipline
13.3.2.3. Operational Procedures
13.3.2.4. Site Maintenance
13.3.2.5. Student Services
13.3.2.6. Curriculum
13.3.2.7. Staff Development

13.3.3. The final decision shall be made by the site administrator however, upon request, the site administrator shall provide a written response to the Leadership Team relating to issues identified in Sections 13.3.2.1 through 13.3.2.7. Such response shall be made within ten (10) days and include the rationale supporting the decision.

13.4. ECE Decision Making Participation

13.4.1. The Early Childhood Program Administrator shall hold no fewer than two (2) meetings per year, in addition to regular staff meetings, to discuss decision making at Early Childhood Program sites with the ECE Leadership Team. Participation by ECEs shall be voluntary and include not more than three (3) ECEs and include the Early Childhood Program Administrator. In the event that more than three (3) ECEs are interested in participating, they shall meet amongst themselves and hold an election by secret ballot to determine the three (3) ECE Leadership Team members who will participate.

13.4.2. The areas of discussion at the decision-making participation meeting may include, but are not limited to, the following: Program Budget, Student Discipline, Operational Procedures, Site Maintenance, Student Services, Curriculum, and Staff Development.
13.4.3. The final decisions for the ECE program shall be made by the Early Childhood Program Administrator. Within 10 days of a written request for an explanation from the ECE Leadership Team about a decision that is made on a topic of discussion, the early Childhood Program Administrator shall provide a written response to the ECE Leadership Team.

13.5. Distribution of Information and Contracts with Staff by Association

13.5.1. The Association shall be entitled to use the official bulletin boards and other means of communication to unit members subject to the following conditions:

13.5.1.1. Each school or building shall designate one (1) or more bulletin boards as an Association bulletin board. Communications to unit members shall be posted only on bulletin boards so designated.

13.5.1.2. Materials can be posted on the Association bulletin boards only by representatives of the Association. The Association shall be responsible for the accuracy, the quality, and professional status of the materials posted.

13.5.1.3. Faculty meeting time must not be taken for Association business, but short announcements may be made if approved by the Principal.

13.5.1.4. School facilities may be used for meetings if there is no conflict with other official school use or upon proper notification and approval. Any official meetings of the Association held on the school premises shall be cleared and approved with a Civic Center Permit.

13.5.1.5. Association meetings shall take place after the unit members' work day, as defined in Article 8 of this Agreement. Official representatives of the Association who are not employees of the Duarte Unified School District shall report to the school office before visiting a unit member on the premises of the school or District building.

13.6. The District shall release certificated personnel to serve on a Commission on Professional Competence in accordance with the Education Code (44944). No more than a total thirty (30) days of released time per school year will be allowed, except when a unit member is on a case and the case extends beyond the thirty (30) days allowable. The unit member will be authorized to complete that particular case. Service in this capacity shall be considered a professional responsibility and the rights and duties of the certificated employee rendering such service will be in accordance with the Education Code (44944).
ARTICLE 14.  JUST CAUSE AND DUE PROCESS

14.1. The Association recognizes that the District has the right and responsibility to take appropriate action when there are instances of unprofessional conduct or violation of or refusal to obey the school laws of the state or reasonable regulations prescribed for the government of the public schools by the State Board of Education or by the Governing Board of the Duarte Unified School District, or by reasonable school level administrative rules, or by the requirements of the negotiated agreement. The provisions of this article shall be uniformly applied.

14.2. In exercising this responsibility, the District agrees to use progressive discipline except where the nature of the offense or the possible consequences of repetition reasonably requires immediate action by the District. In all instances, the severity of the punishment must relate to the severity of the offense. In all instances, discipline shall be for just cause and members of the unit shall be provided the protection of procedural due process as delineated in this article.

14.3. Progressive discipline shall include the following:

14.3.1. Verbal Warning: Verbal warnings shall not be used unless the unit member has first been made aware of the performance standard or should have reasonably known that such conduct or omission was prohibited.

14.3.2. Written warning: Written warnings shall not be used unless the member of the unit has been verbally warned about related actions within the prior twelve (12) months. Records of written warnings may be maintained in site files but shall not be placed in the unit member's personnel file.

14.3.3. Written reprimand: Written reprimands shall not be used unless the member of the unit has received a written warning about related actions within the last twelve (12) months. The member of the unit shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

14.3.4. Suspension: Suspension will not be used unless the member of the unit has received a written reprimand about similar actions within the prior twenty-four (24) months of this occurrence. No unit member shall be suspended more than five (5) working days for any single incident during a school year. The length of the suspension shall relate to the severity of the action and suspension history of the member of the unit.

14.3.5. At the written reprimand and suspension levels, the unit member shall be notified in writing of his/her right to appeal the decision to the Article 4 - Grievance Procedure, and if appealed the penalty shall not be applied until the decision is rendered.

14.4. All information or proceedings regarding any actions or proposed actions pursuant to this article shall be kept confidential by the parties.

14.5. Suspension shall be based upon a preponderance of evidence.

14.6. No suspension shall occur except at the express written direction of the Superintendent. Suspension shall not be deemed appropriate in cases of purely incompetent job performance.
14.7. A disciplinary action may be settled at any time following the service of notice of discipline. The terms of the settlement shall be reduced to writing. Any unit member offered such a settlement shall be granted a reasonable opportunity to have his/her representative review the settlement before approving the settlement in writing.

14.8. When the district chooses to suspend a unit member for cause pursuant to this article, notice of such recommendation shall be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy shall be provided the Association President. The notice shall contain:

14.8.1. a statement of the specific acts or omission upon which the action is based;

14.8.2. a statement of the cause for which action is recommended;

14.8.3. the Education Code, policy, rule or regulation violated;

14.8.4. penalty proposed;

14.8.5. copies of the documentary evidence upon which the recommendation is based;

14.8.6. a statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to Article 4 of this Agreement. If the unit member fails to request a hearing within ten (10) working days after service of the notice, the suspension may be imposed by the Superintendent or designee.

14.9. This article is not intended to inhibit normal changes in assignment which are made for other than punitive reasons.
ARTICLE 15. SAVINGS PROVISIONS

15.1. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. In such case, the District and Association agree to commence negotiations within thirty (30) Educational Center working days on the affected provisions.
ARTICLE 16.  CONCERTED ACTIVITIES

16.1. It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal to perform job functions and responsibilities during the term of this Agreement. There shall be no lockout by the Board for the duration of this Agreement.

16.2. The Association and District recognize the duty and obligation of their representatives to comply with the provisions of this Agreement.
ARTICLE 17. SUPPORT OF AGREEMENT

17.1. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the negotiation process. Therefore, it is agreed that the Association and District will support this Agreement for its terms and will not change any provisions except by mutual agreement or as specified in this Agreement.
ARTICLE 18.  EFFECT OF AGREEMENT

18.1. It is understood and agreed that the provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law. In the absence of provisions in the Agreement, such practices and procedures shall be discretionary with the District, as allowed by State law and the Education Code.
ARTICLE 19. PEER ASSISTANCE AND REVIEW

The Duarte Unified Education Association and the Duarte Unified School District strive to provide the highest possible quality of education to the students of the District. Both parties agree that the greatest factor in optimum student performance is the ability of the teacher. In order for students to succeed in learning, teachers must succeed in teaching. The parties believe that all teachers, even the most skilled, must focus on continuous improvement in their professional practice. Therefore, the parties agree to cooperate in the implementation of the Teacher Support System and Induction Program.

The goal of the Teacher Support System is to improve and refine the quality of teaching performance for the enhanced achievement of all students. The Teacher Support System offers an additional resource for teachers. This support does not replace the direct responsibility of school administrators to conduct classroom observations and evaluations.

19.1. Professional Development Council

19.1.1. Composition and Selection

19.1.1.1. The Professional Development Council shall consist of seven (7) members, three (3) administrators selected by the district, and four (4) tenured teachers who are chosen to serve by the Association. The Assistant Superintendent Educational Services or designee and the President of the Teacher’s Association or designee will hold permanent positions on the Council.

19.1.1.2. For the first (1st) year of the program, Council members will serve a two (2) or three (3) year term. Thereafter, the term for members will be three (3) years.

19.1.1.3. Council meetings will be facilitated alternately by an Association representative and an administrative representative. Minutes will be recorded alternately by an Association representative and an Administrative representative. The minutes will be typed up and distributed by district office staff.

19.1.2. Procedures

19.1.2.1. The Professional Development Council shall establish its own meeting schedule. To meet, two thirds (2/3rds) of the members (five (5) members) of the Council must be in attendance and must include at least two (2) administrators and three (3) teachers.

19.1.2.2. Meetings may take place during the regular workday for teachers who are members of the council and they will be released from their regular duties, without loss of pay or benefits. Teacher members will receive a stipend of $500 per year for their work on the Council. Council members will also receive compensation for participation in summer training, where applicable.

19.1.3. Responsibilities

19.1.3.1. Council Members will:

19.1.3.1.1. Participate in annual training for the Council members.
19.1.3.1.2. Establish the operational procedures of the Council.

19.1.3.1.3. Prepare written guidelines for Support Providers and their activities.

19.1.3.1.4. Determine the number of Support Providers each school year based upon the number of participants in the program, the available budget and other relevant considerations.

19.1.3.1.5. Establish a procedure for application as Support Providers.

19.1.3.1.6. Select the Support Providers, based on recommendations made by the Site Selection Committee.

19.1.3.1.7. Provide training for Support Providers prior to the Support Providers participation in the program, (i.e. Induction Program, Peer Coaching and other training.)

19.1.3.1.8. Assign a Support Provider to a Referred Participating Teacher.

19.1.3.1.9. Assign Support Providers to the sites. The Site Selection Committee will assign Support Providers to Participating Teachers.

19.1.3.1.10. The Participating Teacher or the Support Provider has the right to meet with the Professional Development Council to discuss the assignment of the Support Providers within two (2) weeks of notification.

19.1.3.1.11. Send written notification of participation in the program to the Referred Participating Teacher, the Support Providers and the site principal.

19.1.3.1.12. Review the final report prepared by Support Providers and make recommendations to the Governing Board regarding the Referred Participating Teacher’s progress in the program.

19.1.3.1.13. Evaluate annually the impact of the program and assessing the effectiveness of Support Providers in order to improve the program.

19.1.3.1.14. Adopt Rules and Procedures to effect the provision of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.

19.1.3.1.15. Make available, at the beginning of each school year, a copy of the adopted Rules and Procedures to all bargaining unit members and administrators.

19.2. Site Selection Committee

19.2.1. Composition and Selection

19.2.1.1. The Site Selection Committee will be comprised of five (5) members.
19.2.1.2. Two (2) of the Site Selection Committee members will be members of the Professional Development Council (i.e. one (1) administrator and one (1) teacher representative).

19.2.1.3. Three (3) members of the team will be from the site (one (1) administrator and two (2) teacher members).

19.2.1.4. The Association will establish the criteria and process for the selection of the site teacher representatives.

19.2.1.5. The site committee will make recommendations to the Professional Development Council for the final selection of consulting teachers.

19.3. District’s Duty to Indemnify

19.3.1. The district agrees to indemnify and hold harmless and provide defense to any bargaining unit member who participates in the governance and operations of the Teacher Support System against any claim, courses of action, damages, administrative proceedings, or any other litigation arising from the member’s participation in the Teacher Support System.

19.4. Participating Teachers

19.4.1. A Beginning Teacher Participant is a unit member who is newly hired with: a preliminary credential in his/her first (1st) or second (2nd) year of teaching or a clear credential with five (5) years or less classroom experience. Those new teachers who meet the criteria may participate in the Induction Program.

19.4.2. A Referred Participating Teacher is a unit member with permanent status who is required to participate in the program as result of an unsatisfactory final evaluation. He/she shall receive assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance.

19.4.2.1. The Referred Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.

19.5. Support Provider

19.5.1. A Support Provider is a unit member who provides assistance to a Participating Teacher pursuant to the Teacher Support System and the Induction Program.

19.5.2. Qualifications

19.5.2.1. A Support Provider:

1. Is a unit member with permanent status.
2. Has substantial experience in classroom instruction.
3. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge (content standards) and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
19.5.3. Selection Process

19.5.3.1. The selection process will include an application, a classroom observation and interview with the Site Selection Committee.

19.5.3.2. Teachers on special assignment who are not assigned to a specific site on a regular basis will apply through their last school site assignment.

19.5.3.3. Names of potential Support Providers will be recommended to the Professional Development Council for selection.

19.5.3.4. Names will be submitted to the Board of Education for final approval.

19.5.3.5. Applicants will be notified regarding their status assignment.

19.5.4. Assignment

19.5.4.1. The assignment of support providers will be based on the needs of the site(s). Support Providers will work with teachers on their own site, and other assigned sites, if the need arises.

19.5.4.2. The number of support providers for each site will be based on staffing projections relative to:

   New teachers to be hired
   Second (2nd) year Induction teachers

19.5.4.3. Support providers will provide assistance to new teachers and Induction teachers at a ratio of two (2) Participating Teachers per one (1) support provider, and a ratio of one (1) support provider per one (1) Referred Teacher.

19.5.4.4. In the case where there are not enough qualified district support providers to be assigned to Beginning Teachers, the Council may look outside the district to retired teachers and other qualified retired educators who have demonstrated exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter, knowledge and mastery of a range of teaching strategies.

19.5.5. Terms and Compensation

19.5.5.1. Support Providers shall be paid a stipend for their work with new teachers, Induction qualified teachers, and referred teacher participants.

   19.5.5.1.1. Teacher qualified for Induction: $1,500 per teacher pending funding.

   19.5.5.1.2. Referred Teacher: $2500 per teacher.

   19.5.5.1.3. Support Providers will receive compensation for participation in summer training.
19.5.6. Duties of Support Providers

19.5.6.1. All Support Providers

19.5.6.1.1. Shall develop an individualized plan for assisting their assigned participating teacher. Such a plan shall include mutually agreed upon goals.

19.5.6.1.2. Shall participate in support and assessment activities as per the “Support Provider Expectations” in the California Standards for the Teaching Profession and the Induction Program including:

- Observations
- Individual Induction Plan
- Weekly meetings
- After school meetings
- Surveys

19.5.6.1.3. Shall assist the Participating Teacher through a variety of activities which may include demonstrating/modeling, observing, coaching, conferencing, referring, or by other activities, which in their professional judgment will assist the Participating Teacher.

19.5.6.1.4. It is understood that the Support Provider will not be responsible for the final evaluation (described in Article 11) of a participating Teacher’s teaching performance.

19.5.6.2. Specific Duties as related to Referred Teachers: In addition to the duties listed above, the Support Provider shall:

19.5.6.2.1. Meet and consult with the evaluating administrator who referred the participating teacher.

19.5.6.2.2. Using the “Assistance and Procedures” (Appendix D-7) form, meet with the Referred Participating Teacher to discuss the program, to establish mutually agreed upon performance goals, develop the assistance plan, and develop a process for determining successful completion of the program. Written documents shall be included as part of the process.

19.5.6.2.3. Conduct multiple observations of the Participating Teacher during classroom instruction.

19.5.6.2.4. Monitor the progress of the Referred Participating Teacher and provide periodic written reports to the Referred Participating Teacher for discussion and review.

19.5.6.2.5. Meet with the Professional Development Council by the end of the first semester to summarize services to date.
19.5.6.2.6. Continue to provide assistance to the Referred Participating Teacher until he/she concludes that progress in the program is satisfactory or that further assistance will not be productive.

19.5.6.2.7. Discuss his/her report with the Referred Participating Teacher to receive his/her input and to provide the opportunity for the Referred teacher to sign before it is submitted to the Joint Council.

19.5.6.2.8. Submit a final report to the Council. A copy of this final report shall be made available for placement in the Referred Participating Teachers’ Personnel File and may be used in his/her evaluation. The Referred Participating Teacher will have the right to:

- Respond to the report in written form within twenty 20 days and have it attached to the final report.
- Request a meeting with the Professional Development Council.
- Be represented at this meeting by the Association Representative of her/his choice.

19.6. Confidentiality of Materials

19.6.1. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Council members, Site Selection Committee members, and Consulting Teachers may disclose such information only as necessary to administer this Article.

19.7. Rights and Responsibilities

19.7.1. It is understood that nothing herein shall modify or in any manner affect the rights of the District and/or Governing Board under provisions of Education Code relating to the employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District’s right to issue notices (of unsatisfactory performance and/or unprofessional conduct) pursuant to Education Code Section 44938.

19.7.2. It is also understood that nothing in this article will change or abrogate an employee’s due process rights.
ARTICLE 20. PERSONAL AND ACADEMIC FREEDOM

20.1. It is the policy of the District that all instruction shall be fair, accurate, objective, safe and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with unit members' obligation to pursue truth in performance of their teaching functions.

20.1.1. A unit member shall have reasonable freedom in classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law and does not present a threat to the physical and/or emotional health, safety, or well-being of students.

20.1.2. In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content, in an objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own political and/or religious views.

20.2. The personal life of a unit member outside the classroom is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her assigned duties or is in violation of the law.

20.3. No religious or political activities, or lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate local, state or federal law.

20.4. A unit member who has attained age seventy (70) and desires to continue employment beyond the age of normal retirement, may request to continue employment as per Board Regulation 4065.1.

20.5. Citizen or Parent Complaint - A "citizen" shall mean any person with a vested interest in the District.

20.5.1. Any citizen or parent complaint about a unit member which may affect the member's evaluation or status within the District shall be reported to the unit member as soon as possible by the immediate supervisor.

20.5.2. A conference between the complainant and unit member shall be arranged within ten (10) days by the site administrator, at the request of the unit member in writing.

20.5.3. Complaints addressed to the Board or Superintendent shall be in writing if the complainant desires to appear in Closed Session of the Board of Education.

20.5.3.1. Immediately upon receipt of the complaint in writing, the Superintendent shall send a copy of the complaint to the unit member.

20.5.3.2. The unit member may appear in person at the scheduled Closed Session with counsel or send a written answer to the complaint or choose not to respond. At least ten (10) days prior to Closed Session, all parties of interest shall receive notice of such session.
20.5.3.3. After hearing the complaint and other personnel involved in the problem, and after reviewing the written material, the Board of Education will determine if the complainant's complaint will be filed in the unit member's file.

20.5.3.3.1. If the Board determines the material will not be placed in the file, such material will be placed in a District correspondence file and destroyed at the end of the current year.

20.5.3.3.2. If the Board determines to place the material in the unit member's file, the unit member may prepare a statement to be attached to the complainant's statement within ten (10) days.

20.5.3.4. Charges or complaints which are withdrawn or shown to be false shall not be utilized in disciplinary or dismissal procedures against the unit member. Such material shall be placed in a correspondence file and destroyed at the end of the year.

20.6. Personnel Evaluation Files

20.6.1. Access to Files: In accordance with Education Code 44031 a unit member shall upon request have access to the unit member's file. Whenever possible, unit members shall call ahead for an appointment.

20.6.2. A unit member shall have the right to be accompanied by an individual(s) of the member's choosing when reviewing the file and shall have the right to show contents of the file to such individual(s).

20.6.3. A unit member shall have the right to provide written authorization to an individual(s) of his/her choosing to review the files in the unit member's absence.

20.6.4. Members of the Superintendent's Cabinet, principals and site administrators who have responsibilities for rating the unit members shall have access to the files. Other District confidential employees who are authorized by the Superintendent will have access to the files for clerical reasons.

20.6.5. Placement of material into files: Copies and/or notification of all material to be placed in a unit member's file shall be sent to the member.

20.6.6. In accordance with Education Code 44031 no information of a derogatory nature shall be placed into the personnel file until after the employee has reviewed and had the chance to comment on the material. Sometime after ten (10) days, but no longer than thirty (30) days after the unit member being notified of the material, it shall be placed in the unit member's personnel file. However, this will not limit the time for the unit member to respond to the material. Information of a derogatory nature shall not include allegations that have not been investigated by the immediate supervisor.

20.6.7. All material made a part of the file shall be dated for date of incident, date or origin of composition, as well as the date the material is received for the file. All District official files shall be maintained at the District Office. Site administrators may maintain on-going site files. However, these files cannot contain any materials of which the unit member has not received a copy.
20.6.8. The Board shall not base any adverse action against a unit member upon materials generated by District personnel, if such materials are not placed in the personnel file. However, this does not prevent the District from taking appropriate action to the full extent of the law on materials developed by other government agencies.

20.6.9. Confidential placement papers obtained prior to employment shall not be made a part of the file.

20.6.10. Any personnel file entries concerning the employee's conduct, service, and character must be written in accordance with the District's adopted evaluation procedures in Article 11, and shall be made a part of the file. Exception to this section is listed below:

20.6.10.1. A Principal or supervisor may document a unit member's service due to flagrant or continued violations of the contract, District Board Policies and Regulations, and/or law. The unit member must be notified in writing of the documentation which must be written factually with date(s) and full description of the incident(s), signed by the Principal or supervisor and presented to the unit member during a conference with the originator of the letter. Before the letter is placed into the personnel file, the unit member may request a conference between the unit member and Superintendent or designee. The designee shall be either the Deputy Superintendent or Assistant Superintendent Educational Services. The unit member, upon request, shall have a representative of the Association in attendance.

20.6.11. Unit members, upon leaving employment with the District may, after a period of four (4) years of the last day of service with the District, request that any negative or derogatory materials be placed in a "sealed" envelope. This envelope shall not be opened unless so ordered by a court order or other such legal authority.

20.6.12. File Use Record shall be included in the permanent personnel file and shall indicate the name of the reviewer and the date reviewed.
ARTICLE 21. PROFESSIONAL GROWTH

21.1. This article (section) applies only to those members in the bargaining unit who, as of September 1, 1985, do not hold a clear multiple or single subject teaching credential.

21.2. Those members of the bargaining unit to whom this article (section) applies shall develop an individual program of professional growth which consists of a minimum of one hundred and fifty (150) clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five (5) year period. The five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985. Acceptable activities shall include, but not be limited to, the following:

21.2.1. Courses from a regionally accredited college and university.

21.2.2. Participation in professional conferences, workshops, lectures, by persons of expertise in education.

21.2.3. Teacher Education/Computer Center, Teacher Center, staff development of similar educationally focused institutions.

21.2.4. Service as a Consulting Teacher.

21.2.5. Participation in curriculum development projects.

21.2.6. Participation in systematic programs of observation and analysis of teaching.

21.2.7. Service in a leadership role in a professional organization.

21.2.8. Participation in educational research or innovation efforts.

21.2.9. Creative endeavors in areas such as TV, music or art.

21.2.10. Publication of professional articles in professional journals.

21.2.11. Travel related to teaching area and credential area.


21.2.13. Participation in a speaker's bureau or on talk shows on education related committees.

21.2.14. Membership on state or local education related committees.

21.2.15. Service as a master teacher for student teachers.

21.2.16. Staff meeting called by bargaining unit member's immediate supervisor or other administrator.

21.3. A clock hour is determined by the actual time spent in the activity with the following exception: For courses taken from an accredited college or university, each semester shall equal fifteen (15) clock hours, and each quarter unit shall equal ten (10) clock hours.
21.4. The District shall designate Professional Growth Advisors.

21.5. Prior to beginning an activity which could accumulate clock hours, the member of the bargaining unit shall submit the proposed activity to the advisor. Within five (5) working days, the advisor shall indicate in writing the approval of the proposed plan for accumulation of clock hours. If the member of the bargaining unit desires to amend an already-approved activity for accumulation of clock hours, the same process shall be followed for prior approval.

21.6. Upon completion of the activity, the member of the bargaining unit shall submit to their advisor on a form which contains the following information: Type of activity engaged in, dates of the activity, and the number of clock hours spent in the activity. The advisor shall sign the form and submit it to the district personnel office, with a copy of the signed form to the member of the bargaining unit. This shall constitute the necessary verification that the member of the bargaining unit has completed the number of clock hours specified on the form.
ARTICLE 22. REDUCTION IN FORCE

22.1. The District and the Association agree that all Education Code procedural requirements and provisions for layoff of unit members, as well as the provisions of this article, shall be observed if the District determines that reductions in force are necessary. To the extent any provision contained in this Article is deemed to be contrary to the Education Code, that portion of the agreement shall be given no force and effect. Provisions and procedures related to Early Childhood Educators’ reduction in force are found exclusively at section 22.12 of this Article.

22.2. Prior to the issuance of any layoff notices, the District shall notify the Association of its intent to layoff bargaining unit members. Concurrent with such notification, the District shall provide the Association with the following information:

22.2.1. The name and number of unit members anticipated in the layoff.

22.2.2. A list of all certificated unit members ordered by seniority.

22.2.3. A list of all temporary unit members performing bargaining unit work.

22.2.4. A list of all program and curriculum changes contemplated as a result of the anticipated layoffs.

22.2.5. A list of all certificated unit members who have announced their resignation or retirement, or have been granted a leave of absence from the District.

22.3. The District shall furnish, in writing, a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each unit member relative to other unit members within five (5) days of the Governing Board's action taken to determine the order of termination.

22.4. For unit members who are laid off, the District shall provide the benefits of Article 6 (Fringe Benefit Coverage) through September 30 of the same calendar year.

22.5. Laid off unit members may, at their own expense, purchase medical coverage for up to eighteen (18) months after the effective date of their layoff by submitting to the District an amount equal to the premium for the medical coverage selected by the employee. The employee shall be obligated to follow the procedures set forth by the Business Office for submitting this payment.

22.6. The District shall compensate any permanent unit member who has been laid off in accordance with a reduction-in-force action at his/her daily rate of pay if the employee is hired as a substitute for twenty-one (21) days or more within a period of sixty (60) school days.

22.6.1. These former unit members shall be called for substitute service for a period not to exceed thirty-nine (39) months from date of termination in an order based upon seniority in the district in accordance with provisions of Education Code 44956.

22.7. The District shall compensate any probationary unit member who has been laid off in accordance with a reduction-in-force action at the standard district substitute rate of pay. These former unit members shall be called for substitute service in order based upon seniority in the District but after the former unit members in Section 22.6 above for a period not to exceed twenty-four (24) months from date of termination in accordance with Education Code 44954.
22.8. When re-employment opportunities exist, the District is obligated to make a reasonable effort to contact the eligible former unit member(s) prior to seeking other eligible candidates.

22.8.1. When the employment opportunity is for a day-to-day or short-term substitute position "reasonable effort" shall mean a telephone call to the last known telephone number of the former unit member.

22.8.2. When the employment opportunity is for one (1) semester or more, "reasonable effort" shall mean the sending of a registered letter of notification to the last known address of the former unit member.

22.9. The District shall assist any unit member who is laid off in obtaining information regarding any employment benefit to which he/she is entitled.

22.10. The District and the Association agree that any alleged violation of this article shall be reviewable through the Article 4 Grievance Procedure except that any alleged violation of the Education Code provisions shall be reviewable through existing administrative hearing or legal procedures in lieu of the provisions of Article 4.

22.11. If positions are eliminated due to a lack of funding and subsequently reinstated, unit members who previously held those positions shall have first right of return pursuant to Board Policy 4117.3.

22.12. Early Childhood Educators: The District and the Association agree that the District may layoff a child development employee in accordance with Education Code Section 8366.

22.12.1. The order of layoffs will be determined by length of service (seniority). The last one in shall be the first one out. The seniority date shall be based on the first date of paid probationary service. Service under a 90-day contract as permitted by Education Code Section 8366 shall not count towards determination of seniority.

22.12.2. ECEs may be reinstated to a position not to exceed the amount of permanent full time equivalent status held immediately prior to being laid off. For example, if an ECE was employed for a 0.6 FTE assignment, when laid off, they may be reinstated for not more than a 0.6 FTE assignment.

22.12.3. ECEs with permanent employment status shall hold reinstatement rights for a period of thirty-nine (39) months from the date of layoff. When re-employment opportunities become available, the order of reinstatement of permanent ECEs shall be by seniority with the most senior ECE being reemployed before a more junior ECE, except that no probationary ECE will be rehired before a permanent ECE.

22.12.4. ECE teachers who are laid off shall continue to receive the fringe benefits provided in Section 6.2 of Article 6 of this Agreement for thirty (30) days following the effective date of their layoff.
ARTICLE 23. NON-DISCRIMINATION

23.1. The District shall not discriminate against any unit member on the basis of race, color, creed, age, gender, national origin, marital status, physical handicap, religion, or membership in any employee organization or lawful participation in the activities of any employee organization.
ARTICLE 24. COMPLETION OF MEET AND NEGOTIATION

24.1. During the term of this Agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement.

24.2. Exceptions to this section are noted within the Agreement. Calendar shall be reopened.

24.3. All other articles in the contract shall remain in effect until a successor agreement is negotiated.
ARTICLE 25. JOB SHARING

25.1. Definition: Job sharing shall refer to two (2) unit members sharing one (1) full-time position and shall be considered as a single teaching assignment for the purposes of determining contractual obligations and employment conditions. Placement on the salary schedule and the evaluation cycle shall be based on a full year's actual service.

25.1.1. Two (2) years of service in a job share assignment shall be equivalent to one (1) year of regular service.

25.2. Pairing: Job sharing assignments shall be filled only by unit members who are tenured, who have jointly agreed to work together and have fully completed a proposal of tandem teaching.

25.3. Process for Assignment

25.3.1. Written proposal shall be submitted to the site administrator for initial processing, review and approval on or before March 1 prior to the year in which job sharing will be requested.

25.3.1.1. The job sharing proposal shall specifically address issues including: 1) work schedule and/or work year for each member; 2) appropriateness of members' credentials for assignment, i.e., Special Education, Bilingual, etc.; 3) distribution of fringe benefit package; 4) joint planning time; 5) attendance at district provided in-service and staff development days.

25.3.2. Final approval of the proposal will be made by the Board of Education.

25.3.2.1. Job sharing assignments are for one (1) year only and a new proposal must be submitted and approved annually.

25.3.3. Unit members shall be informed of the status of their proposal by the last day of the school year.

25.4. Compensation: Participants shall be placed appropriately on the unit members' salary schedule and shall receive a pro-rated portion of the individual's yearly salary, receive one (1) step increment for each full year of service, and be given appropriate added increments for advanced degrees or longevity.

25.5. Benefits: Unit members working in such positions shall receive a pro-rated amount of health, welfare, and leave benefits. Contributions to the State Teachers' Retirement System (STRS) shall be proportionate to the time served and salary earned. The unit members shall have the option to allow one (1) job share partner to receive all benefits less the cost of dental and vision for both unit members. The unit member who waives benefit monies shall furnish proof of alternate medical insurance coverage.

25.6. Both members of the job-sharing team shall attend staff development activities provided on staff development days. For those staff development days above the unit member's proportionate share, the unit member shall receive compensatory time in accordance with the conditions of Article 8.5.

25.7. Return to Full-Time: Part-time unit members who hold full-time tenure rights shall be transferred to full-time employment at the beginning of the school year provided they have informed the
employer of their desire to do so prior to May 1st. Return to full-time status does not guarantee placement at the unit member’s current site.

25.7.1. Unit members who participate in a job-sharing assignment shall receive one (1) step increase upon the accumulation of each one (1) full-time equivalent year.

25.8. There shall be no more than eight (8) pairs of job-sharing unit members in the district, and no more than two (2) per site.

25.9. Upon acceptance of the proposal, affected unit members shall sign a contract with DUSD for the following school year. DUEA shall receive a copy of the contract within ten (10) days after its signature.
ARTICLE 26. SUMMER SCHOOL

26.1. Anticipated summer school teaching positions shall be identified and distributed to bargaining unit members and posted at each work site. Unit members who wish to teach a course or grade level offered for the summer session must submit a letter of interest to the personnel office no later than the date listed in the announcement, which must be at least ten (10) student instructional days following the distribution of the announcement. However, the deadline may be no later than thirty (30) days from the end of the school year.

26.2. Summer school assignments shall be made from those unit members who submitted a letter of interest in a timely manner.

26.3. Selection criterion shall include:

   26.3.1. Appropriate teaching credential.
   26.3.2. Recent experience and training in the subject or grade-levels requested.
   26.3.3. Employment status in the following order of priority: permanent, probationary and temporary assignment.
   26.3.4. Total number of summer school teaching assignments during the previous three (3) years.
   26.3.5. Least recent experience in summer school teaching.
   26.3.6. District wide seniority.

26.4. Unit members who are selected on the basis of the established criteria shall be assigned by the summer school principal to teaching positions as close as possible to their most recent regular year teaching assignment.

26.5. A list of those unit members who have submitted letters of interest, along with relevant credentialing, seniority, and recent regular and summer school teaching history shall be provided to the Association Representative prior to the final designation of summer school teaching assignments.

26.6. All applicants shall receive written notification of their summer school status by the last day of the school year.

   26.6.1. A list of substitute teachers shall be composed of applicants who were not assigned to regular summer school positions.
   26.6.2. If this process does not generate a sufficient number of substitutes, a request for substitute memo shall be sent to the bargaining unit.
   26.6.3. Unit members who serve as substitutes shall not have this assignment used for the “total summer school assignments” or “least recent experience” criteria established in 26.3.4 and 26.3.5 when future summer school assignments are considered.

26.7. No unit member shall be required to teach summer school. However, once a member agrees to serve in a particular assignment, such assignment shall not be changed without the approval of the unit member, subject to Section 26.9.
26.8. The summer school class size shall not be more than 20% above the regular school year class size limits as established in Article 10. The District shall make adjustments to class size no later than five (5) working days after the commencement of summer school.

26.9. If a class load drops below twenty-five (25), staff reduction may be made to comply with this contract at any time during the summer session. If there is another summer school vacancy for which the unit member is qualified, the unit member shall have the right to fill that vacancy.

26.9.1. Should a unit member lose employment due to staff reductions, he/she may be placed on the substitute list and shall not have their initial placement counted for either “total summer school assignments” or “least recent experience” criteria established in 26.3.4 and 26.3.5 when considering future summer school assignments.

26.10. It is the intent of the District that all summer school positions be filled with bargaining unit members. Every reasonable effort will be made to ensure that this occurs. In the event that a summer school assignment cannot be filled by a bargaining unit member, the District may fill the position with an appropriately credentialed teacher from outside the unit.

26.11. Unit members selected to teach summer school shall be granted one (1) day of additional illness leave. This day shall be paid at the employee’s summer school daily rate. Unused summer sick leave will not be carried over or applied to the regular school year.

26.11.1. Unit members who have perfect attendance during the summer session shall receive a bonus in the amount of one (1) day’s pay at the employee’s summer school daily rate.

26.11.2. Perfect attendance is defined as total teaching days inclusive of any district directed activities in which an employee participates including, but not limited to workshops, conferences or trainings.
ARTICLE 27. EARLY CHILDHOOD EDUCATORS (“ECES”)

27.1. Non-Applicable Articles to ECEs: The following Articles of this CBA are NOT applicable to ECEs and ECEs will not be entitled to any of the rights provided in these articles for other unit members.

27.1.1. ARTICLE 8: HOURS
27.1.2. ARTICLE 9: ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES
27.1.3. ARTICLE 19: PEER ASSISTANCE AND REVIEW
27.1.4. ARTICLE 21: PROFESSIONAL GROWTH
27.1.5. ARTICLE 25: JOB SHARING
27.1.6. ARTICLE 26: SUMMER SCHOOL

27.2. Applicable Articles to ECEs: The following listed Articles of this CBA are applicable to ECEs as provided herein. ECEs will be entitled only to these rights and only as otherwise specified in this Article 27:

27.2.1. ARTICLE 1: AGREEMENT
27.2.2. ARTICLE 2: RECOGNITION (*As amended and modified in the Tentative Agreement)
27.2.3. ARTICLE 3: DISTRICT RIGHTS
27.2.4. ARTICLE 4: GRIEVANCE PROCEDURE: Only to grieve a position within an Article that is applicable to an ECE
27.2.5. ARTICLE 5: PAYROLL DEDUCTIONS
27.2.6. ARTICLE 6: COMPENSATION AND BENEFITS: (*As amended and modified in the Tentative Agreement)
27.2.7. ARTICLE 7: WORKING CONDITIONS: (*As amended and modified in the Tentative Agreement)
27.2.8. ARTICLE 10: CLASS SIZE: (*As amended and modified in the Tentative Agreement)
27.2.9. ARTICLE 11: EVALUATIONS: (*As amended and modified in the Tentative Agreement)
27.2.10. ARTICLE 12: LEAVE PROVISIONS: (*As amended and modified in the Tentative Agreement)
27.2.11. ARTICLE 13: ASSOCIATION RIGHTS: (*As amended and modified in the Tentative Agreement)
27.2.12. ARTICLE 14: JUST CAUSE AND DUE PROCESS (*As amended and modified in the Tentative Agreement)
27.2.13. ARTICLE 15: SAVINGS PROVISIONS

27.2.14. ARTICLE 16: CONCERTED ACTIVITIES

27.2.15. ARTICLE 17: SUPPORT OF AGREEMENT

27.2.16. ARTICLE 18: EFFECT OF AGREEMENT

27.2.17. ARTICLE 20: PERSONAL AND ACADEMIC FREEDOM (*As amended and modified in the Tentative Agreement)

27.2.18. ARTICLE 22: REDUCTION IN FORCE (*As amended and modified in the Tentative Agreement)

27.2.19. ARTICLE 23: NON-DISCRIMINATION

27.2.20. ARTICLE 24: COMPLETION OF NEGOTIATION

27.3. Definitions: The following terms and definitions are applicable to this Article only:

27.3.1. Early Childhood Educator: A bargaining unit member assigned to serve as an instructor within the District’s Early Childhood Program.

27.3.2. Regular Assignment: Shall refer to the site or location determined for service for an ECE for a specific academic year. Regular Assignments may vary from year to year based on the District’s determination of needs of the Early Childhood Program.

27.3.3. School Site: Refers to the location where Early Childhood Program services are provided to enrolled students.

27.3.4. Seniority: Solely for purposes of determining the length of relative service as between Early Childhood Educators, the first day of paid service in an Early Childhood Classroom will be used to establish a seniority date. A list will be compiled based on the order of seniority dates to establish relative seniority. Seniority does not confer permanent employment on any ECE unit member.

27.3.5. Site Administrator: As it pertains to ECEs, this term shall mean and include the Early Childhood Program Administrator and not a site principal.

27.4. Work Year and Hours

27.4.1. The Work Year: The scheduled work days shall be according to the Early Childhood Program “full-day/full year” schedule or the District’s regular school year schedule. The full day/full year schedule shall have a positive work year of 214 work days. The regular school year schedule shall include a work year of 185 service days for returning ECE unit members and 186 service days for new ECE unit member.

27.4.1.1. ECE Unit Members will be required to attend Back to School night and Open House activities as part of their professional responsibilities and will be compensated at their hourly rate of pay.
27.4.1.2. Parent-Teacher Conferences - Conference time shall be uninterrupted by District/Site meetings. Parent-Teacher Conferences shall take place during the work day, bi-annually, in the Fall and the Spring. Days for Parent –Teacher Conferences shall be set by the Site Administrator in compliance with regulatory requirements.

27.4.2. The Work Day: The site administrator shall set the start, stop and preparation times for each ECE unit member, based on the school site’s needs.

27.4.2.1. Full time hours will be 7.0, exclusive of a 30 minute duty-free lunch, with a 10 minute morning break period and 10 minute afternoon break.

27.4.2.2. Part-time hours will be 4.5 hours, with a 10 minute rest period.

27.4.2.3. Preparation Time: The parties agree that, “as part of the work day, full-time ECEs shall receive 100 minutes of preparation time and part-time ECEs shall not receive less than 75 minutes of prep time during their work day.”

27.4.3. Program/Site Meetings: Meetings shall occur during the ECE’s scheduled work day. Meeting schedules shall be established by the Early Childhood Program. A change to the established schedule shall be communicated not later than 24 hours before the proposed change. Except in an emergency, as defined in Section 3.3 of ARTICLE 3, no meetings shall be called on the days before Thanksgiving, Winter and Spring recess or any minimum days scheduled for the last week of school.

27.5. ECE Transfers: “Transfer” is defined as a change to or from one site to another. Voluntary transfers are initiated by the ECE member. Involuntary transfers are initiated by the District.

27.5.1. Voluntary Transfers (For the subsequent school year)

27.5.1.1. The District shall post a notice of ECE vacancies by May 28th of each school year.

27.5.1.2. An ECE member may submit a written request for transfer to the District at any time including, but not limited to, after the posting of a vacancy.

27.5.1.3. The following shall be considered in evaluating the request for a voluntary transfer (list of criteria to be considered is not presented in any priority order): credentials held by the ECE member; ECE member’s strength in early childhood development as documented through observation and documentation by the site administrator; ECE member’s major and minor field of study; ECE member’s district wide seniority; staffing needs of the site and quality of performance as determined by the supervisor responsible for evaluation.

27.5.1.4. If more than one ECE member is requesting a transfer to the same position, provided that one of the ECE members applying is selected for the position, within five (5) working days of applicants being informed that they were not selected, those applicants may request a written statement of reasons. The Site Administrator shall provide a written statement of reasons within five (5) working days.
27.5.2. Involuntary Transfers

27.5.2.1. Involuntary Transfers of ECEs shall be based on the needs of the District, to meet and/or improve the needs of the educational program of the site or sites, provide a more satisfactory level of service or staff composition to a site or sites, or may be made for any of the following reasons:

(a) To adjust staffing ratios at a site to meet the student enrollment needs.

(b) To meet changes in curriculum needs or modification of the early childhood program.

(c) To comply with any legal requirements imposed on the early childhood program by law, regulation, court order or decree.
ARTICLE 28.  CAREER TECHNICAL EDUCATORS (“CTE”)

28.1. Non-applicable Articles to CTs: The following Articles of this CBA are NOT applicable to CTEs and CTEs will not be entitled to any of the rights provided in these articles for other unit members.

28.1.1. ARTICLE 8: HOURS, except as specifically provided within this Article.

28.1.2. ARTICLE 19: PEER ASSISTANCE AND REVIEW

28.1.3. ARTICLE 21: PROFESSIONAL GROWTH

28.1.4. ARTICLE 25: JOB SHARING

28.1.5. ARTICLE 26: SUMMER SCHOOL

28.1.6. ARTICLE 27: EARLY CHILDHOOD EDUCATION (“ECE”)

28.2. The following Articles are applicable to CTEs as provided herein. CTEs will be entitled only to these rights and only as otherwise specified in this Article 28:

28.2.1. ARTICLE 1: AGREEMENT

28.2.2. ARTICLE 2: RECOGNITION, as amended.

28.2.3. ARTICLE 3: DISTRICT RIGHTS

28.2.4. ARTICLE 4: GRIEVANCE PROCEDURE, as amended

28.2.5. ARTICLE 5: PAYROLL DEDUCTIONS

28.2.6. ARTICLE 6: COMPENSATION AND BENEFITS, as amended

28.2.7. ARTICLE 7: WORKING CONDITIONS, as amended

28.2.8. ARTICLE 9: ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES, as amended

28.2.9. ARTICLE 10: CLASS SIZE, as amended

28.2.10. ARTICLE 11: EVALUATIONS, as amended

28.2.11. ARTICLE 12: LEAVE PROVISIONS, as amended

28.2.12. ARTICLE 13: ASSOCIATION RIGHTS, as amended

28.2.13. ARTICLE 14: JUST CAUSE AND DUE PROCESS

28.2.14. ARTICLE 15: SAVINGS PROVISIONS

28.2.15. ARTICLE 16: CONCERTED ACTIVITIES

28.2.16. ARTICLE 17: SUPPORT OF AGREEMENT
28.2.17. ARTICLE 18: EFFECT OF AGREEMENT

28.2.18. ARTICLE 20: PERSONAL AND ACADEMIC FREEDOM, as amended

28.2.19. ARTICLE 22: REDUCTION IN FORCE

28.2.20. ARTICLE 23: NON-DISCRIMINATION

28.2.21. ARTICLE 24: COMPLETION OF MEET AND NEGOTIATION

28.3. DEFINITIONS:

28.3.1. **Site Administrator**: As it pertains to CTEs, shall mean to include the site Principal, Assistant Principals and Director of College, Career, Community Services & Alternative Education.

28.4. Work Year and Hours

28.4.1. **The Work Year**: The scheduled work days shall be according to the District’s regular school year calendar which is included in the appendix. The work year schedule shall include a work year of 185 service days for returning CTE unit members and 186 service days for new CTE unit members.

28.4.2. **The Work Day**: For a full time CTE, the work day shall begin no later than 5 minutes before the instructional day for not less than 7 hours of service which shall include a 15-minute morning duty free recess/break and up to a forty (40) minute, but no less than a thirty (30) minute, duty free lunch period, however said duty-free lunch period may be off campus.

28.4.3. CTE Unit Members will be required to attend Back to School night and Open House activities as part of their professional responsibilities and will be compensated at their hourly rate of pay.

28.4.4. **Parent-Teacher Conferences** – CTE Unit Members will be required to attend Parent Teacher Conference as part of their professional responsibilities. This time shall be uninterrupted by District/Site meetings. Parent-Teacher Conferences shall take place during the work day, bi-annually, in the Fall and the Spring. Days for Parent-Teacher Conferences shall be set by the Site Administrator in compliance with regulatory requirements.

28.4.5. For CTE’s preparation/conference time in grades 6-12 shall be not less than one teaching period. A CTE unit member who voluntarily accepts an offer of an extra teaching assignment during his/her conference/preparation period shall receive compensation at the rate of one hour for each period/hour of Conference Time preparation.

28.4.6. **OTHER APPLICABLE TERMS REGARDING HOURS**: The following additional provisions and their subparts regarding hours as found in Article 8, as only defined herein, shall apply to CTEs:

28.4.6.1. **Section 8.4 – Routine Office Hours**
28.4.6.2. Section 8.5- Compensatory Time (District proposes amending the “SITE” list at 8.5.1.2 to include “CTE – Acquiring Supplies and Materials offsite”)

28.4.6.3. Section 8.6 – Pupil Minimum Days

28.4.6.4. Section 8.7 – Personal Emergency

28.4.6.5. Section 8.8 – Voluntary Substitutions

28.4.6.6. Section 8.9 – Bus and Yard Duty Assignments

28.4.6.7. Section 8.10 – Stipend for Special Services

28.4.6.8. Section 8.12 – Site Meetings

28.4.6.9. Section 8.13 – School Improvement Program/In-Service Schedule

28.4.6.10. Section 8.14 – Special Training

28.4.6.11. Section 8.15 – Exception to Meetings

28.4.6.12. Section 8.16 – Early Release Days [As amended in Article 8, above:]
Pursuant to Chapter 961, California Statutes 1973, the Duarte Unified Education Association/CTA/NEA hereby requests recognition as the exclusive representative for a unit of all long term temporary, probationary, and permanent certificated employees under contract to the Board excluding:

- Superintendent
- Deputy Superintendent
- Assistant Superintendent
- Middle School Principal
- Elementary School Principal
- High School Principal
- High School Assistant Principal
- High School Administrative Coordinator
- Continuation High School Principal
- Dean of Guidance
- District Psychologist
- Special Projects Director

a unit comprising approximately 185 employees of the district, a majority of whom wish to be represented by this organization.

Proofs of support of a majority of said employees in the form of authorization cards are herewith submitted.

No other employee organization is known to have been recognized or to have demanded recognition as exclusive representative for any of the employees in the above described unit.

There is no known written agreement between another employee organization and the district covering any of the employees in the above described unit.

A copy of this precision is being mailed to the Education Employment Relations Board.

Yours,

Jim Miller
First Vice President

JM:dg
cc: PERS
    Dr. Richard Key
Enc.

(A signed copy of this document is on file at the District Office)
Mr. Logsdon moved, Mr. Jones seconded, and the Board unanimously approved recognition of the Duarte Unified Education Association/CTA/NEA as the appropriate unit for Certificated Personnel, per agreement.

I certify that the foregoing is a true and exact copy of minute action of the Board of Education of the Duarte Unified School District on the following meeting date.

May 10, 1976

Richard C. Key
Secretary of the Board of Education

(A signed copy of this document is on file in the District Office)
DUARTE UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM
LEVEL 1

NAME OF GRIEVANT/S _______________________________ DATE____________________

ASSIGNMENT: ___________________ SITE: ___________________

CLASSIFICATION: TEMPORARY _______ PROBATIONARY _______ PERMANENT _______

YEARS OF SERVICE IN DUARTE: _______ YEARS/CREDS: ___________________

Date of Informal Grievance to Administrator: _______ Date Administrator responded to Informal Grievance: _______

LEVEL 1 – Date Cause of Grievance Occurred: _____________

Statement of Grievance (include names, dates, etc.) __________________________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________

Steps Already Taken: ______________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

Disposition Requested: _____________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

________________________
Signature of Grieving/s Date

DISPOSITION BY PRINCIPAL/SUPERVISOR (Include reasons for decision): ___________________________________________
________________________________________________________________________________________________________
________________________________________________________________________________________________________

________________________
Signature of Principal/Supervisor Date

POSITION OF GRIEVANT/S ___________________________________________________________
________________________________________________________________________________
________________________________________________________________________________

________________________
Signature of Grieving/s Date

Submit in Duplicate
Additional sheets may be added
FORM GR-1

APPENDIX B-1
DUARTE UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM
LEVEL II

NAME OF GRIEVANT/S__________________________  DATE__________________

PLEASE ATTACH COPIES OF:

DISTRIBUTION OF FORM:

A. LEVEL I – FORM GR-I
B. ANY ADDITIONAL SHEETS

LEVEL II:
DATE RECEIVED BY SUPERINTENDENT:__________________

A. DISPOSITION (include reasons decision) __________________________________________________
________________________________________________________________________________________________
________________________________________________________________________________________________
________________________________________________________________________________________________
________________________________________________________________________________________________
________________________________________________________________________________________________
SIGNATURE OF SUPERINTENDENT  DATE

B. POSITION OF GRIEVANT/S:____________________________________________________

Submit in Duplicate
Additional sheets may be added
FORM GR-I

APPENDIX B-2
CERTIFICATED

DUARTE UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM III-A
SELECTION OF ARBITRATOR
LEVEL III

NAME OF GRIEVANT/S:______________________________  FILING DATE:___________

PLEASE ATTACH COPIES OF:  DISTRIBUTION FORM:

A. LEVEL I - FORM GR-I  1.
   2.
B. LEVEL II – FORM GR-II  3.
   4.
C. ANY ADDITIONAL SHEETS  5.

The undersigned, a party to the agreement between the Board and the Association dated___________
Hereby invokes Article 4.5 of that agreement.  Date

On or before______________, the parties shall meet for the purpose of selecting an arbitrator.  Date

Signed:________________________________________
TITLE:________________________________________
ADDRESS:____________________________________
CITY:________________________________________
STATE:________________________________________
PHONE (HOME):________________________________

ARBITRATOR SELECTED:________________________________________________________

List of names requested from State Conciliation Service and American Arbitration Association_______  Date

Meeting held to select arbitrator from list________________________  Date

Arbitrator Selected________________________________________

Additional Sheets May be Added
FORM- GR-III

APPENDIX B-3A
CERTIFICATED

DUARTE UNIFIED SCHOOL DISTRICT
GRIEVANCE FORM III-B
SUBMISSION TO ARBITRATION

PLEASE ATTACH COPIES OF:
A. LEVEL I FORM GR-I
B. LEVEL II FORM GR-II
C. LEVEL III FORM GR-III-A
D. ANY ADDITIONAL SHEETS

DATE: ________________

TO: _____________________________________________________________

Arbitrator Selected

The named parties hereby submit the following dispute to arbitration under Article 4 of our written agreement/contract dated_________________________.

Date
(See attached written agreement/contract)

Circle the Applicable One:
1. Determination Arbitrability
2. Resolution of Grievance

__________________________________________________________________________________________
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REMEDY SOUGHT:

We agree that we will abide by and perform any Award rendered hereunder and that a judgment may be entered upon the Award.

EMPLOYER: DUARTE UNIFIED SCHOOL DISTRICT
SIGNED BY: ________________________________________________
ADDRESS:   ________________________________________________
ASSOCIATION: DUEA/CTA/NEA
SIGNED BY: ________________________________________________
ADDRESS:   ________________________________________________

FORM III-B
APPENDIX B-3B
92
NOTE: It is the endeavor of the Duarte Unified School District to assign teachers where they will function most effectively in the educational program. Many factors must be taken into Consideration in terms of subject matter balance, relationships, school balance and the District objectives when considering each placement.

Wherever possible, the Duarte Unified School District wishes to accommodate the request of the staff member. All factors will be carefully weighed in the final judgments made.

NAME_____________________________________________ DATE___________________

Type of Credential(s) Held: ___________________________________________________________

Present Grade Level Assignment (Elementary)_________________________ School____________
Present Subject Assignment(s)(Secondary)________________________________________________

Request is made that I be transferred as follows:

TO: School- 1st Choice_____________ 2nd Choice_____________ 3rd Choice_____________
Grade Level- 1st Choice_____________ 2nd Choice_____________ 3rd Choice_____________
Subject change (Secondary) 1st Choice_____________ 2nd Choice_____________
3rd Choice_____________

Reason for Request______________________________________________________________
_________________________________________________________________________________

______________________________________________
Signature of Principal or Division Head (Not Mandatory)

Action by the Personnel Office-(Check one and add appropriate remarks, if any)
Approval____________________ Disapproval__________________ Modification________________
Remarks___________________________________________________________________________
_________________________________________________________________________________
Certificated employee notified in writing of final action on________________________ Date

DISTRIBUTION:
1st -Personnel
2nd-Teacher
3rd-Principal

_________________________________________
Personnel Administrator

APPENDIX C
93
DUARTE UNIFIED SCHOOL DISTRICT

Initial Preferences for Assignments

____________________
School Year

Name: _____________________

Current Assignment: ______________________

Preferences for Assignment for the School Year: __________________________

1. __________________________________

2. _________________________________

3. _________________________________

________________________________
_________________
Signature Date

This form is due no later than: _____________________

(This form is to be submitted to the site administrator when staffing assignments are first being developed within each site.)
DUARTE UNIFIED SCHOOL DISTRICT

Preferences for Assignments

__________________________________________

School Year

Name: ________________________________

Current Assignment: ______________________

Preferences for Assignment for the School Year: ________________________________

2. ________________________________

2. ________________________________

3. ________________________________

_________________________________________________________________

Signature Date

This form is due no later than: _____________________

(This form should be used to communicate preferences for reassignment after the site administrator has made the initial assignments and posted site vacancies)
To: __________________________

From: __________________________, Principal

Date: __________________________

Subject: __________________________Teaching Assignment

School Year

Listed below is your expected assignment for the _________ school year. While it is highly probable that this will be your teaching assignment for next year, you should remember that all assignments are contingent upon programmatic necessities, changes in student enrollment patterns and credential or experience requirements.

This notification is made in accordance with Article 9, of the current collective bargaining agreement.

GRADE LEVEL / SUBJECT AREA FOR _________ school year.

Elementary: __________________________

Secondary: __________________________
Write at least one objective for each of the seven standards

<table>
<thead>
<tr>
<th>Standard I: Engages All Students in the Learning Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Makes learning goals and instructional procedures clear to all students</td>
</tr>
<tr>
<td>Makes content and processes comprehensible and meaningful to all students</td>
</tr>
<tr>
<td>Identifies and addresses the varying abilities and needs of each student</td>
</tr>
<tr>
<td>Encourages students to extend their thinking</td>
</tr>
<tr>
<td>Fosters student-directed learning</td>
</tr>
<tr>
<td>Guides and coaches students in the learning process</td>
</tr>
<tr>
<td>Uses instructional time effectively</td>
</tr>
<tr>
<td>Uses students’ prior knowledge to focus and engage learners</td>
</tr>
</tbody>
</table>

Evaluatee’s Objective(s)

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)
### Standard II: Creates and Maintains an Effective Environment for Student Learning

- Organizes the physical environment to support teaching and learning
- Plans and implements classroom procedures and routines
- Establishes and maintains standards for student behavior
- Establishes a climate that promotes fairness, respect, and access to learning
- Promotes social development and group responsibility
- Establishes and maintains rapport with students
- Establishes a safe environment for students

#### Evaluatee’s Objective(s)

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)

### Standard III: Understands and organizes content knowledge for student learning

- Adheres to district curriculum and course outlines
- Demonstrates knowledge of subject matter content
- Demonstrates understanding of key subject matter concepts and their interrelationships for students
- Uses appropriate materials, resources, and technology to make subject matter accessible to students
- Integrates ideas and information across disciplines.

#### Evaluatee’s Objective(s)

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)
### Standard IV: Plans Instruction and Design Effective Learning Experiences for All Students

| Establishes and articulates challenging learning goals for all students |
| Demonstrates understanding of students’ developmental learning needs |
| Uses knowledge of student background, ability, and expertise to plan instruction |
| Draws up student diversity in planning instruction |
| Designs instructional plans to meet student needs and interests |
| Demonstrates an understanding of the connection between past and future learning experiences |
| Designs lessons with clear goals and logical transitions |

#### Evaluatee’s Objective(s)

**Objective**: (include methods of assessment) (fall)

**Degree of Attainment**: (spring)

### Standard V: Assesses Student Learning to Determine Instruction

| Establishes appropriate learning expectations for all students |
| Collects and uses multiple sources of information about students and their work |
| Involves students in assessing their own work |
| Communicates with students, parents, staff, and other audiences about student progress |
| Uses results of assessments to plan for future instruction |
| Uses a variety of ongoing assessments to monitor learning and adjust instruction |

#### Evaluatee’s Objective(s)

**Objective**: (include methods of assessment) (fall)

**Degree of Attainment**: (spring)
<table>
<thead>
<tr>
<th>Standard VI: Develops as a Professional Educator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reflects on teaching and learning</td>
</tr>
<tr>
<td>Involves families and community members in student learning</td>
</tr>
<tr>
<td>Works with colleagues to improve teaching and learning</td>
</tr>
<tr>
<td>Actively pursues opportunities to contribute and grow professionally</td>
</tr>
<tr>
<td>Models life-long learning by keeping current on latest research and advancement in education</td>
</tr>
</tbody>
</table>

**Evaluatee’s Objective(s)**

<table>
<thead>
<tr>
<th>Objective: (include methods of assessment) (fall)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Degree of Attainment: (spring)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Standard VII: Fulfills Professional Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintains records and/or reports</td>
</tr>
<tr>
<td>Adheres to timelines in all areas of responsibility</td>
</tr>
<tr>
<td>Supervises students outside of classroom, as assigned</td>
</tr>
<tr>
<td>Attends required meetings</td>
</tr>
<tr>
<td>Works effective and cooperatively with others</td>
</tr>
<tr>
<td>Utilizes effective communication</td>
</tr>
<tr>
<td>Adheres to assigned work schedule</td>
</tr>
<tr>
<td>Maintains professional demeanor and appearance</td>
</tr>
<tr>
<td>Fulfills duties as assigned, and as noted in the Collective Bargaining Agreement</td>
</tr>
</tbody>
</table>

**Evaluatee’s Objective(s)**

<table>
<thead>
<tr>
<th>Objective: (include methods of assessment) (fall)</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>Degree of Attainment: (spring)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Signature of Evaluator</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Evaluatee</td>
<td>Date</td>
</tr>
</tbody>
</table>
Certificated Employee: ____________________________________________

Site: ___________________________ School Year: ____________________

Grade Level, Subject, or Position _________________________________________

Status: Permament ______  Probationary _______  Temporary _______

**Write at least one objective for each of the seven standards**

<table>
<thead>
<tr>
<th>Standard I: Supports &amp; Promotes All Students in the Learning Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Makes learning goals and instructional procedures clear</td>
</tr>
<tr>
<td>Makes content and processes comprehensible and meaningful</td>
</tr>
<tr>
<td>Identifies and addresses the varying abilities and needs of each student</td>
</tr>
<tr>
<td>Promotes critical thinking</td>
</tr>
<tr>
<td>Guides and Coaches students and teachers in the teaching and learning process</td>
</tr>
</tbody>
</table>

**Evaluatee’s Objective(s)**

<table>
<thead>
<tr>
<th>Objective: (include methods of assessment) (fall)</th>
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</table>

<table>
<thead>
<tr>
<th>Degree of Attainment: (spring)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard II: Creates and Maintains an Effective Environment for Student Learning</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Effectively coaches teachers to plan and implement classroom procedures and routines</td>
</tr>
<tr>
<td>Establishes and maintains standards for student behavior</td>
</tr>
<tr>
<td>Promotes equity, fairness, and respect among all members of the school community</td>
</tr>
<tr>
<td>Promotes social development and group responsibility</td>
</tr>
<tr>
<td>Establishes and maintains rapport with students</td>
</tr>
<tr>
<td>Establishes and maintains procedures and routines school wide</td>
</tr>
<tr>
<td>Establishes a safe environment for students</td>
</tr>
<tr>
<td>Shapes a culture in which high expectations are the norm for each student and teacher as evident in rigorous academic work</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluatee’s Objective(s)</th>
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<tbody>
<tr>
<td>Objective: (include methods of assessment) (fall)</td>
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<thead>
<tr>
<th>Degree of Attainment: (spring)</th>
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<table>
<thead>
<tr>
<th>Standard III: Understands and Organizes Content Knowledge for Student Learning</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adheres to state content standards, district curriculum, and course outlines (i.e. intervention classes, ELD, grade-level planning, collaborative)</td>
</tr>
<tr>
<td>Demonstrates knowledge of subject matter content across grade levels</td>
</tr>
<tr>
<td>Demonstrates understanding of key subject matter concepts and their interrelationships for students</td>
</tr>
<tr>
<td>Uses appropriate materials, resources, and technology to make subject matter accessible to students, serves as a resource to teachers in this area</td>
</tr>
<tr>
<td>Integrates ideas and information across disciplines</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Evaluatee’s Objective(s)</th>
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</thead>
<tbody>
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<tr>
<th>Degree of Attainment: (spring)</th>
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</thead>
</table>
Standard IV: Plans Instruction and Design Effective Learning Experiences for All Students

- Demonstrates understanding of students’ developmental learning needs
- Uses knowledge of student background, ability, and expertise to support the planning process (i.e., intervention classes, ELD, grade-level planning, collaborative, test prep courses)
- Draws up on student diversity when coaching teachers
- Supports teachers with the design of instructional plans to meet student needs and interests
- Provides coaching to teachers with clear goals and logical transitions and assists teachers in doing the same
- Shapes and designs programs, and activities to ensure that they are integrated, articulated throughout the grade levels and consistent with the school or program vision

Evaluatee’s Objective(s)

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)

Standard V: Assesses Student Learning to Determine Instruction

- Utilizes multiple assessments to evaluate student learning in an ongoing process focused on improving the academic performance of each student
- Uses results of assessments to plan for future instruction.
- Communicates with students, parents, staff, and other audiences about student progress

Evaluatee’s Objective(s)

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)
### Standard VI: Develops as a Professional Educator

- Reflects on teaching and learning
- Involves families and community members in student learning
- Works with colleagues to improve teaching and learning
- Actively pursues opportunities to contribute and grow professionally
- Models life-long learning by keeping current on latest research and advancement in education
- Demonstrates leadership skills by guiding and supporting the long-term professional development of staff

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<tr>
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<tbody>
<tr>
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<td>Degree of Attainment: (spring)</td>
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</tbody>
</table>

### Standard VII: Fulfills Professional Responsibilities

- Maintains records and/or reports
- Adheres to timelines in all areas of responsibility
- Supervises students outside of classroom, as assigned
- Attends required meetings
- Works effective and cooperatively with others
- Utilizes effective communication
- Adheres to assigned work schedule
- Maintains professional demeanor and appearance
- Fulfills duties as assigned, and as noted in the Collective Bargaining Agreement

<table>
<thead>
<tr>
<th>Evaluatee’s Objective(s)</th>
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</thead>
<tbody>
<tr>
<td>Objective: (include methods of assessment) (fall)</td>
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<td>Degree of Attainment: (spring)</td>
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</tbody>
</table>

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Signature of Evaluator  Date  
Signature of Evaluatee  Date

APPENDIX D-1(b)

104
Certificated Employee: ____________________________________________

Site: ___________________________________ School Year: ________________

Grade Level, Subject, or Position ______________________________________

Status: Permanent__________ Probationary_______ Temporary__________

**Write at least one objective for each of the six standards**

<table>
<thead>
<tr>
<th>Standard I: Engages, Advocates for and Supports All Students in the Learning Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ensures all students are engaged in a system of support designed for learning and academic success</td>
</tr>
<tr>
<td>Identifies student problems in their earliest stages and implement prevention and intervention strategies</td>
</tr>
<tr>
<td>Provides a safe, welcoming environment in which students discuss their academic needs and concerns</td>
</tr>
<tr>
<td>Advocates for educational opportunity, equity and access for all students</td>
</tr>
<tr>
<td>Implements an effective referral process with/for administrators, teachers and other school personnel</td>
</tr>
<tr>
<td>Provides guidance workshops and presentations to students (i.e., financial aid information, A-G and high school graduation requirements, etc.)</td>
</tr>
</tbody>
</table>

**Evaluatee’s Objective(s)**

<table>
<thead>
<tr>
<th>Objective: (include methods of assessment) (fall)</th>
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</table>

<table>
<thead>
<tr>
<th>Degree of Attainment: (spring)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard II: Creates and Maintains an Effective Environment for Student Learning</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Identifies needs and places students in the appropriate instructional program</td>
</tr>
<tr>
<td>Provides continuous evaluation of student’s academic progress (i.e. gpa, credits earned and A-G status)</td>
</tr>
<tr>
<td>Encourages/assists student’s to achieve their maximum academic potential</td>
</tr>
<tr>
<td>Effectively communicates promotion/graduation requirements to students/parents</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Objective: (include methods of assessment) (fall)</td>
</tr>
<tr>
<td>Degree of Attainment: (spring)</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Standard III: Informs and Educates Student’s Career Choice/Pathways</th>
</tr>
</thead>
<tbody>
<tr>
<td>Encourages students to locate, evaluate, and interpret career information</td>
</tr>
<tr>
<td>Helps students to acquire employability skills such as working on a team, problem solving and organizational skills</td>
</tr>
<tr>
<td>Aids students in identifying personal skills, interests, and abilities that will relate to their current career choices</td>
</tr>
<tr>
<td>Establishes and maintains four year plans for incoming freshmen</td>
</tr>
<tr>
<td>Interprets and uses student assessment data with students and parents in developing personal, academic, and career plans</td>
</tr>
<tr>
<td>Assists student in identifying appropriate post-secondary educational training options</td>
</tr>
<tr>
<td>Provides guidance workshops/presentations to students</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Degree of Attainment: (spring)</td>
</tr>
</tbody>
</table>
### Standard IV: Assists Students with Personal/Social Development

- Demonstrates understanding of students’ developmental learning needs
- Provides help/resources for at risk students
- Identifies and refers special needs students
- Assists students in development of interpersonal skills
- Maintains advocates confidentiality
- Maintains appropriate standards of behavior, mutual respect, and safety
- Counsels individual students and groups of students with identified needs/concerns

### Evaluatee’s Objective(s)

<table>
<thead>
<tr>
<th>Objective: (include methods of assessment) (fall)</th>
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<table>
<thead>
<tr>
<th>Degree of Attainment: (spring)</th>
</tr>
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</table>

### Standard V: Develops as a Professional Educator

- Reflects on teaching and learning as related to area of practice
- Involves families and community members in student learning
- Actively pursues opportunities to contribute and grow professionally
- Models life-long learning by keeping current on latest research and advancement in education
- Adheres to professional codes of ethics

### Evaluatee’s Objective(s)

<table>
<thead>
<tr>
<th>Objective: (include methods of assessment) (fall)</th>
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<tr>
<th>Degree of Attainment: (spring)</th>
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</table>

**APPENDIX D-1(c)**

107
### Standard VI: Fulfills Professional Responsibilities

- Provides consultation for students, teachers and parents
- Collaborates with staff to improve teaching and learning
- Develops, maintains and submits all records and/or reports within designated timelines
- Supervises students outside of classroom as assigned
- Attends required meetings
- Works effectively and cooperatively with others
- Utilizes effective communication when dealing with stakeholders
- Adheres to assigned work schedule
- Maintains professional demeanor and appearance
- Maintains records and/or reports
- Fulfills duties as assigned, and as noted in the Collective Bargaining Agreement

### Evaluatee’s Objective(s)

**Objective:** (include methods of assessment) (fall)

**Degree of Attainment:** (spring)

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**Signature of Evaluator**  
**Signature of Evaluatee**

**Date**  
**Date**

---
Write at least one objective for each of the seven standards

<table>
<thead>
<tr>
<th>Standard I: Suggests realistic and effective intervention strategies for teachers to use with students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assists in early identification of students’ school-related problems.</td>
</tr>
<tr>
<td>Carefully observes student behavior and/or performance before developing intervention strategies.</td>
</tr>
<tr>
<td>Responds with suggested strategies promptly after referral or request for assistance.</td>
</tr>
<tr>
<td>Assists teacher or student in implementation of strategies if requested.</td>
</tr>
<tr>
<td>Seeks feedback from teachers or student regarding effectiveness of intervention strategies.</td>
</tr>
<tr>
<td>Develops effective intervention strategies based on knowledge and understanding of learning styles.</td>
</tr>
</tbody>
</table>

**Evaluatee’s Objective(s)**

<table>
<thead>
<tr>
<th>Objective: (include methods of assessment) (fall)</th>
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<table>
<thead>
<tr>
<th>Degree of Attainment: (spring)</th>
</tr>
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<tbody>
<tr>
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</tr>
</tbody>
</table>
**Standard II: Works effectively with students.**

| Develops and implements prevention programs related to current social concerns. |
| Counsels students individually or in groups on improvement of educational programs and personal adjustment. |
| Intervenes effectively with students in crisis situations. |
| Uses language appropriate to the listener, including non-vocal communication when necessary. |
| Provides activities that promote feelings of self-worth and self-esteem. |
| Encourages others to understand and respect those with disabilities. |

**Evaluatee’s Objective(s)**

| Objective: (include methods of assessment) (fall) |

| Degree of Attainment: (spring) |

**Standard III: Uses effective consultative behaviors.**

| Is knowledgeable about the behavior of individual children. |
| Identifies useful resources and follows up on problems and strategies after initial contact. |
| Respects values different from his/her own. |
| Provides alternatives in dealing with problem situations. |
| Helps staff work more effectively with parents. |
| Involves staff as participants in problem-solving process. |

**Evaluatee’s Objective(s)**

| Objective: (include methods of assessment) (fall) |

| Degree of Attainment: (spring) |
**Standard IV: Consults effectively with parents, staff, and teachers.**

| Confers cooperatively with teachers and other school personnel to discuss student needs and to develop plans for remediation of problems in the areas of student learning and adjustment. |
| Consults with parents about strategies that will meet students’ needs. |
| Confers with parents concerning their feelings about special education services/placements; prepares them for multidisciplinary conference. |
| Applies knowledge about principles and methods of behavior analysis in designing and implementing behavioral change programs for individual students. |
| Participates in Student Study Team, eligibility, and IEP committees to help meet the needs of identified students. |
| Serves on, or leads, multidisciplinary teams for staffing meetings. |
| Develops and provides group parent education training as needed. |
| Interviews parents to gather diagnostic information. |
| Develops and recommends effective intervention. |
| Conducts follow-up conferences with parents to determine efficacy of intervention. |
| Provides information about relevant community agencies. |

**Evaluatee’s Objective(s)**

| Objective: (include methods of assessment) (fall) |

| Degree of Attainment: (spring) |

**Standard V: Demonstrates appropriate use of assessment tools and techniques.**

| Demonstrates assessment knowledge and skills in areas of academic performance, behavior, and social/emotional development and functioning. |
| Uses various techniques to assess classroom/school situations (observations, checklists, questionnaires, and socio-metrics). |
| Analyzes, integrates, and interprets information from a variety of sources to make diagnosis and recommendations regarding needs for services. |
| Communicates verbally and in written form the student’s present level of functioning and educational needs. |
| Conducts valid psychological and psycho-educational assessment relevant to referral questions. |

**Evaluatee’s Objective(s)**

| Objective: (include methods of assessment) (fall) |

| Degree of Attainment: (spring) |
Standard VI: Maintains efforts for continuing professional growth.

- Contributes to the development of the profession by the education and supervision of interns.
- Participates in professional meetings and workshops to improve knowledge and shares information with stakeholders.
- Reviews professional literature and makes use of new information in procedures.
- Applies knowledge gained from continuing education activities.
- Explores and disseminates information about new or improved methods of serving students.
- Participates in professional organizations.
- Evaluates and identifies areas of personal strength and weakness and seeks improvement of skills and professional performance.
- Implements reasonable and appropriate time allocations for observation, testing, communication, consultation, and paperwork.

Evaluatee’s Objective(s)

| Objective: (include methods of assessment) (fall) |
| Degree of Attainment: (spring) |

Standard VII: Works to uphold professional responsibilities.

- Applies ethical principles and standards of practice to delivery of services in the schools.
- Observes federal, state, and local policies and regulations in the delivery of school psychological services.
- Adheres to statutes and regulations addressing civil and legal rights of students, parents, and school personnel.
- Possesses knowledge and understanding of the local school, the process of education, and of relevant legislation and due process.
- Demonstrates knowledge of theories, techniques, and skills in the specialty areas.
- Communicates information critical to decision making but maintains appropriate confidentiality.
- Maintains effective interpersonal relationships and communication with staff.
- Keeps appointments and follows up on commitments.
- Writes timely, comprehensive, and diagnostic assessment reports in clear, concise language and maintains accurate records.
- Participates in multidisciplinary staffing conferences concerning individual cases of special need (academic, social, cultural, emotional, and economic).
- Maintains organized, accurate and complete records of student referrals and all relevant contacts made in providing services to those students.
- Fulfills duties as assigned and as noted in the Collective Bargaining Agreement.

Evaluatee’s Objective(s)

| Objective: (include methods of assessment) (fall) |
| Degree of Attainment: (spring) |

Signature of Evaluator ___________________________ Date ____________

Signature of Evaluatee ___________________________ Date ____________
**Standard I- Quality of Care: The nurse evaluates the quality and effectiveness of nursing practices.**

| Implements state mandated screenings |
| Ensures compliance with immunization regulations |
| Ensures compliance with Tuberculosis testing |
| Ensures compliance with physical exam requirements |
| Consults with parents and agencies to acquire needed health care |
| Complies with state requirements to provide specialized health care |
| Oversees the operation of the Duarte Unified School District Health Services Center |

**Evaluatee’s Objective(s)**

| Objective: (include methods of assessment) (fall) |

<p>| Degree of Attainment: (spring) |</p>
<table>
<thead>
<tr>
<th><strong>Standard II- Documentation and Record Keeping:</strong> Ensures the continuity and completion of records and reports as required.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintains records and pertinent health information in Aeries</td>
</tr>
<tr>
<td>Trains the health aides/office staff to maintain up-to-date records</td>
</tr>
<tr>
<td>Maintains confidentiality</td>
</tr>
<tr>
<td>Annually trains Health Aides on health record maintenance and confidentiality</td>
</tr>
</tbody>
</table>

**Evaluatee’s Objective(s)**

<table>
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<tr>
<th>Objective: (include methods of assessment) (fall)</th>
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</table>

**Degree of Attainment:** (spring)

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<table>
<thead>
<tr>
<th><strong>Standard III- Collegiality and Collaboration:</strong> Provides consultative health services and assistance to the staff of Duarte Unified School District and participating districts in the SELPA as appropriate.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participates in IEP meetings as necessary.</td>
</tr>
<tr>
<td>Consults and apprises staff of current health trends and student-specific health needs.</td>
</tr>
<tr>
<td>Serves as a liaison between school and community agencies as appropriate (i.e.. To obtain health information or to refer to health providers).</td>
</tr>
<tr>
<td>Serves as a consultant for mandated suspected abuse/neglect reporting</td>
</tr>
</tbody>
</table>

**Evaluatee’s Objective(s)**

<table>
<thead>
<tr>
<th>Objective: (include methods of assessment) (fall)</th>
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</table>

**Degree of Attainment:** (spring)
**Standard IV - Develops as a Professional Nurse:** The nurse acquires and maintains current knowledge and competency in nursing practice. The nurse also provides education in an effective and appropriate fashion.

- Actively pursues opportunities to contribute and grow professionally
- Maintains professional licensure
- Adheres to a professional code of ethics
- Provides training for health aides
- Assists and supports site administrators in the evaluation process for health aides
- Coordinates efforts for staff related to health care issues (i.e. CPR, first aid)

**Evaluatee’s Objective(s)**

<table>
<thead>
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<th>Degree of Attainment: (spring)</th>
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</table>

**Standard V - Fulfills Professional Responsibilities:** The nurse fulfills professional responsibilities as appropriate to being a member of the Duarte Unified School District.

- Provides health in-services to health aides and other staff as needed
- Provides education to students and parents (i.e. annual viewing of Family Living)
- Provides input to the school site principals in the evaluation process for the health aides
- Attends required meetings
- Works effectively and cooperatively with others
- Utilizes effective communication
- Maintains professional demeanor and appearance

**Evaluatee’s Objective(s)**

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<thead>
<tr>
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<tr>
<th>Degree of Attainment: (spring)</th>
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</table>

**Signature of Evaluator**  **Date**  **Signature of Evaluatee**  **Date**

APPENDIX D-1(e)

115
Early Childhood Educator: ________________________________________________

Site: ____________________________  School Year: ____________________

Write at least one objective for each of the six standards

<table>
<thead>
<tr>
<th>Standard I: Engaging and Supporting All Young Children in Learning and Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Demonstrates the typical progression of young children’s cognitive, physical and social-emotional skills</td>
</tr>
<tr>
<td>- Differentiates characteristics of typical and atypical child development</td>
</tr>
<tr>
<td>- Demonstrates knowledge of the integral role of teachers, family, culture, and the community in children’s development</td>
</tr>
<tr>
<td>- Identifies and addresses biological and environmental factors that influence young children’s development</td>
</tr>
<tr>
<td>- Embraces the demographics, cultural background, and perspectives of the children and families served in the early childhood setting</td>
</tr>
<tr>
<td>- Communicates and collaborates with families to support young children’s development and learning</td>
</tr>
<tr>
<td>- Recognizes when additional diagnosis and services may be needed</td>
</tr>
<tr>
<td>- Demonstrates understanding of the types of locally-available support services for children and families</td>
</tr>
<tr>
<td>- ECE’s working or intending to work in the toddler setting, will demonstrate understanding of the unique care, development, and learning needs of the youngest children and how to support their growth, development, and learning</td>
</tr>
</tbody>
</table>

Evaluatee’s Objective(s)

<table>
<thead>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Degree of Attainment: (spring)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard II: Creates and Maintains Effective Environments for Young Children’s Learning and Development.</td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>Establishes positive primary relationships with young children</td>
</tr>
<tr>
<td>Develops productive (i.e. healthful, safe and predictable) daily routines and schedules for potential use with children which can also serve as learning opportunities for children</td>
</tr>
<tr>
<td>Demonstrates the ability to promote children’s positive social behavior and self-regulation</td>
</tr>
<tr>
<td>Sets developmentally-appropriate expectations for young children’s behavior</td>
</tr>
<tr>
<td>Recognizes and implements strategies to prevent and/or address young children’s challenging behaviors, and implement strategies to help children learn to resolve conflicts</td>
</tr>
<tr>
<td>Recognizes the effects of factors outside the setting on children’s social-emotional well-being and understand how to adjust the environment as well as classroom practice to help affected children, and as needed, to collaborate with families and service providers</td>
</tr>
<tr>
<td>Understands the elements of potentially effective learning environments (physical space, routines, materials, activities, equipment, classroom management) that promote young children’s learning</td>
</tr>
<tr>
<td>Recognizes how an effective home-school family connection interacts to support children’s learning and development</td>
</tr>
</tbody>
</table>

**Evaluatee’s Objective(s)**

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)
Standard III: Understands and Organizes Content Knowledge for Young Children’s Learning and Development

- Demonstrates discipline-based knowledge to teach content to young children
- Demonstrates knowledge of the principles of effective instruction and facilitation in each content domain
- Designs activities that are developmentally appropriate, engaging, and support young children’s learning in each content domain
- Interacts with children in ways that support their content learning and developing skills
- Individualizes activities and instruction to address differences in young children’s skill levels and learning styles
- Identifies key content appropriate for young children as identified in the California Infant/Toddler and Preschool Foundation and Curriculum Framework for planning developmentally appropriate curriculum and learning activities for young children
- Demonstrates appropriate content pedagogy for key subject and skill areas in early childhood curriculum
- Establishes individualized goals and objectives for content learning for young children in the early childhood setting
- Understands the strengths and weaknesses of commonly-used early childhood curricula and approaches, including the California Early Learning and Development System-based curriculum from the California Department of Education

Evaluatee’s Objective(s)

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)
Standard IV: Plans Instruction and Designs Learning and Development Experiences for All Young Children

- Utilizes concepts relating to children’s learning trajectories, including goals, developmental progressions, and instructional tasks and strategies
- Understands the general principles of effective pedagogy for young children, including ways in which children’s play as a teacher-guided, child-centered intentional learning opportunity can contribute to children’s academic learning
- Applies knowledge of child growth and development to design developmentally-appropriate lesson plans
- Applies knowledge of curriculum to address all dimensions of child development (e.g., physical, cognitive, social/emotional, creative expression, language and communication, socialization, self-regulation, and self-help skills for all children)
- Demonstrates the ability to consider factors such as cultural, linguistic, ethnic, economic, ability and gender diversity, and first- and second-language acquisition with respect to instructional planning
- Demonstrates planning that incorporates the contexts of focused play interactions, daily routines, focused conversations, and focused interactions, along with a supportive classroom environment, that work in concert to support young children’s learning and development
- Applies knowledge of how to plan for children’s diverse learning styles motivations, interests, and abilities
- Applies knowledge of how to plan for family engagement to support children’s growth and development
- Integrates movement and kinesthetic experiences within the curriculum to help young children’s learning and development
- Incorporates a variety of technology and media, and discuss the applicability of these technologies and media within early childhood instruction
- Utilizes appropriate strategies for supporting home language for the youngest learners
- Utilizes appropriate strategies for supporting dual language learners in developing English language and literacy skills for preschool age children
- Applies appropriate instructional strategies and potential curriculum and instructional modifications to help young dual language learners access the curriculum
- Applies appropriate instructional strategies and potential curriculum and instructional modifications to help young children with disabilities access the curriculum
- Applies appropriate instructional strategies and potential curriculum and instructional modifications to help young children with other identified socio-emotional needs and children who are gifted and talented access the curriculum.
- Demonstrates effective lesson planning and the use of educational practices based on observation, assessments, and the California Early Learning and Development system resources from the California Department of Education

Evaluatee’s Objective(s)

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)
Standard V: Assesses and Documents Young Children’s Learning Development

-Demonstrates understanding of commonly-used early childhood screening and formative assessment strategies
-Demonstrates understanding of the characteristics and purposes of formative and summative assessments of young children
-Uses formative assessment strategies appropriate for assessing a particular skill
-Utilizes key characteristics of culturally and linguistically appropriate assessments
-Interprets basic assessment findings from formative and summative assessments
-Demonstrates an understanding of how to apply assessment results to inform planning and instruction
-Develops a sample communication appropriate for children and families regarding student assessment outcomes

Evaluatee’s Objective(s)

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)
Standard VI: Develops as a Professional Early Childhood Educator

- Understands and utilizes historical and current early childhood education perspectives, theories, program types and philosophies
- Acts in an ethical manner
- Reflects on teaching and learning in the ECE context
- Collaborates and communicates with other professionals
- Understands effective strategies for supporting adult learning related to the teaching of young children
- Demonstrates the ability to co-plan and co-teach with other Child Development Permit holders such as other teachers, Master/mentor teachers, and others in the ECE setting
- Demonstrates how to organize and supervise the work of other adults in the early childhood classroom
- Demonstrates how to provide constructive performance feedback to adults
- Demonstrates how to communicate effectively with staff being supervised and with one’s own supervisors
- Demonstrates an understanding of the program and personnel effectiveness, and how to communicate this information to one’s supervisors

Evaluatee’s Objective(s)

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)
Certificated Employee: ________________________________

Site: ________________________________  School Year: __________________

Grade Level, Subject, or Position ________________________________

Status:  Permanent______  Probationary_______  Temporary_______

Write at least one objective for each of the seven standards

| Standard I: Engages All Students in the Learning Process; Provides equal access to all students, including non-traditional and special populations |
| Makes learning goals and instructional procedures clear to all students |
| Makes content and processes comprehensible and meaningful to all students |
| Identifies and addresses the varying abilities and needs of each student |
| Encourages students to extend their thinking |
| Fosters student-directed learning |
| Guides and coaches students in the learning process |
| Uses instructional time effectively |
| Uses students’ prior knowledge to focus and engage learners |

Evaluatee’s Objective(s)

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)
<table>
<thead>
<tr>
<th>Standard II: Creates and Maintains an Effective Environment for Student Learning; Safe practices are understood and implemented</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizes the physical environment to support teaching and learning</td>
</tr>
<tr>
<td>Plans and implements classroom procedures and routines</td>
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<tr>
<td>Establishes and maintains standards for student behavior</td>
</tr>
<tr>
<td>Establishes a climate that promotes fairness, respect, and access to learning</td>
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<tr>
<td>Promotes social development and group responsibility</td>
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<tr>
<td>Establishes and maintains rapport with students</td>
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<tr>
<td>Establishes a safe environment for students</td>
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**Evaluatee’s Objective(s)**

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)

<table>
<thead>
<tr>
<th>Standard III: Understands and organizes content knowledge for student learning; Curriculum, Instruction and Evaluation</th>
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<tbody>
<tr>
<td>Adheres to district curriculum and course outlines</td>
</tr>
<tr>
<td>Demonstrates knowledge of subject matter content</td>
</tr>
<tr>
<td>Demonstrates understanding of key subject matter concepts and their interrelationships for students</td>
</tr>
<tr>
<td>Uses appropriate materials, resources, and technology to make subject matter accessible to students</td>
</tr>
<tr>
<td>Integrates ideas and information across disciplines.</td>
</tr>
</tbody>
</table>

**Evaluatee’s Objective(s)**

Objective: (include methods of assessment) (fall)

Degree of Attainment: (spring)
**Standard IV: Plans Instruction and Design Effective Learning Experiences for All Students; Uses appropriate instructional materials to achieve the goals and objectives of the program**

- Establishes and articulates challenging learning goals for all students
- Demonstrates understanding of students’ developmental learning needs
- Uses knowledge of student background, ability, and expertise to plan instruction
- Draws up student diversity in planning instruction
- Designs instructional plans to meet student needs and interests
- Demonstrates an understanding of the connection between past and future learning experiences
- Designs lessons with clear goals and logical transitions that teach and assess academic integration with core instruction
- Ensures student’s use and apply appropriate industry tools, instruments and materials to achieve the goals and objectives of the program

**Evaluatee’s Objective(s)**

<table>
<thead>
<tr>
<th>Objective: (include methods of assessment) (fall)</th>
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<tr>
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</table>

**Standard V: Assesses Student Learning to Determine Instruction**

- Establishes appropriate learning expectations for all students
- Collects and uses multiple sources of information about students and their work
- Involves students in assessing their own work
- Communicates with students, parents, staff, and other audiences about student progress
- Uses results of assessments to plan for future instruction.
- Uses a variety of ongoing assessments to monitor learning and adjust instruction

**Evaluatee’s Objective(s)**

<table>
<thead>
<tr>
<th>Objective: (include methods of assessment) (fall)</th>
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<tbody>
<tr>
<td>Degree of Attainment: (spring)</td>
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<tr>
<td>Standard VI: Develops as a Professional Educator; Develops a 5 year written plan for program direction and improvement</td>
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<tr>
<td>---------------------------------------------------------------</td>
</tr>
<tr>
<td>Reflects on teaching and learning</td>
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<tr>
<td>Involves families and community members in student learning</td>
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<tr>
<td>Works with colleagues to improve teaching and learning</td>
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<tr>
<td>Actively pursues opportunities to contribute and grow professionally</td>
</tr>
<tr>
<td>Models life-long learning by keeping current on latest research and advancement in education</td>
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<tr>
<td>Maintains training and professional certification to certify students in their career and training certifications</td>
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<table>
<thead>
<tr>
<th>Standard VII: Fulfills Professional Responsibilities; All instructors are licensed, properly credentialed, appropriately endorsed, current and participate in appropriate professional association and professional development activities</th>
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<tbody>
<tr>
<td>Maintains records and/or reports</td>
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<tr>
<td>Adheres to timelines in all areas of responsibility</td>
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<tr>
<td>Supervises students outside of classroom, as assigned</td>
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<tr>
<td>Attends required meetings, including but not limited to regular professional and industry association meetings</td>
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<tr>
<td>Works effective and cooperatively with others</td>
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<tr>
<td>Utilizes effective communication</td>
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<tr>
<td>Adheres to assigned work schedule</td>
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<tr>
<td>Maintains professional demeanor and appearance</td>
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<tr>
<td>Fulfills duties as assigned, and as noted in the Collective Bargaining Agreement</td>
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</tbody>
</table>
**Standard VIII: Fulfills Mandated CTE Program Requirements**

Ensures students have certification and work based learning and internship opportunities  
Maintains training and professional certification to certify students in their career and training certifications  
Provides intra-curricular student leadership training opportunities; Career Technical Student Organization

<table>
<thead>
<tr>
<th>Evaluated Objectives</th>
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<tbody>
<tr>
<td>Objective: (include methods of assessment) (fall)</td>
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_________________________  ___________  ____________________  ___________
Signature of Evaluator  Date  Signature of Evaluatee  Date
DUARTE UNIFIED SCHOOL DISTRICT

Certificated Employee – Observation Record

Name_________________________ School_________________________ Position_________________________

Date_________________________ Lesson Observed_________________________ Length of Observation_________________________

______Additional Notes Attached ________Improvement Plan Attached

STANDARDS

I. SUPPORTS & PROMOTES ALL STUDENTS IN THE LEARNING PROCESS

Elements:
Makes learning goals and instructional procedures clear
Makes content and processes comprehensible and meaningful to all students
Identifies and addresses the varying abilities and needs of each student
Encourages students to extend their thinking
Fosters student-directed learning
Guides and coaches students in the learning process
Uses instructional time effectively
Uses students’ prior knowledge to focus and engage learners

II. CREATES AND MAINTAINS AN EFFECTIVE ENVIRONMENT FOR STUDENT LEARNING

Elements:
Organizes the physical environment to support teaching and learning
Plans and implements classroom procedures and routines
Establishes and maintains standards for student behavior
Establishes a climate that promotes fairness, respect, and access to learning
Promotes social development and group responsibility
Establishes and maintains rapport with students
Establishes a safe environment for students

III. UNDERSTANDS AND ORGANIZES CONTENT KNOWLEDGE FOR STUDENT LEARNING

Elements:
Adheres to district curriculum and course outlines
Demonstrates knowledge of subject matter content
Demonstrates understanding of key subject matter concepts and their interrelationships for students
Uses appropriate materials, resources and technology to make subject matter accessible to students
Integrates ideas and information across disciplines

APPENDIX D-2(a)

127
IV. PLANS INSTRUCTION AND DESIGNS
EFFECTIVE LEARNING EXPERIENCES FOR ALL STUDENTS

Elements:
Establishes and articulates challenging learning goals for all students
Demonstrates understanding of students’ developmental learning needs
Uses knowledge of student background, ability, and experience to plan instruction
Draws up student diversity in planning instruction
Designs instructional plans to meet student needs and interests
Demonstrates an understanding of the connection between past and future learning experiences
Designs lessons with clear goals and logical transitions

V. ASSESSES STUDENT LEARNING TO DETERMINE INSTRUCTION

Elements:
Establishes appropriate learning expectations for all students
Collects and uses multiple sources of information about students and their work
Involves students in assessing their own work
Communicates with students, parents, staff, and other audiences about student progress
Uses results of assessments to plan for future instruction
Uses a variety of ongoing assessments to monitor learning and adjusts instruction

VI. DEVELOPS AS A PROFESSIONAL EDUCATOR

Elements:
Reflects on teaching and learning
Involves families and community members in student learning
Works with colleagues to improve teaching and learning
Actively pursues opportunities to contribute and grow professionally
Models life-long learning by keeping current on latest research and advancement in education

VII. FULFILLS PROFESSIONAL RESPONSIBILITIES

Elements:
Maintains records and/or reports
Adheres to timelines in all areas of responsibility
Supervises students outside of classroom, as assigned
Attends required meetings
Works effectively and cooperatively with others
Utilizes effective communication
Adheres to assigned work schedule
Maintains professional demeanor and appearance
Fulfills duties as assigned, and as noted in the Collective Bargaining Agreement

__________________________  ____________  __________________________  ____________
Signature of Evaluator        Date        Signature of Evaluatee        Date
Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-2(a)
128
DUARTE UNIFIED SCHOOL DISTRICT

TOSA – Observation Record

Name_________________  School_________________  Position_________________

Date_________________  Lesson Observed_____________ Length of Observation_____________

Additional Notes Attached  Improvement Plan Attached

STANDARDS

I. SUPPORTS & PROMOTES ALL STUDENTS IN THE LEARNING PROCESS

Elements:
Makes learning goals and instructional procedures clear
Makes content and processes comprehensible and meaningful
Identifies and addresses the varying abilities and needs of each student
Promotes critical thinking
Guides and coaches students and teachers in the teaching and learning process

II. CREATE AND MAINTAINS AN EFFECTIVE ENVIRONMENT FOR STUDENT LEARNING

Elements:
Effectively coaches teachers to plan and implement classroom procedures and routines
Establishes and maintains standards for student behavior
Promotes equity, fairness and respect, among all members of the school community
Promotes social development and group responsibility
Establishes and maintains rapport with students
Establishes and maintains procedures and routines school wide
Establishes a safe environment for students
Shapes a culture in which high expectations are the norm for each student and teacher as evident in rigorous academic work

III. UNDERSTANDS AND ORGANIZES CONTENT KNOWLEDGE FOR STUDENT LEARNING

Elements:
Adheres to state content standards, district curriculum, and course outlines (i.e. intervention classes, ELD, grade-level planning, collaborative)
Demonstrates knowledge of subject matter content across grade levels
Demonstrates understanding of key subject matter concepts and their interrelationships for students
Uses appropriate materials, resources and technology to make subject matter accessible to students, serves as a resource to teachers in this area
Integrates ideas and information across disciplines

APPENDIX D-2(b)
STANDARDS

IV. PLANS INSTRUCTION AND DESIGNS EFFECTIVE LEARNING EXPERIENCES FOR ALL STUDENTS

Elements:
Demonstrates understanding of students’ developmental learning needs
Uses knowledge of student background, ability, and expertise to support the planning process (i.e. intervention classes, ELD grade-level planning, collaborative, test prep courses)
Draws upon student diversity when coaching teachers
Supports teachers with the design of instructional plans to meet student needs and interests
Provides coaching to teachers with clear goals and logical transitions and assists teachers in doing the same
Shapes and designs programs and activities to ensure that they are integrated, articulated throughout the grade levels and consistent with the school or program vision

V. ASSESSES STUDENT LEARNING TO DETERMINE INSTRUCTION

Elements:
Utilizes multiple assessments to evaluate student learning in an ongoing process focused on improving the academic performance of each student
Uses results of assessments to plan for future instruction
Communicates with students, parents, staff and other audiences about student progress

VI. DEVELOPS AS A PROFESSIONAL EDUCATOR

Elements:
Reflects on teaching and learning
Involves families and community members in student learning
Works with colleagues to improve teaching and learning
Actively pursues opportunities to contribute and grow professionally
Models life-long learning by keeping current on latest research and advancement in education
Demonstrates leadership skills by guiding and supporting the long-term professional development of staff

VII. FULFILLS PROFESSIONAL RESPONSIBILITIES

Elements:
Maintains records and/or reports
Adheres to timelines in all areas of responsibility
Supervises students outside of classroom, as assigned
Attends required meetings
Works effectively and cooperatively with others
Utilizes effective communication
Adheres to assigned work schedule
Maintains professional demeanor and appearance
Fulfills duties as assigned, and as noted in the Collective Bargaining Agreement

Signature of Evaluator __________________________ Date ____________
Signature of Evaluatee __________________________ Date ____________

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-2(b)

130
STANDARDS

I. ENGAGES, ADVOCATES FOR AND SUPPORTS ALL STUDENTS IN THE LEARNING PROCESS

Elements:
Ensures all students are engaged in a system of support designed for learning and academic success
Identifies student problems in their earliest stages and implements prevention and intervention strategies
Provides a safe, welcoming setting in which students may present and discuss their academic needs and concerns
Advocates for educational opportunity, equity and access for all students

II. Creates and Maintains an Effective Environment for Student Learning

Elements:
Identifies needs and appropriate places for students in the instructional program
Provides for continuous evaluation of students’ academic progress
Encourages students’ maximum academic achievement
Effectively communicates promotion/graduation requirements to students/parents

III. Informs and Educates Students’ Career Choice/Pathways

Elements:
Connects students with providers of employability skills such as working on a team, problem solving and organization
Aids students in identifying personal skills, interests and abilities that will relate to their current career choices
Establishes and maintains four year plans for incoming freshmen

COMMENTS
IV. PERSONAL/SOCIAL DEVELOPMENT

Elements:
Provides help/resources for at risk students
Assists students in development of interpersonal skills
Maintains confidentiality
Maintains appropriate standards of behavior, mutual respect and safety

V. DEVELOPS AS A PROFESSIONAL EDUCATOR

Elements:
Teaches guidance units effectively
Proactively assists students in the planning of personal, academic and career goals
Counsels individual students and groups of students with identified needs/concerns
Implements an effective referral process with administrators, teachers and other school personnel

VI. FULFILLS PROFESSIONAL RESPONSIBILITIES

Elements:
Develops, maintains and submits all records and/or reports within designated timelines
Adheres to timelines in all areas of responsibility
Supervises students outside of classroom as assigned
Attends required meetings
Works effectively and cooperatively with others
Utilizes effective communication when dealing with stakeholders
Adheres to assigned work schedule
Maintains professional demeanor and appearance
Maintains records and/or reports
Fulfills duties as assigned, and as noted in the Collective Bargaining Agreement

Signature of Evaluator ___________________________ Date ____________
Signature of Evaluatee ___________________________ Date ____________

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APPENDIX D-2(c)

132
STANDARDS

I. SUGGEST REALISTIC AND EFFECTIVE INTERVENTION STRATEGIES FOR TEACHERS TO USE WITH STUDENTS

Elements:
Assists in early identification of students’ school-related problems
Carefully observes student behavior and/or performance before developing intervention strategies
Responds with suggested strategies promptly after referral or request for assistance
Assists teacher or student in implementation of strategies if requested
Seeks feedback from teachers or student in implementation of strategies if requested
Seeks feedback from teachers or students regarding effectiveness of intervention strategies
Develops effective intervention strategies based on knowledge and understanding of learning styles

II. WORKS EFFECTIVELY WITH STUDENTS

Elements:
Develops and implements prevention programs related to current social concerns
Counsels students individually or in groups on improvement of educational programs and personal adjustment
Intervenes effectively with students in crisis situations
Uses language appropriate to the listener, including non-vocal communication when necessary
Provides activities that promote feelings of self-worth and self-esteem
Encourages others to understand and respect those with disabilities

III. USES EFFECTIVE CONSULTATIVE BEHAVIORS

Elements:
Identifies useful resources
Follows up on problems and strategies after initial contact
Provides alternatives in dealing with problems situations
Helps staff work more effectively with parents
Involves staff as participants in problem-solving process

APPENDIX D-2(d)
IV. CONSULTS EFFECTIVELY WITH PARENTS, STAFF AND TEACHERS

Elements:
Confers cooperatively with teachers and other school personnel to discuss student needs
Confers cooperatively to develop plans for remediation of problems in the areas of student learning and adjustment
Confers with parents about special education services/placements and prepares them for multidisciplinary conference
Participates in Student Study Team, eligibility, and IEP committees to help meet the needs of identified students
Develops and provides group parent education training as needed

V. DEMONSTRATES APPROPRIATE USE OF ASSESSMENT TOOLS AND TECHNIQUES

Elements:
Demonstrates assessment knowledge and skills in areas of academic performance, behavior, and social/emotional development and functioning
Uses various techniques to assess classroom/school situations (i.e. observations, checklists, questionnaires, and socio-metrics)
Analyzes, integrates, and interprets information from a variety of sources to make diagnosis and recommendations regarding needs for services
Communicates verbally and in written form the student’s present level of functioning and educational needs
Conducts valid psychological and psycho-educational assessments relevant to referral questions

VI. MAINTAINS EFFORTS FOR CONTINUING PROFESSIONAL GROWTH AND DEVELOPMENT

Elements:
Models lifelong learning by keeping current on latest research & advancement on education
Applies knowledge gained from continuing education activities
Implements reasonable and appropriate time allocations for observing, testing, communication, consultation and paperwork

VII. WORKS TO UPHOLD PROFESSIONAL RESPONSIBILITIES

Elements
Communicates information critical to decision making but maintains appropriate confidentiality
Maintains effective interpersonal relationships and communication with staff, parents & students
Writes timely, comprehensive, and diagnostic assessment reports in clear, concise language and maintains accurate records, maintains organized, accurate and complete records
Adheres to assigned work schedule; fulfills duties as assigned and as noted in the Collective Bargaining Agreement

Signature of Evaluator __________________________   Date __________
Signature of Evaluatee __________________________  Date __________

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-2(d)
134
DUARTE UNIFIED SCHOOL DISTRICT

Coordinator of Health Services – Observation Record

Name______________________ School______________________ Position______________________

Date______________________ Lesson Observed______________________ Length of Observation______________________

______Additional Notes Attached ________Improvement Plan Attached

STANDARDS

I. QUALITY OF CARE: The nurse evaluates the quality and effectiveness of nursing practices.

Elements:
- Implements state mandated screenings
- Ensures compliance with immunization regulations
- Ensures compliance with Tuberculosis testing
- Ensures compliance with physical exam requirements
- Consults with parents and agencies to acquire needed health care
- Complies with state requirements to provide specialized health care
- Oversees the operation of the Duarte Unified School District Health Services Center

II. DOCUMENTATION AND RECORD KEEPING:

Ensures the continuity and completion of records and Reports as required.

Elements:
- Maintains records and pertinent health information in Aeries
- Trains health aides/office staff to maintain up-to-date records
- Maintains confidentiality
- Annually trains health aides on health record maintenance and confidentiality

III. COLLEGIALITY AND COLLABORATION:

Provides consultative health services and assistance to the staff of Duarte Unified School District and Participating districts in the SELPA as appropriate.

Elements:
- Participates in IEP meetings as necessary
- Consults and apprises staff of current health trends and student-specific health needs
- Serves as a liaison between school and community agencies as appropriate (i.e. to obtain health information or to refer to health providers)
- Serves as a consultant for mandated suspected abuse/neglect reporting

APPENDIX D-2(e)
STANDARDS

IV. DEVELOPS AS A PROFESSIONAL NURSE:
The nurse acquires and maintains current knowledge and competency in nursing practice. The nurse also provides education in an effective and appropriate fashion.

Elements:
- Actively pursues opportunities to contribute and grow professionally
- Maintains professional licensure
- Adheres to professional code of ethics
- Provides training for health aides
- Assists and supports site administrators in the evaluation process for health aides
- Coordinates efforts for staff related to health care issues (i.e. CPR, first aid).

V. FULFILLS PROFESSIONAL RESPONSIBILITIES:
The nurse fulfills professional responsibilities as appropriate to being a member of the Duarte Unified School District.

Elements:
- Provides health in-service to health aides and other staff as needed
- Provides education to students and parents (i.e. annual viewing of “Family Living” films)
- Provides input to the school site principals in the evaluation process for the health aides
- Attends required meetings
- Works effectively and cooperatively with others
- Utilizes effective communication
- Maintains professional demeanor and appearance
- Adheres to all timelines in all areas of responsibility
- Adheres to assigned work schedule

________________________________________________________________________
Signature of Evaluator __________ Date ____________
________________________
Signature of Evaluatee __________ Date ____________

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-2(e)
136
### Standard I. ENGAGES AND SUPPORTS ALL YOUNG CHILDREN IN LEARNING AND DEVELOPMENT

| Demonstrates the typical progression of young children’s cognitive, physical, and social-emotional skills | Communicates and collaborates with families to support young children’s development and learning |
| Differentiates characteristics of typical and atypical child development | Recognizes when additional diagnoses and services may be needed |
| Demonstrates knowledge of the integral role of teachers, family, culture, and the community in children’s development | Demonstrates understanding of the types of locally available support services for children and families |
| Identify and addresses biological and environmental factors that influence young children’s development | Demonstrates an understanding of the unique care, development, and learning needs of the youngest children and how to support their growth, development, and learning |
| Embraces the demographics and the cultural background and perspectives of the children and families served in the early childhood setting | |

### COMMENTS

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APPENDIX D-2(f)

137
Standard II.  CREATES AND MAINTAINS AN EFFECTIVE ENVIRONMENT FOR YOUNG CHILDREN’S LEARNING AND DEVELOPMENT

Establishes positive primary relationships with young children which can also serve as learning opportunities for children

Demonstrates the ability to promote children’s positive social behavior and self-regulation

Sets developmentally appropriate expectations for young children’s behavior

Recognizes and implements strategies to prevent and/or address young children’s challenging behaviors, and implements strategies to help children learn to resolve conflicts

Recognizes the effects of factors outside the setting on children’s social-emotional well-being and understands how to adjust the environment as well as classroom practice to help affected children and, as needed, to collaborate with families and service providers

Understands the elements of potentially effective learning environments (physical space, routines, materials, activities, equipment, classroom management) that promote young children’s learning

Recognizes how an effective home-school-family connection interacts to support children’s learning and development

COMMENTS
Standard III. UNDERSTANDS AND ORGANIZES CONTENT KNOWLEDGE FOR YOUNG CHILDREN’S LEARNING AND DEVELOPMENT

Has sufficient discipline-based knowledge to teach content to young children

Knows the principles of effective instruction and facilitation in each content domain

Knows how to design activities that are developmentally appropriate, engaging, and support young children’s learning in each content domain

Knows how to interact with children in ways that support their content learning and developing skills

Knows how to individualize activities and instruction to address differences in young children’s skill levels and learning styles

Identifies key content appropriate for young children as identified in the California Infant/Toddler and Preschool Foundations and Curriculum Framework for planning developmentally appropriate curriculum and learning activities for young children

Demonstrates appropriate content pedagogy for key subject and skill areas in the early childhood curriculum

Plans setting individualized goals and objectives for content learning for young children in the early childhood setting

Understands the strengths and weaknesses of commonly used early childhood curricula and approaches, including the California Early Learning and Development System-Based curriculum from the California Department of Education

COMMENTS

APPENDIX D-2(f)
Utilizes concepts relating to children’s learning trajectories, including goals, developmental progressions, and instructional tasks and strategies

Understands the general principles of effective pedagogy for young children, including ways in which children’s play as a teacher-guided, child-centered intentional learning opportunity can contribute to children’s academic learning

Applies knowledge of child growth and development to design developmentally appropriate lesson plans

Applies knowledge of curriculum to address all dimensions of child development (e.g., physical, cognitive, social/emotional, creative expression, language and communication, socialization, self-regulation, and self-help skills for all children)

Demonstrates the ability to consider factors such as cultural, linguistic, ethnic, economic, ability, and gender diversity, and first- and second-language acquisition with respect to instructional planning

Demonstrates planning that incorporates the contexts of focused play interactions, daily routines, focused conversations, and focused interactions, along with a supportive classroom environment, that work in concert to support young children’s learning and development

Applies knowledge of how to plan for children’s diverse learning styles, motivations, interests, and abilities

Applies knowledge of how to plan for family engagement to support children’s growth and development

Integrates movement and kinesthetic experiences within the curriculum to help young children’s learning and development

Uses a variety of technology and media, and discusses the applicability of these technologies and media within early childhood instruction

Utilizes appropriate strategies for supporting home language for the youngest learners

Utilizes appropriate strategies for supporting dual language learners in developing English language and literacy skills for preschool age children

Applies appropriate instructional strategies and potential curriculum and instructional modifications to help young dual language learners access the curriculum

Applies appropriate instructional strategies and potential curriculum and instructional modifications to help young children with disabilities access the curriculum

Applies appropriate instructional strategies and potential curriculum and instructional modifications to help young children with other identified socio-emotional needs and children who are gifted and talented access the curriculum

Demonstrates effective lesson planning and the use of educational practices based on observation, assessments, and the California Early Learning and Development System Resources from the California Department of Education

COMMENS

APPENDIX D-2(f)

140
### Standard V. ASSESSES AND DOCUMENTS YOUNG CHILDREN’S LEARNING AND DEVELOPMENT

| Demonstrates understanding of commonly used early childhood screening and formative assessment strategies | Interprets basic assessment findings from formative and summative assessments |
| Demonstrates understanding of the characteristics and purposes of formative and summative assessments of young children | Knows how to apply assessment results to inform planning and instruction |
| Chooses and uses formative assessment strategies appropriate for assessing a particular skill | Develops a sample communication appropriate for children and families regarding student assessment outcomes |
| Identifies and utilizes the key characteristics of culturally and linguistically appropriate assessments |

### COMMENTS
Standard VI. DEVELOPS AS A PROFESSIONAL EARLY CHILDHOOD EDUCATOR

| Understands historical and current early childhood education perspectives, theories, program types, and philosophies | Demonstrates how to organize and supervise the work of other adults in the early childhood classroom |
| Acts in an ethical manner | Demonstrates how to provide constructive performance feedback to adults |
| Reflects on practice and uses this information to improve teaching and learning in the ECE context | Demonstrates how to communicate effectively with staff being supervised and with one’s own supervisors |
| Collaborates and communicates with other professionals | Understands program and personnel effectiveness and communicates this information to one’s supervisors |
| Understands effective strategies for supporting adult learning related to the teaching of young children | Demonstrates the ability to co-plan and co-teach with other Child Development Permit holders such as other teachers, Master/mentor teachers, and others in the ECE setting |
STANDARDS

I. ENGAGES ALL STUDENTS IN THE LEARNING PROCESS; PROVIDES EQUAL ACCESS TO ALL STUDENTS INCLUDING NON-TRADITIONAL AND SPECIAL POPULATIONS

Elements:
- Makes learning goals and instructional procedures clear
- Makes content and processes comprehensible and meaningful to all students
- Identifies and addresses the varying abilities and needs of each student
- Encourages students to extend their thinking
- Fosters student-directed learning
- Guides and coaches students in the learning process
- Uses instructional time effectively
- Uses students’ prior knowledge to focus and engage learners

II. CREATES AND MAINTAINS AN EFFECTIVE ENVIRONMENT FOR STUDENT LEARNING; SAFE PRACTICES ARE UNDERSTOOD AND IMPLEMENTED

Elements:
- Organizes the physical environment to support teaching and learning
- Plans and implements classroom procedures and routines
- Establishes and maintains standards for student behavior
- Establishes a climate that promotes fairness, respect, and access to learning
- Promotes social development and group responsibility
- Establishes and maintains rapport with students
- Establishes a safe environment for students

III. UNDERSTANDS AND ORGANIZES CONTENT KNOWLEDGE FOR STUDENT LEARNING; CURRICULUM, INSTRUCTION AND EVALUATION

Elements:
- Adheres to district curriculum and course outlines
- Demonstrates knowledge of subject matter content
- Demonstrates understanding of key subject matter concepts and their interrelationships for students
- Uses appropriate materials, resources and technology to make subject matter accessible to students
- Integrates ideas and information across disciplines
STANDARDS

IV. PLANS INSTRUCTION AND DESIGNS EFFECTIVE LEARNING EXPERIENCES FOR ALL STUDENTS; USES APPROPRIATE INSTRUCTIONAL MATERIALS TO ACHIEVE THE GOALS AND OBJECTIVES OF THE PROGRAM

Elements:
Establishes and articulates challenging learning goals for all students
Demonstrates understanding of students’ developmental learning needs
Uses knowledge of student background, ability, and experience to plan instruction
Draws up student diversity in planning instruction
Designs instructional plans to meet student needs and interests
Demonstrates an understanding of the connection between past and future learning experiences
Designs lessons with clear goals and logical transitions that teach and assess academic integration with core instruction
Ensures student’s use and apply appropriate industry tools, instruments and materials to achieve the goals and objectives of the program

V. ASSESSES STUDENT LEARNING TO DETERMINE INSTRUCTION

Elements:
Establishes appropriate learning expectations for all students
Collects and uses multiple sources of information about students and their work
Involves students in assessing their own work
Communicates with students, parents, staff, and other audiences about student progress
Uses results of assessments to plan for future instruction
Uses a variety of ongoing assessments to monitor learning and adjusts instruction

VI. DEVELOPS AS A PROFESSIONAL EDUCATOR; DEVELOPS A 5 YEAR WRITTEN PLAN FOR PROGRAM DIRECTION AND IMPROVEMENT

Elements:
Reflects on teaching and learning
Involves families and community members in student learning works with colleagues to improve teaching and learning
Actively pursues opportunities to contribute and grow professionally
Models life-long learning by keeping current on latest research and advancement in education
Maintains training and professional certification to certify students in their career and training certifications

APPENDIX D-2(g)
VII. FULFILLS PROFESSIONAL RESPONSIBILITIES; ALL INSTRUCTORS ARE LICENSED, PROPERLY CREDENTIALED, APPROPRIATELY ENDORSED, CURRENT AND PARTICIPATE IN APPROPRIATE PROFESSIONAL ASSOCIATION AND PROFESSIONAL DEVELOPMENT ACTIVITIES

Elements:
Maintains records and/or reports
Adheres to timelines in all areas of responsibility
Supervises students outside of classroom, as assigned
Attends required meetings, including but not limited to regular professional and industry association meetings
Works effectively and cooperatively with others
Utilizes effective communication
Adheres to assigned work schedule
Maintains professional demeanor and appearance
Fulfills duties as assigned, and as noted in the Collective Bargaining Agreement

VIII. FULFILLS MANDATED CTE PROGRAM REQUIREMENTS

Elements:
Ensures students have certification and work based learning and internship opportunities
Maintains training and professional certification to certify students in their career and training certifications
Provides intra-curricular student leadership training opportunities; Career Technical Student Organization

__________________________  ______________________  __________________________  ______________________
Signature of Evaluator        Date                                      Signature of Evaluatee       Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-2(g)
Certificated Employee – Informal Observation

The purpose of this visit is:

_____Informal Visit  _____Evaluate Feedback

Strengths I saw:

I. Engages all students in the Learning Elements.
II. Creates and maintains an effective environment for student learning.
III. Understands and organizes content knowledge for student learning.
IV. Engages all students in the learning process.
V. Assesses Student Learning to Determine Instruction
VI. Develops as a professional educator
VII. Fulfills professional responsibilities

A recommendation I have:

Other Observations:

Signatures:

Teacher__________________________ Observer____________________________ Date________________

(Signatures of the evaluatee does not constitute endorsement of the above comments by the evaluator)
**DUARTE UNIFIED SCHOOL DISTRICT**

**TOSA – Informal Observation**

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<td>Observer</td>
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The purpose of this visit is:  

- [ ] Informal Visit  
- [ ] Evaluate Feedback

Strengths I saw:

I. Supports & promotes all students in the learning process
II. Creates and maintains an effective environment for student learning
III. Understands and organizes content knowledge for student learning.
IV. Plans instruction and design effective learning experiences for all students
V. Assesses student learning to determine instruction
VI. Develops as a professional educator
VII. Fulfills professional responsibilities

A recommendation I have:

Other Observations:

Signatures:

Teacher__________________________ Observer____________________________ Date________________

(Signatures of the evaluatee does not constitute endorsement of the above comments by the evaluator)

APPENDIX D-3 (b)
The purpose of this visit is: _____Informal Visit _____Evaluate Feedback

Strengths I saw:

I. Engages, advocates for and supports all students in the learning process.

II. Creates and maintains an effective environment for student learning.

III. Informs and educates student’s career choice/pathways.

IV. Personal/Social Development.

V. Develops as a professional educator.

VI. Fulfills professional responsibilities.

A recommendation I have:

Other Observations:

Signatures:

Teacher ___________________________ Observer ___________________________ Date ________________

(Signatures of the evaluatee does not constitute endorsement of the above comments by the evaluator)
The purpose of this visit is:  

- [ ] Informal Visit  
- [ ] Evaluate Feedback

Strengths I saw:

I. Suggests realistic and effective intervention strategies for Teachers to use with students
II. Works effectively with students
III. Uses effective consultative behaviors
IV. Consults effectively with parents, staff and teachers
V. Demonstrates appropriate use of assessment tools and techniques
VI. Maintains efforts for continuing professional growth
VII. Works to uphold professional responsibilities

A recommendation I have:

Other Observations:

Signatures:

Teacher__________________________ Observer____________________________ Date________________

(Signatures of the evaluatee does not constitute endorsement of the above comments by the evaluator)
DUARTE UNIFIED SCHOOL DISTRICT

Coordinator of Health Services – Informal Observation

Teacher ______________________________ Classroom ______________________________ Date __________________
Observer ______________________________ Time __________________

The purpose of this visit is:  _____Informal Visit  _____Evaluate Feedback

Strengths I saw:

I. Quality Care-The nurse evaluates the quality and effectiveness of nursing practices

II. Documentation and Record keeping-Ensures the continuity and completion of records and reports as required

III. Collegiality and Collaboration - Provides consultative health services and assistance to the staff of Duarte Unified School District and participating districts in the SELPA as appropriate

IV. Develops as a Professional Nurse - The nurse acquires and maintains current knowledge and competency in nursing practice. The nurse also provides education in an effective and appropriate fashion.

V. Fulfills Professional Responsibilities-The nurse fulfills professional responsibilities as appropriate to being a member of the Duarte Unified School District.

A recommendation I have:

Other Observations:

Signatures:

Teacher ______________________________ Observer ______________________________ Date __________________

(Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator)

APPENDIX D-3 (e)
**Early Childhood Educator – Informal Observation**

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<th>Early Childhood Educator</th>
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The purpose of this visit is:  

- [ ] Informal Visit  
- [x] Evaluate Feedback

**Strengths I saw:**

I. Engages and supports all young children in learning and development

II. Creates and maintains an effective environments for young children’s learning and development

III. Understands and organizes content knowledge for young children’s learning and development

IV. Plans instruction and designs learning and development experiences for all young children

V. Assesses and documents young children’s learning and development

VI. Develops as a professional early childhood educator

**A recommendation I have:**

**Other Observations:**

**Signatures:**

Early Childhood Educator: ____________________  Observer: ____________________  Date: ____________

(Signatures of the evaluatee does not constitute endorsement of the above comments by the evaluator)
The purpose of this visit is:  

--- Informal Visit  
--- Evaluate Feedback

**Strengths I saw:**

| I. | Engages all students in the Learning Elements; provides equal access to all students, including non-traditional and special populations |
| II. | Creates and maintains an effective environment for student learning; safe practices are understood and implemented |
| III. | Understands and organizes content knowledge for student learning; curriculum, instruction and evaluation |
| IV. | Plans instruction and designs effective learning experiences for all students; uses appropriate instructional materials to achieve the goals and objectives of the program |
| V. | Assesses Student Learning to Determine Instruction |
| VI. | Develops as a professional educator; Develop a 5 year written plan for program direction and improvement |
| VII. | Fulfills professional responsibilities; All instructors are licensed, properly credentialed, appropriately endorsed, current and participate in appropriate professional association and professional development activities |
| VIII. | Fulfills mandated CTE program requirements |

**A recommendation I have:**

| V. | Assesses Student Learning to Determine Instruction |
| VI. | Develops as a professional educator; Develop a 5 year written plan for program direction and improvement |
| VII. | Fulfills professional responsibilities; All instructors are licensed, properly credentialed, appropriately endorsed, current and participate in appropriate professional association and professional development activities |
| VIII. | Fulfills mandated CTE program requirements |

**Other Observations:**

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**Signatures:**

Teacher __________________________  Observer __________________________  Date ____________

(Signatures of the evaluatee does not constitute endorsement of the above comments by the evaluator)

APPENDIX D-3 (g)
Certificated Employee – Additional Observation Record Notes

Name____________________________    Site__________________    Position__________________________

Date of Observation _________________________   Length of Observation____________________________

STANDARDS

I. Engages all students in the learning process
II. Creates and maintains an effective environment for student learning
III. Understands and organizes content knowledge for student learning
IV. Plans instruction and designs effective learning experiences for all students
V. Assesses student learning to determine instruction
VI. Develops as a professional educator
VII. Fulfills professional responsibilities

Signature of Evaluator ________________________ Date __________ Signature of Evaluatee ________________________ Date __________

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator
DUARTE UNIFIED SCHOOL DISTRICT

TOSA – Additional Observation Record Notes

Name____________________________    Site__________________    Position__________________________

Date of Observation _________________________    Length of Observation____________________________

STANDARDS

I. Supports & Promotes All Students in the Learning Process
II. Creates and maintains an effective environment for student learning
III. Understands and organizes content knowledge for student learning
IV. Plans instruction and designs effective learning experiences for all students
V. Assesses student learning to determine instruction
VI. Develops as a professional educator
VII. Fulfills professional responsibilities

_________________________    ____________    ____________________________    ____________
Signature of Evaluator                         Date                                  Signature of Evaluatee                         Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-4 (b)

154
DUARTE UNIFIED SCHOOL DISTRICT

Counselor – Additional Observation Record Notes

Name____________________________ Site__________________ Position__________________________

Date of Observation _________________________ Length of Observation____________________________

STANDARDS

I. Engages, advocates for and supports all students in the learning process
II. Creates and maintains an effective environment for student learning
III. Informs and educates student’s career choice/pathways
IV. Personal/social development
V. Develops as a professional educator
VI. Fulfills professional responsibilities

_________________________ ____________
Signature of Evaluator Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-4 (c)

155
Name____________________________    Site__________________  Position__________________________

Date of Observation _________________________   Length of Observation____________________________

STANDARDS

I. Suggests realistic and effective intervention strategies for teachers to use with students
II. Works effectively with students
III. Uses effective consultative behaviors
IV. Consults effectively with parents, staff, and teachers
V. Demonstrates appropriate use of assessment tools and techniques
VI. Maintains efforts for continuing professional growth
VII. Works to uphold professional responsibilities

_________________________  ____________    ________________________  ____________
Signature of Evaluator                              Date                                Signature of Evaluatee                        Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-4 (d)
Name____________________________    Site__________________  Position__________________________

Date of Observation _________________________  Length of Observation____________________________

STANDARDS

I. Quality of Care-the nurse evaluates the quality and effectiveness of nursing practices
II. Documentation and Record Keeping-ensures the continuity and completion of records and reports as required
III. Collegiality and Collaboration-provides consultative health services and assistance to the staff of Duarte Unified School District and participating districts in the SELPA as appropriate
IV. Develops as a Professional nurse-the Nurse acquires and maintains current knowledge and competency in nursing practice. The nurse also provides education in an effective and appropriate fashion
V. Fulfills Professional Responsibilities-the nurse fulfills professional responsibilities as appropriate to being a member of the Duarte Unified School District

_________________________    ________  ___________________________  ________
Signature of Evaluator       Date       Signature of Evaluatee       Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-4 (e)

157
### Early Childhood Educator – Additional Observation Record Notes

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### STANDARDS

I. Engages and supports all young children in learning and development  
II. Creates and maintains effective environments for young children’s learning and development  
III. Understands and organizes content knowledge for young children’s learning and development  
IV. Plans instruction and designs learning and development experiences for all young children  
V. Assesses and documents young children’s learning and development  
VI. Develops as a professional early childhood educator

### NOTES

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<th>Signature of Evaluator</th>
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<th>Signature of Evaluatee</th>
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Signature of evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-4 (f)

158
DUARTE UNIFIED SCHOOL DISTRICT

CTE – Additional Observation Record Notes

Name____________________________    Site__________________    Position__________________________

Date of Observation _________________________   Length of Observation____________________________

STANDARDS

I. Engages all students in the learning process; provides equal access to all students, including non-traditional and special populations
II. Creates and maintains an effective environment for student learning; safe practices are understood and implemented
III. Understands and organizes content knowledge for student learning; curriculum, instruction and evaluations
IV. Plans instruction and designs effective learning experiences for all students; uses appropriate instructional materials to achieve the goals and objectives of the program
V. Assesses student learning to determine instruction
VI. Develops as a professional educator; develops a 5 year written plan for program direction and improvement
VII. Fulfills professional responsibilities; all instructors are licensed, properly credentialed, appropriately endorsed, current and participate in appropriate professional association and professional development activities
VIII. Fulfills mandated CTE program requirements

____________________________________    ______________________   ______________________    ______________________
Signature of Evaluator                   Date                   Signature of Evaluatee    Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-4 (g)
DUARTE UNIFIED SCHOOL DISTRICT

Certificated Employee – Interim Evaluation

Teacher Name_______________________________________ Date____________________

School_____________________________________________ Evaluation Year____________

Grade/Subject___________________________________________________________________________

An unsatisfactory (U) or needs to improve (N) rating in any one area must be explained in the comments section. (Please circle the appropriate rating for each standard.

Evaluation Scale: (1) Meets and/or Exceeds Standards (2) Needs Improvement (3) Unsatisfactory

Areas of Evaluation

1 2 3 Standard #1
Engages All Students in the Learning Process

1 2 3 Standard #II
Creates and Maintains an Effective Environment for Student Learning

1 2 3 Standard #III
Understands and Organizes Content Knowledge for Student Learning

APPENDIX D-5 (a)
160
1 2 3 Standard #IV
Plans Instruction and Designs Effective Learning Experiences for All Students

1 2 3 Standard #V
Assesses Student Learning to Determine Instruction

1 2 3 Standard #VI
Develops as a Professional Educator

1 2 3 Standard #VII
Fulfills Professional Responsibilities

Signature of Evaluatee ____________________________ Date ____________
Signature of Evaluator ____________________________ Date ____________

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-5 (a)

161
DUARTE UNIFIED SCHOOL DISTRICT

TOSA – Interim Evaluation

Teacher Name_______________________________________ Date_______________________

School____________________________________________ Evaluation Year______________

Grade/Subject___________________________________________________________________________

An unsatisfactory (U) or needs to improve (N) rating in any one area must be explained in the comments section. (Please circle the appropriate rating for each standard.

Evaluation Scale: (1) Meets and/or Exceeds Standards (2) Needs Improvement (3) Unsatisfactory

Areas of Evaluation

1 2 3 Standard #1
   Supports & Promotes All Students in the Learning Process

1 2 3 Standard #II
   Creates and Maintains an Effective Environment for Student Learning

1 2 3 Standard #III
   Understands and Organizes Content Knowledge for Student Learning

APPENDIX D-5 (b)
162
1 2 3 Standard #IV
Plans Instruction and Designs Effective Learning Experiences for All Students

1 2 3 Standard #V
Assesses Student Learning to Determine Instruction

1 2 3 Standard #VI
Develops as a Professional Educator

1 2 3 Standard #VII
Fulfills Professional Responsibilities

Signature of Evaluatee ___________________________ Date ____________
Signature of Evaluator __________________________ Date ____________

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator
Teacher Name_______________________________________  Date_______________________

School_____________________________________________  Evaluation Year______________

Grade/Subject_________________________________________________________________________

An unsatisfactory (U) or needs to improve (N) rating in any one area must be explained in the comments section. (Please circle the appropriate rating for each standard.

Evaluation Scale: (1) Meets and/or Exceeds Standards (2) Needs Improvement (3) Unsatisfactory

Areas of Evaluation

1  2  3  **Standard #1**
Engages, Advocates for and Supports All Students in the Learning Process

1  2  3  **Standard #II**
Creates and Maintains an Effective Environment for Student Learning

1  2  3  **Standard #III**
Develops as a Professional Educator
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<th><strong>Standard #V</strong></th>
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<td></td>
<td><strong>Fulfills Professional Responsibilities</strong></td>
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<th>Signature of Evaluator</th>
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Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator
Teacher Name_______________________________________ Date_______________________

School_____________________________________________ Evaluation Year______________

An unsatisfactory (U) or needs to improve (N) rating in any one area must be explained in the comments section. (Please circle the appropriate rating for each standard.

Evaluation Scale: (1) Meets and/or Exceeds Standards (2) Needs Improvement (3) Unsatisfactory

**Areas of Evaluation**

1 2 3 **Standard #1**
Suggests realistic and effective intervention strategies for teachers to use with students

1 2 3 **Standard #II**
Works effectively with students

1 2 3 **Standard #III**
Uses effective consultative behaviors
1 2 3 **Standard #IV**
Consults effectively with parents, staff, and teachers

1 2 3 **Standard #V**
Demonstrates appropriate use of assessment tools and techniques

1 2 3 **Standard #VI**
Maintains efforts for continuing professional growth

1 2 3 **Standard #VII**
Works to uphold professional responsibilities

_________________________ ________  
Signature of Evaluatee  Date  
Signature of Evaluator  Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-5 (d)

167
DUARTE UNIFIED SCHOOL DISTRICT

Coordinator of Health Services – Interim Evaluation

Teacher Name_______________________________________    Date_______________________
School_____________________________________________    Evaluation Year______________
Grade/Subject___________________________________________________________________________

An unsatisfactory (U) or needs to improve (N) rating in any one area must be explained in the comments section. (Please circle the appropriate rating for each standard.

Evaluation Scale: (1) Meets and/or Exceeds Standards (2) Needs Improvement (3) Unsatisfactory

Areas of Evaluation

1 2 3 Standard #1
Quality of Care- The nurse evaluates the quality and effectiveness of nursing practices.

1 2 3 Standard #II
Documentation and Record Keeping- Ensures the continuity and completion of records and reports as required.

1 2 3 Standard #III
Collegiality and Collaboration- Provides consultative health services and Assistance to the staff of Duarte Unified School District and participating Districts in the SELPA as appropriate.

APPENDIX D-5 (e)
1 2 3  **Standard #IV**
Develops as a Professional Nurse- The nurse acquires and maintains current Knowledge and competency in nursing practice. The nurse provides education in an effective and appropriate fashion.

1 2 3  **Standard #V**
Fulfills Professional Responsibilities- The nurse fulfills professional responsibilities as appropriate to being a member of the Duarte Unified School District.

__________________________________________
Signature of Evaluatee

______________________________
Date

__________________________________________
Signature of Evaluator

______________________________
Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator.
Early Childhood Educator – Interim Evaluation

Early Childhood Educator Name _______________________________ Date ________________________

School _______________________________ Evaluation Year ____________________________

An unsatisfactory (U) or needs to improve (N) rating in any one area must be explained in the comments section. (Please circle the appropriate rating for each standard.

Evaluation Scale: (1) Meets and/or Exceeds Standards (2) Needs Improvement (3) Unsatisfactory

**Areas of Evaluation**

1 2 3  **Standard #1**
Engages and Supports All Young Children in Learning and Development

1 2 3  **Standard #II**
Creates and Maintains an Effective Environment for Young Children’s Learning and Development

1 2 3  **Standard #III**
Understands and Organizes Content Knowledge for Young Children’s Learning and Development
Certificated Evaluation Form - 2

1  2  3  **Standard #IV**
Plans Instruction and Designs Learning and Development Experiences for All Young Children

1  2  3  **Standard #V**
Assesses and Documents Young Children’s Learning and Development

1  2  3  **Standard #VI**
Develops as a Professional Early Childhood Educator

_________________________  ___________  ____________________  ___________
Signature of Evaluatee  Date  Signature of Evaluator  Date

(Signature of evaluatee does not constitute endorsement of the above comments by the evaluator)

APPENDIX D-5 (f)

171
Teacher Name_______________________________________ Date_____________________

School_____________________________________________ Evaluation Year______________

Grade/Subject___________________________________________________________________________

An unsatisfactory (U) or needs to improve (N) rating in any one area must be explained in the comments section. (Please circle the appropriate rating for each standard.

Evaluation Scale: (1) Meets and/or Exceeds Standards (2) Needs Improvement (3) Unsatisfactory

Areas of Evaluation

1 2 3 **Standard #1**
Engages All Students in the Learning Process; provides equal access to all students, including non-traditional and special populations

1 2 3 **Standard #II**
Creates and Maintains an Effective Environment for Student Learning, safe practices are understood and implemented

1 2 3 **Standard #III**
Understands and Organizes Content Knowledge for Student Learning; curriculum, instruction and evaluation

APPENDIX D-5 (g)
Certificated Evaluation Form – 2

1 2 3 **Standard #IV**
 Plans Instruction and Designs Effective Learning Experiences for All Students; uses appropriate instructional materials to achieve the goals and objectives of the program

1 2 3 **Standard #V**
 Assesses Student Learning to Determine Instruction

1 2 3 **Standard #VI**
 Develops as a Professional Educator; develops a 5 year written plan for program direction and improvement

1 2 3 **Standard #VII**
 Fulfills Professional Responsibilities; all instructions are licensed, properly credentialed, appropriately endorsed, current and participate in appropriate professional association and professional development activities

1 2 3 **Standard #VIII**
 Fulfills mandated CTE program requirements

_________________________  _______________  _______________  _______________
Signature of Evaluatee    Date    Signature of Evaluator    Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-5 (g)
I. Engages all students in the learning process
Makes learning goals and instructional procedures clear to all students; makes content and processes comprehensible and meaningful to all students; identifies and addresses the varying abilities and needs of each student; encourages students to extend their thinking; fosters student-directed learning; guides and coaches students in the learning process; uses instructional time effectively

II. Creates and maintains an effective environment for student learning
Organizes the physical environment to support teaching and learning; plans and implements classroom procedures and routines; establishes and maintains standards for student behavior; establishes a climate that promotes fairness, respect, and access to learning; promotes social development and group responsibility; establishes and maintains rapport with students; establishes a safe environment for students.

III. Understands and organizes content knowledge for student learning
Adheres to district curriculum and course outlines; demonstrates knowledge of subject matter content; demonstrates understanding of key subject matter concepts and their interrelationships for students; uses appropriate materials, resources, and technology to make subject matter accessible to students; integrates ideas and information across disciplines.

IV. Plans instruction and designs effective learning experiences for all students
Establishes and articulates challenging learning goals for all students; demonstrates understanding of students’ developmental learning needs; uses knowledge of student background, ability and experience to plan instruction; draws upon students diversity in planning instruction; designs instructional plans to meet student needs and interests; demonstrates an understanding of the connection between past and future learning experiences.

V. Assesses student learning to determine instruction
Establishes appropriate learning expectations for all students; collects and uses multiple sources of information about students and their work; involves students in assessing their own work, communicates with students, parents, staff, and other audiences about student progress; uses results of assessment to plan for future instruction.

VI. Develops as a professional educator
Reflects on teaching and learning; involves families and community members in student learning; works with colleagues to improve teaching and learning; actively pursues opportunities to contribute and grow professionally; models life-long learning by keeping current on latest research and advancement in education.

VII. Fulfills professional responsibilities
Maintains records and/or reports; adheres to timelines in all areas of responsibility; supervises students outside of the classroom, as assigned; attends required meetings; works effectively and cooperatively with others; utilizes effective communication; adheres to assigned, and as noted in the Collective Bargaining Agreement.
Overall Assessment:

- Meets and/or Exceeds
- Needs Improvement
- Unsatisfactory

Commendations:

Recommendations for continued professional growth and development:

Signature of Evaluatee __________________________  Signature of Evaluator __________________________
Date __________________________  Date __________________________

Signature of the evaluatee does not constitute endorsement of the above evaluation. The evaluatee has the right to append this evaluation.
I. **Standard: Supports & Promotes All Students in the Learning process**
Makes learning goals and instructional procedures clear; makes content and processes comprehensible and meaningful; identifies and addresses the varying abilities and needs of each student; promotes critical thinking; guides and coaches students and teachers in the teaching and learning process.

II. **Standard: Creates and maintains an effective environment for student learning.**
Effectively coaches teachers to plan and implement classroom procedures and routines; establishes and maintains standards for student behavior; promotes equity, fairness, and respect among all members of the school community; promotes social development and group responsibility; establishes a safe environment for students; shapes a culture in which high expectations are the norm for each student and teacher as evident in rigorous academic work.

III. **Standard: Understands and organizes content knowledge for student learning**
Adheres to state content standards, district curriculum, and course outlines (i.e. intervention classes, ELD, grade-level planning, collaborative); demonstrates knowledge of subject matter content across grade levels; demonstrates understanding of key subject matter concepts and their interrelationships for students; uses appropriate materials, resources and technology to make subject matter accessible to students, serves as a resource to teachers in this area; integrates ideas and information across disciplines.

IV. **Standard: Plans instruction and designs effective learning experiences for all students**
Demonstrates understanding of students’ developmental learning needs; uses knowledge of student background, ability and expertise to support the planning process (i.e. intervention classes, ELD grade-level planning, collaborative, test prep courses); draws upon student diversity when coaching teachers; supports teachers with the design of instructional plans to meet student needs and interests; provides coaching to teachers with clear goals and logical transitions and assists teachers in doing the same; shapes and designs programs and activities to ensure that they are integrated, articulated throughout the grade levels and consistent with the school or program vision.

V. **Standard: Assesses student learning to determine instruction**
Utilizes multiple assessments to evaluate student learning in an ongoing process focused on improving the academic performance of each student; uses results of assessments to plan for future instruction; communicates with students, parents, staff and other audiences about student progress.

VI. **Develops as a professional educator**
Reflects on teaching and learning; involves families and community members in student learning; works with colleagues to improve teaching and learning; actively pursues opportunities to contribute and grow professionally; models life-long learning by keeping current on latest research and advancement in education; demonstrates leadership skills by guiding and supporting the long-term professional development of staff.

VII. **Fulfills professional responsibilities**
Maintains records and/or reports; adheres to timelines in all areas of responsibility; supervises students outside of the classroom, as assigned; attends required meetings; works effectively and cooperatively with others; utilizes effective communication; adheres to assigned work schedule, maintains professional demeanor and appearance, fulfills duties as assigned, and as noted in the Collective Bargaining Agreement.
Overall Assessment:

- Meets and/or Exceeds
- Needs Improvement
- Unsatisfactory

Commendations:

Recommendations for continued professional growth and development:

Signature of Evaluatee: ____________________________ Date: ____________
Signature of Evaluator: ____________________________ Date: ____________

Signature of the evaluatee does not constitute endorsement of the above evaluation. The evaluatee has the right to append this evaluation.

APPENDIX D-6 (b)
| I. Standard: Engages, Advocates for and Supports All Students in the Learning Process: | 1 | 2 | 3 |
| Ensures all students are engaged in a system of support designed for learning and academic success; identifies student problems in their earliest stages and implements prevention and intervention strategies; provides a safe, welcoming setting in which students may present and discuss their academic needs and concerns; advocates for educational opportunity, equity and access for all students. |

| II. Standard: Creates and Maintains an Effective Environment for Student Learning |  |
| Identifies needs and appropriate places for students in the instructional program; provides for continuous evaluation of students’ academic progress; encourages student’s maximum academic achievement; effectively communicates promotion/graduation requirements to students/parents. |

| III. Standard: Informs and Educates Student’s Career Choice/Pathways |  |
| Connects students with providers of employability skills such as working on a team, problem solving and organization; aids students in identifying personal skills, interests and abilities that will relate to their current career choices; establishes and maintains four year plans for incoming freshmen. |

| IV. Standard: Personal/Social Development |  |
| Provides help/resources for at risk students; identifies and refers special needs students; assists students in development of interpersonal skills; maintains confidentiality; maintains appropriate standards of behavior, mutual respect and safety. |

| I. Standard: Develops as a Professional Educator |  |
| Teaches guidance units effectively; proactively assists students in the planning of personal, academic and career goals; counsels individual students and groups of students with identified needs/concerns; implements an effective referral process with administrators, teachers and other school personnel. |

| I. Standard: Fulfills Professional Responsibilities |  |
| Develops, maintains and submits all records and/or reports within designated timelines; adheres to timelines in all areas of responsibility; supervises students outside of classroom as assigned; attends required meetings; works effectively and cooperatively with others; utilizes effective communication when dealing with stakeholders; adheres to assigned work schedule; maintains professional demeanor and appearance; maintains records and/or reports; fulfills duties assigned, and as noted in the Collective Bargaining Agreement. |
DUARTE UNIFIED SCHOOL DISTRICT

Counselor – Summary Evaluation

Overall Assessment:

- Meets and/or Exceeds
- Needs Improvement
- Unsatisfactory

Commendations:

Recommendations for continued professional growth and development:

________________________________________
Signature of Evaluatee                      Date

________________________________________
Signature of Evaluator                     Date

Signature of the evaluatee does not constitute endorsement of the above evaluation. The evaluatee has the right to append this evaluation.

APPENDIX D-6 (c)

179
I. Suggests realistic and effective intervention strategies for teachers to use with students:
Assists in early identification of students’ school-related problems; carefully observes student behavior and/or performance before developing intervention strategies; responds with suggested strategies promptly after referral or request for assistance; assists teacher or student in implementation of strategies if requested; seeks feedback from teachers or student in implementation of strategies if requested; seeks feedback from teachers or student regarding effectiveness of intervention strategies; develops effective intervention strategies based on knowledge and understanding of learning styles.

II. Standard: Works effectively with students
Develops and implements prevention programs related to current social concerns; counsels students individually or in groups on improvement of educational programs and personal adjustment; intervenes effectively with students in crisis situations; uses language appropriate to the listener, including non-vocal communication when necessary; provides activities that promote feelings of self-worth and self-esteem; encourages others to understand and respect those with disabilities.

III. Uses effective consultative behaviors
Identifies useful resources; follows up on problems and strategies after initial contact; provides alternatives in dealing with problems situations; helps staff work more effectively with parents; involves staff as participants in problem-solving process.

IV. Standard: Consults effectively with parents, staff, and teachers
Confers cooperatively with teachers and other school personnel to discuss student needs; confers cooperatively to develop plans for remediation of problems in the areas of student learning and adjustment; confers with parents about special education services/placements; prepares them for multidisciplinary conference; participates in Student Study Team, eligibility, and IEP committees to help meet the needs of identified students; develops and provides group parent education training as needed.

V. Demonstrates appropriate use of assessment tools and techniques
Demonstrates assessment knowledge and skills in areas of academic performance, behavior, and social/emotional development and functioning; uses various techniques to assess classroom/school situations (observations, checklists, questionnaires, and socio-metrics); analyzes, integrates, and interprets information from a variety of sources to make diagnosis and recommendations regarding needs for services; communicates verbally and in written form the student’s present level of functioning and educational needs; conducts valid psychological and psycho-educational assessment relevant to referral questions.

VI. Maintains efforts for continuing professional growth.
Models lifelong learning by keeping current on latest research & advancement on education; applies knowledge gained from continuing education activities; implements reasonable and appropriate time allocations for observation, testing, communication, consultation, and paperwork.

VII. Works to uphold professional responsibilities
Communicates information critical to decision making but maintains appropriate confidentiality; maintains effective interpersonal relationships and communication with staff, parents & students; writes timely, comprehensive, and diagnostic assessment reports in clear, concise language and maintains accurate records, maintains organized, accurate and complete records; adheres to assigned work schedule; fulfills duties as assigned and as noted in the Collective Bargaining Agreement.
DUARTE UNIFIED SCHOOL DISTRICT

School Psychologist – Summary Evaluation

Overall Assessment:

- Meets and/or Exceeds
- Needs Improvement
- Unsatisfactory

Commendations:

Recommendations for continued professional growth and development:

________________________

Signature of Evaluatee   Date   Signature of Evaluator   Date

Signature of the evaluatee does not constitute endorsement of the above evaluation. The evaluatee has the right to append this evaluation.

APPENDIX D-6 (d)

181
I. Standard: Quality of Care - The nurse evaluates the quality and effectiveness of nursing practices.

Implements state mandated screenings; ensures compliance with immunization regulations; ensures compliance with Tuberculosis testing; ensures compliance with physical exam requirements; consults with parents and agencies to acquire needed health care; complies with state requirements to provide specialized health care; oversees the operation of the Duarte Unified School District Health Services Center.

II. Standard: Documentation and Record Keeping - Ensures the continuity and completion of records and reports as required.

Maintains records and pertinent health information in Aeries; trains the health aides/office staff to maintain up-to-date records; maintains confidentiality; annually trains health aides on health record maintenance and confidentiality.

III. Standard: Collegiality and Collaboration - Provides consultative health services and assistance to the staff of Duarte Unified School District and participating districts in the SELPA as appropriate.

Participates in IEP meetings as necessary; consults and apprises staff of current health trends and student-specific health needs; serves as a liaison between school and community agencies as appropriate (i.e. to obtain health information or to refer to health providers); serves as a consultant for mandated suspected abuse/neglect reporting.

IV. Standard: Develops as a Professional Nurse - The nurse acquires and maintains current knowledge and competency in nursing practice. The nurse also provides education in an effective and appropriate fashion.

Actively pursues opportunities to contribute and grow professionally; maintains professional licensure; adheres to professional code of ethics; provides training for health aides; assists and supports site administrators in the evaluation process for health aides; coordinates efforts for staff related to health care issues (i.e. CPR, first aid).

V. Standard: Fulfills Professional Responsibilities - The nurse fulfills professional responsibilities as appropriate to being a member of the Duarte Unified School District.

Provides health in-service to health aides and other staff as needed; provides education to students and parents (i.e. annual viewing of “Family Living” films); provides input to the school site principals in the evaluation process for the health aides; attends required meetings; works effectively and cooperatively with others; utilizes effective communication; maintains professional demeanor and appearance; adheres to all timelines in all areas of responsibility; adheres to assigned work schedule.
Overall Assessment:

Meets and/or Exceeds

Needs Improvement

Unsatisfactory

Commendations:

Recommendations for continued professional growth and development:

________________________

Signature of Evaluatee

Date

________________________

Signature of Evaluator

Date

Signature of the evaluatee does not constitute an endorsement of the above evaluation. The evaluatee has the right to append this evaluation.

APPENDIX D-6 (e)

183
I. **Engages and supports all young children in learning and development**

Demonstrates an understanding of the typical progression of young children’s cognitive, physical and social emotional skills;

Differentiates characteristics of typical and atypical child development;

Demonstrates knowledge of the integral role of teachers, family, culture, and the community in children’s development;

Identifies and addresses biological and environmental factors that influence young children’s development;

Embraces the demographics, cultural background, and perspectives of the children and families served in the early childhood setting;

Communicates and collaborates with families to support young children’s development and learning;

Recognizes when additional diagnosis and services may be needed;

Demonstrates understanding of the types of locally-available support services for children and families;

ECE’s working or intending to work in the toddler setting, will demonstrate understanding of the unique care, development, and learning needs of the youngest children and how to support their growth, development and learning.
II. Creates and maintains effective environments for young children’
learning and development

Establishes positive primary relationships with young children;

Develops productive (i.e. healthful, safe and predictable) daily routines and
schedules for potential use with children which can also serve as learning
opportunities for children;

Demonstrates the ability to promote children’s positive social behavior and self-
regulation; Sets developmentally-appropriate expectations for young children’s
behavior;

Recognizes and implements strategies to prevent and/or address young children’s
challenging behavior and implements strategies to help children learn to resolve
conflicts;

Recognizes the effects of factors outside the setting on children’s social-emotional
well-being and understands how to adjust the environment as a classroom practice
to help affected children, and as needed, to collaborate with families and service
providers;

Understands the elements of potentially effective learning environments (physical
space, routines, materials, activities, equipment, classroom management) that
promote young children’s learning;

Recognizes how an effective home-school family connection interacts to support
children’s learning and development.
III. Understands and organizes content knowledge for young children’s learning and development

Has sufficient discipline-based knowledge to teach content to young children;

Knows the principles of effective instruction and facilitation in each content domain;

Knows how to design activities that are developmentally appropriate, engaging, and supports young children’s learning in each content domain;

Knows how to interact with children in ways that support their content learning and developing skills;

Knows how to individualize activities and instruction to address differences in young children’s skill levels and learning styles;

Identifies key content appropriate for young children as identified in the California Infant/Toddler and Preschool Foundations and Curriculum Framework for planning developmentally appropriate curriculum and learning activities for young children;

Demonstrates appropriate content pedagogy for key subject and skill areas in the early childhood curriculum;

Plans setting individualized goals and objective for content learning for young children in the early childhood setting;

Understands the strengths and weaknesses of commonly-used childhood curriculas and approaches, including the California Early Learning and Development System-based curriculum from the California Department of Education.
IV. Plans instruction and designs learning and development experiences for all young children

Utilizes concepts relating to children’s learning trajectories, including goals, developmental progressions, and instructional tasks and strategies;

Demonstrates the general principles of effective pedagogy for young children, including ways in which children’s play as a teacher guided, child-centered intentional learning opportunity can contribute to children’s academic learning;

Applies knowledge of child growth and development to design developmentally-appropriate lesson plans;

Applies knowledge of curriculum to address all dimensions of child development (i.e. physical, cognitive, social/emotional, creative expression, language and communication, socialization, self-regulation, and self-help skills for all children);

Demonstrates the ability to consider factors such as cultural, linguistic, ethnic, economic, gender diversity, and first- and second-language acquisition with respect to instructional planning;

Demonstrates planning that incorporates the contexts of focused play interactions, daily routines, focused conversations, and focused interactions, along with a supportive classroom environment, that works in concert to support young children’s learning and development;

Applies knowledge of how to plan for children’s diverse learning styles, motivations, interest, and abilities;

Applies knowledge of how to plan for family engagement to support children’s growth and development;

Integrates movement and kinesthetic experiences within the curriculum to help young children’s learning and development; Uses a variety of technology and media within early childhood instruction;

Utilizes appropriate strategies for supporting home language for the youngest learners;

Utilizes appropriate strategies for supporting dual language learners in developing English language and literacy skills for preschool age children;

Applies appropriate instructional strategies and potential curriculum modifications to help young children with disabilities access the curriculum;

Applies appropriate instructional strategies and potential curriculum and instructional modifications to help young children with other identified socio-emotional needs and children who are gifted and talented access the curriculum;

Demonstrates effective lesson planning and use of educational practices based on observation, assessments and the California Early Learning and Development system resources from the California Department of Education.
V. **Assesses and documents young children’s learning and development**

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Demonstrates understanding of commonly-used early childhood screening and formative assessment strategies;

Demonstrates understanding of the characteristics and purposes of formative and summative assessments of young children;

Chooses and uses formative assessment strategies appropriate for assessing a particular skill;

Identifies and utilizes key characteristics of culturally and linguistically appropriate assessments;

Interprets basic assessment findings from formative and summative assessments;

Applies assessment results to inform planning and instruction;

Develops a sample communication appropriate for children and families regarding student assessment outcomes.

IV. **Develops as a professional early childhood educator**

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Demonstrates an understanding of historical and current early childhood education perspectives, theories, programs types and philosophies;

Acts in an ethical manner;

Reflects on practice and uses this information to improve teaching and learning in the ECE context;

Collaborates and communicates with other professionals;

Understands effective strategies for supporting adult learning related to the teaching of young children;

Demonstrates the ability to co-plan and co-teach with Child Development Permit holders such as other teachers, Master/mentor teachers, and others in the ECE setting;

Demonstrates how to organize and supervise the work of other adults in the early childhood classroom;

Demonstrates how to provide constructive performance feedback to adults;

Demonstrates how to communicate effectively with staff being supervised and with one’s own supervisors;

Demonstrates an understanding of the program, personnel effectiveness, and how to communicate this information to one’s supervisor.
DUARTE UNIFIED SCHOOL DISTRICT

Early Childhood Educator-Summary Evaluation

Overall Assessment:

Meets and/or Exceeds Needs Improvement Unsatisfactory

☐ ☐ ☐

Commendations:

Recommendations for continued professional growth and development:

Signature of Evaluatee Date Signature of Evaluator Date

Signature of evaluatee does not constitute an endorsement of the evaluation. The evaluatee has the right to append this evaluation.

APPENDIX D-6 (f)

189
DUARTE UNIFIED SCHOOL DISTRICT

CTE – Summary Evaluation

Name____________________ Date________________ Position____________________________
Site____________________ Status_______________ Subject(s) Taught____________________

Evaluation Scale: (1) Meets and/or Exceeds Standards (2) Needs Improvement (3) Unsatisfactory

I. Engages all students in the learning process; provides equal access to all students, including non-traditional and special populations

Makes learning goals and instructional procedures clear to all students; makes content and processes comprehensible and meaningful to all students; identifies and addresses the varying abilities and needs of each student; encourages students to extend their thinking; fosters student-directed learning; guides and coaches students in the learning process; uses instructional time effectively, uses students prior knowledge to focus and engage learners

II. Creates and maintains an effective environment for student learning; safe practices are understood and implemented

Organizes the physical environment to support teaching and learning; plans and implements classroom procedures and routines; establishes and maintains standards for student behavior; establishes a climate that promotes fairness, respect, and access to learning; promotes social development and group responsibility; establishes and maintains rapport with students; establishes a safe environment for students.

III. Understands and organizes content knowledge for student learning; curriculum, instruction and evaluation

Adheres to district curriculum and course outlines; demonstrates knowledge of subject matter content; demonstrates understanding of key subject matter concepts and their interrelationships for students; uses appropriate materials, resources, and technology to make subject matter accessible to students; integrates ideas and information across disciplines.

IV. Plans instruction and designs effective learning experiences for all students; uses appropriate instructional materials to achieve the goals and objectives of the program

Establishes and articulates challenging learning goals for all students; demonstrates understanding of students’ developmental learning needs; uses knowledge of student background, ability and experience to plan instruction; draws upon student’s diversity in planning instruction; designs instructional plans to meet student needs and interests; demonstrates an understanding of the connection between past and future learning experiences. Designs lessons with clear goals and logical transitions that teach and assess academic integration with core instructions. Ensures student’s use and apply appropriate industry tools, instruments and materials to achieve the goals and objectives of the program.

V. Assesses student learning to determine instruction

Establishes appropriate learning expectations for all students; collects and uses multiple sources of information about students and their work; involves students in assessing their own work, communicates with students, parents, staff, and other audiences about student progress; uses results of assessment to plan for future instruction.

APPENDIX D-6 (g)
VI. **Develops as a professional educator; develops a 5 year written plan for program direction and improvement**
Reflects on teaching and learning; involves families and community members in student learning; works with colleagues to improve teaching and learning; actively pursues opportunities to contribute and grow professionally; models life-long learning by keeping current on latest research and advancement in education. Maintains training and professional certification to certify students in their career and training certifications.

VII. **Fulfills professional responsibilities; all instructors are licensed, properly credentialed, appropriately endorsed, current and participate in appropriate professional association and professional development activities.**
Maintains records and/or reports; adheres to timelines in all areas of responsibility; supervises students outside of the classroom, as assigned; attends required meetings, including but not limited to regular professional and industry association meetings; works effectively and cooperatively with others; utilizes effective communication; adheres to assigned, and as noted in the Collective Bargaining Agreement.

VIII. **Fulfills mandated CTE program requirements**
Ensures students have certification and work based learning and internship opportunities. Maintains training and professional certification to certify students in their career and training certifications. Provides intra-curricular student leadership training opportunities; career technical student organization.
DUARTE UNIFIED SCHOOL DISTRICT

Certificated Employee – Summary Evaluation

Overall Assessment:

- Meets and/or Exceeds
- Needs Improvement
- Unsatisfactory

Commendations:

Recommendations for continued professional growth and development:

________________________          ______________        _____________________        ______________
Signature of Evaluatee          Date                      Signature of Evaluator          Date

Signature of the evaluatee does not constitute endorsement of the above evaluation. The evaluatee has the right to append this evaluation.
DUARTE UNIFIED SCHOOL DISTRICT

Certificated Employee – Improvement Plan

Name________________________________________________________ Status______________________________________________

Position____________________________________________________ Subject(S) Taught_____________________________________

This form is used when the certificated employee’s Observation Record indicates Improvement Plan Attached and/or Summary Evaluation indicates Does Not Meet Standards. This report must include recommendations made to the employee and assistance provided to the employee.

STANDARDS

I. Engages all students in the learning process
II. Creates and maintains an effective environment for student learning
III. Understands and organizes content knowledge for student learning
IV. Plans instruction and designs effective learning experiences for all students
V. Assesses student learning to determine instruction
VI. Develops as a professional educator
VII. Fulfills professional responsibilities

Standards #____________

Area(s) of concern:

Specific recommendation for improvement:

Assistance to be provided:

Follow-up meeting dates to monitor progress:

Dates(s) for achieving specified improvement:

_________________________  ______________  ____________________________  ____________
Signature of Evaluator      Date        Signature of Evaluatee       Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-7 (a)
DUARTE UNIFIED SCHOOL DISTRICT

TOSA – Improvement Plan

Name_______________________________________  Status___________________________________
Position____________________________________  Subject(s) Taught_________________________

This form is used when the certificated employee’s Observation Record indicates Improvement Plan Attached and/or Summary Evaluation indicates Does Not Meet Standards. This report must include recommendations made to the employee and assistance provided to the employee.

STANDARDS

I. Supports & Promotes all students in the learning process
II. Creates and maintains an effective environment for student learning
III. Understands and organizes content knowledge for student learning
IV. Plans Instruction and Design Effective Learning Experiences for All Students
V. Assesses student learning to determine instruction
VI. Develops as a professional educator
VII. Fulfills professional responsibilities

1. Standards #(s)_________________________

Area(s) of concern:

Specific recommendation for improvement:

Assistance to be provided:

Follow-up meeting dates to monitor progress:

Dates(s) for achieving specified improvement:

________________________   ____________________   ____________________   ____________________
Signature of Evaluator                  Date                  Signature of Evaluatee                  Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-7 (b)
Counselor – Improvement Plan

Name_______________________________________ Status___________________________________
Position_______________________________________ Subject(s) Taught_________________________

This form is used when the certificated employee’s Observation Record indicates Improvement Plan Attached and/or Summary Evaluation indicates Does Not Meet Standards. This report must include recommendations made to the employee and assistance provided to the employee.

STANDARDS

I. Engages, advocates for and supports all students in the learning process
II. Creates and maintains an effective environment for student learning
III. Informs and educates student’s career choice/pathways
IV. Personal/Social Development
V. Develops as a professional educator
VI. Fulfills professional responsibilities

Standards #(s)________________

Area(s) of concern:

Specific recommendation for improvement:

Assistance to be provided:

Follow-up meeting dates to monitor progress:
Dates(s) for achieving specified improvement:

_________________________________     __________  ___________________________________     __________
Signature of Evaluator               Date                                      Signature of Evaluatee               Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-7 (c)
DUARTE UNIFIED SCHOOL DISTRICT

School Psychologist – Improvement Plan

Name_______________________________________  Status____________________________________

Position______________________________________  Subject(S) Taught_________________________

This form is used when the certificated employee’s Observation Record indicates Improvement Plan Attached and/or Summary Evaluation indicates Does Not Meet Standards. This report must include recommendations made to the employee and assistance provided to the employee.

STANDARDS

I. Suggests realistic and effective intervention strategies for teachers to use with students
II. Works effectively with students
III. Uses effective consultative behaviors
IV. Consults effectively with parents, staff and teachers
V. Demonstrates appropriate use of assessment tools and techniques
VI. Maintains efforts for continuing professional growth
VII. Works to uphold professional responsibilities

2. Standards #(s)________________

Area(s) of concern:

Specific recommendation for improvement:

Assistance to be provided:

Follow-up meeting dates to monitor progress:

Dates(s) for achieving specified improvement:

____________________________________  __________________________  __________________________  __________________________
Signature of Evaluator              Date              Signature of Evaluatee              Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator
DUARTE UNIFIED SCHOOL DISTRICT

Coordinator of Health Services – Improvement Plan

Name_______________________________________  Status___________________________________
Position_____________________________________  Subject(S) Taught________________________

This form is used when the certificated employee’s Observation Record indicates Improvement Plan Attached and/or Summary Evaluation indicates Does Not Meet Standards. This report must include recommendations made to the employee and assistance provided to the employee.

STANDARDS

I. Quality Care – The nurse evaluates the quality and effectiveness of nursing practices
II. Documentation and record keeping – Ensures the continuity and completion of records and reports as required
III. Collegiality and collaboration – Provides consultative health services and assistance to the staff of Duarte Unified School District and participating district in the SELPA as appropriate
IV. Develops as a professional nurse – the nurse acquires and maintains current knowledge and competency in nursing practice. The nurse also provides education in an effective and appropriate fashion.
V. Fulfills professional responsibilities – The nurse fulfills professional responsibilities as appropriate to being a member of the Duarte Unified School District

3. Standards #(s)________________

Area(s) of concern:

Specific recommendation for improvement:

Assistance to be provided:

Follow-up meeting dates to monitor progress:
Dates(s) for achieving specified improvement:

________________________________________  ______________________________
Signature of Evaluator                       Date

________________________________________  ______________________________
Signature of Evaluatee                        Date

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-7 (e)
DUARTE UNIFIED SCHOOL DISTRICT

Early Childhood Educator – Improvement Plan

Name_________________________________________ Status_____________________________________

Position_____________________________________

This form is used when the certificated employee’s Observation Record indicates Improvement Plan Attached and/or Summary Evaluation indicates Does Not Meet Standards. This report must include recommendations made to the employee and assistance provided to the employee.

STANDARDS

I. Engages and supports all young children in learning and development
II. Creates and maintains effective environments for young children’s learning and development
III. Understands and organizes content knowledge for young children’s learning and development
IV. Plans instruction and designs learning and development experiences for all young children
V. Assesses and documents young children’s learning and development
VI. Develops as a professional early childhood educator

I.
Standard #(s)_____________________

Area(s) of concern:

Specific recommendation for improvement:

Assistance to be provided:

Follow-up meeting dates to monitor progress:
Date(s) for achieving specified improvement:

________________________  _________________________  __________________________  _________________________
Signature of Evaluator       Date                        Signature of Evaluatee          Date

Signature of evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-7 (f)
DUARTE UNIFIED SCHOOL DISTRICT

CTE – Summary Evaluation

Overall Assessment:

- Meets and/or Exceeds
- Needs Improvement
- Unsatisfactory

Commendations:

Recommendations for continued professional growth and development:

Signature of Evaluatee ____________________________ Date ____________

Signature of Evaluator ____________________________ Date ____________

Signature of the evaluatee does not constitute endorsement of the above evaluation. The evaluatee has the right to append this evaluation.

APPENDIX D-6 (g)

199
DUARTE UNIFIED SCHOOL DISTRICT

CTE – Improvement Plan

Name_______________________________________  Status___________________________________
Position____________________________________  Subject(S) Taught_________________________

This form is used when the certificated employee’s **Observation Record** indicates Improvement Plan Attached and/or **Summary Evaluation** indicates Does Not Meet Standards. This report must include recommendations made to the employee and assistance provided to the employee.

**STANDARDS**

I. Engages all students in the learning process; provides equal access to all students, including non-traditional and special populations

II. Creates and maintains an effective environment for student learning; safe practices are understood and implemented

III. Understands and organizes content knowledge for student learning; curriculum, instruction and evaluation

IV. Plans instruction and designs effective learning experiences for all students; uses appropriate instructional materials to achieve the goals and objectives of the program

V. Assesses student learning to determine instruction

VI. Develops as a professional educator; develops a 5 year written plan for program direction and improvement

VII. Fulfills professional responsibilities; all instructors are licensed, properly credentialed, appropriately endorsed, current and participate in appropriate professional association and professional development activities

VIII. Fulfills mandated CTE program requirements

Standards #(s)________________

Area(s) of concern:

Specific recommendation for improvement:

Assistance to be provided:

Follow-up meeting dates to monitor progress:

Dates(s) for achieving specified improvement:

_________________________    ____________________________
Signature of Evaluator        Date

Signature of Evaluator

Signature of the evaluatee does not constitute endorsement of the above comments by the evaluator

APPENDIX D-7 (g)
**EMPLOYEE ABSENCE REPORT**

[Certificated] [Classified]

EMPLOYEE (Type or Print) ___________________________ School or Department ___________________________

**FORM USE:** Employee must submit this report to Principal or appropriate Education Center administrator prior to absence for 1) ANNUAL VACATION, 2) SCHOOL BUSINESS, 3) PERSONAL BUSINESS. For all other reasons, employee must submit this report to the administrator immediately upon return.

Leave of ________ days, ________ hours, starting ________________ through ________________

*(CHECK APPROPRIATE REASON FOR LEAVE)*

1. ( ) Personal Illness (attach physician’s statement if absence exceeds five working days)
2. ( ) Annual Vacation
3. ( ) School Business: PROGRAM CHARGED: ______________________
4. ( ) Conference Attendance: PROGRAM CHARGED: ______________________
5. ( ) Jury Duty
6. ( ) Military Leave
7. ( ) Industrial Accident or Illness (MUST BE DISTRICT AUTHORIZED)
8. ( ) Bereavement (RELATIONSHIP) ________________________________
9. ( ) Personal Business – WITHOUT PAY
10. ( ) Personal Necessity
    a. ( ) Additional bereavement leave
    b. ( ) Accident to property
    c. ( ) Appearance in Court
    d. ( ) Immediate family illness
    e. ( ) Imminent danger to property
    f. ( ) Attention to “unavoidable, inevitable or indispensable personal matters.”
11. ( ) Association Day (CERTIFICATED ONLY)
12. ( ) Negotiations
13. ( ) Floating Holiday (CLASSIFIED ONLY)
14. ( ) Released Day (CLASSIFIED ONLY)
15. ( ) Compensation Time
16. ( ) Personal Choice

__________________________ __________________________
EMPLOYEE SIGNATURE DATE

APPROVE ________ DISAPPROVE ________ REASON FOR DISAPPROVAL _____________________________

__________________________ __________________________
ADMINISTRATOR’S SIGNATURE DATE

**DISTRIBUTION:**
- Payroll
- School
- Employee

APPENDIX E

201
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CERTIFICATED WORKYEAR - 185 DAYS

Board Approved 6/23/22 w/ 3%

APPENDIX F-1

202
## SCHEDULE Y FOR SPEECH PATHOLOGISTS – 185 DAYS

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<tr>
<th>RANGE</th>
<th>Internship</th>
<th>Clear Credential + MA</th>
<th>Clear Credential + 75 Includes MA</th>
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Board Approved 6/23/22 w/ 3%
2022-2023 CERTIFICATED SALARY SCHEDULE U
DUARTE UNIFIED SCHOOL DISTRICT
SCHOOL PSYCHOLOGISTS

<table>
<thead>
<tr>
<th>RANGE</th>
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<th>CLEAR CREDENTIAL + 75 UNITS INC MA</th>
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SCHOOL PSYCHOLOGISTS – 198 DAYS

Board Approved 6/23/22 w/ 3%

APPENDIX F – 3

204
# 2022-2023 CERTIFICATED SALARY SCHEDULE W
DUARTE UNIFIED SCHOOL DISTRICT
COUNSELORS, COORDINATORS,
COORDINATOR OF HEALTH SERVICES (DISTRICT NURSE)

## SCHEDULE W FOR COUNSELORS, COORDINATORS, COORDINATOR OF HEALTH SERVICES

<table>
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<tr>
<th>RANGE</th>
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<th>BA + Credential + MA</th>
<th>Clear Credential + 75 Includes MA</th>
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(DISTRICT NURSE) @ 195 DAYS

Board Approved 6/23/22 w/ 3%

### APPENDIX F- 4

205


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<th>STEP</th>
<th>PAY BASIS</th>
<th>1 (AA)</th>
<th>2 (AA &amp; SITE SUPERVISOR)</th>
<th>3 (BA)</th>
<th>4 (BA &amp; SITE SUPERVISOR)</th>
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<td>$44,311.00</td>
<td>$55,704.00</td>
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<td>Daily**</td>
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<td>$239.52</td>
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*Annual Wage Shown for 185 work day for 8 hour assignment.

**Daily Wage shown for 8 hour assignment.

Early Childhood Educators (ECE) members working four (4) or more hours will receive a longevity stipend of fifty dollars ($50) per month, paid after completion of five (5) years, then (10) years, fifteen (15) years, and twenty (20) years of service.

Board Approved 6/23/22 w/ 3%
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*Annual Wage Shown for 185 work day for 8 hour assignment.

**Daily Wage shown for an 8 hour assignment.

Career Technical Educators (CTE) members working four (4) or more hours will receive a longevity stipend of eighty ($80) per month, paid after the completion of five (5), ten (10), fifteen (15) and twenty (20) years of service.

Career Technical Student Organization (CTSO) Advisor:
SkillsUSA Regional Advisor $2,000
SkillsUSA State Advisor $1,500
SkillsUSA National Advisor $2,000

Additional Industry Competition Advisor: hourly

All Academy Business: hourly

Industry Certification, (To Authorize Student Certification): $500 stipend per industry certification(s), up to 2 (two), pending approval by DUSD school board

**APPENDIX F- 6 **

207
1. Prior outside teaching experience will be calculated year for year and placement on the salary schedule will be as appropriate. One (1) step will be credited for each year. This policy will not be retroactive. A year of prior teaching experience is defined as 75% of the required work days in any one school year. Teaching experience may include long term substitute teaching but may not include daily or short term substitute teaching.

2. For every twelve (12) hours of attendance at unpaid District in-service classes, salary credit equal to one (1) semester unit is to be granted. The units which are granted shall apply to column changes in the same manner as do university units. Records on in-service attendance hours will be cumulative from one year to the next. No more than five (5) semester hours of credit for in-service training can be accrued for each column advancement.

3. If a teacher anticipates a change from one classification to another, notice of such change MUST BE SUBMITTED TO THE PERSONNEL OFFICE IN WRITING NOT LATER THAN JUNE 1 OF THE PREVIOUS SCHOOL YEAR. Verification of units completed must be received in the Personnel Office prior to change in salary. November 1 is the last day acceptable for a September salary change.

4. If granted a leave of absence of any type, step status on salary schedule is maintained.

5. Effective for courses taken after September 1, 2008: Units from an accredited college after the Bachelor's degree shall be in education courses, or towards an additional credential or authorization or in academic courses in a subject taught by the unit member, unless the course(s) to be taken are approved in advance by the Superintendent or designee.

APPENDIX G

208
Notice of Offer of Employment - Certificated Employees

NAME___________________________________________ SSN________________________

ADDRESS___________________________________________________________

You are hereby offered employment for the 20__________- 20____ school year.

Your salary schedule placement is in Class_______Step______, on the regular teacher’s salary schedule payable in _______installments; unless you are a substitute employee, in which case you will be paid at the rate of __________ per day. If you are being paid from the regular teacher’s salary schedule, your annual salary shall be _____________.

Any placement on the regular teacher’s salary schedule will be based on verified teaching experience, degrees and graduate units earned. Letters of verification of experience and official transcripts of college credits must be furnished by you within forty-five (45) days from the beginning of the school term.

Your job title is ________________________________

Your job is full-time______, part-time______, other_________________________

You are to report for your first day of service at _________ a.m. on _________ at _____________________________.

Your status is (check one)

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<th>________</th>
<th>Permanent (Part-time)</th>
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<tbody>
<tr>
<td>Probationary (Full-time)</td>
<td>________</td>
<td>Probationary (Part-time)</td>
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</tbody>
</table>

Temporary - You are employed to perform services in a categorically funded project (or to replace a regular teacher who is performing services in a categorically funded project) which is not required by federal or state statute pursuant to and under the terms and conditions of Education Code section 44909. The specific project and the anticipated length of time for which you are being employed are: _____________________________.

Temporary - You are employed pursuant to Education Code section 44919(1) to serve from day to day during the first three (3) months of the school term or for not more than four (4) school months to teach in special adult or migratory population schools. The anticipated length of time for which you are being employed is _____________________________.

Temporary - You are employed pursuant to Education Code section 44919(b) to serve in a limited assignment supervising athletic activities of pupils. The anticipated length of time for which you are being employed is _____________________________.

Temporary - You are employed pursuant to Education Code section 44919(c), for a period not to exceed twenty (20) working days. The anticipated length of time for which you are being employed is _____________________________.

Temporary - Your employment is based on the need for additional certified employees because a certificated employee has been granted leave for a semester or year, or is experiencing long term illness, pursuant to Education Code section 44920. The anticipated length of time for which you are employed is _____________________________.

Temporary - You are being employed as a teacher of classes for adults pursuant to Education Code section 44929.25 for not more than 60 percent of the hours per week considered a full-time assignment. The anticipated number of hours per week for your assignment is _____________________________.

Temporary - You are employed pursuant to Education Code section 44921 for the first semester only.

Substitute - You are employed pursuant to Education Code section 44917. The anticipated length of time for which you are being employed is _____________________________.

Substitute - You are employed pursuant to Education Code sections 45030 and the seventh paragraph of Education Code section 44918 to serve in an on-call status to replace absent regular employees on a day-to-day basis.

The anticipated length of employment, if specified above, is not to be construed as a promise or agreement of employment for a particular length of time. Please signify your acceptance and notify the District of your intention to be employed by the District prior to July 1, 20____. To do so, sign this Notice, and then return it to 1620 Huntington Drive, Duarte, California 91010. You may keep the other enclosed copy for your records. If you fail to signify your acceptance within the specified period of time you shall be deemed to have declined the employment. A copy of Education Code section 44842 is attached hereto for your information if you are a permanent or probationary employee.

If you are new to the District, this offer is expressly conditioned upon your compliance with the District Policy BP 4112.4, 4212.4, and 4312.4 regarding health examinations including tuberculosis every four years and medical examination for first employment in a California School District per Education Code Section 13257.5.

Employees shall notify the District office in writing, 1620 Huntington Drive, Duarte, CA 91010 of any change of mailing address prior to the effective date of such change.

Employees shall comply with and abide by all rules, regulations, policies, negotiated agreements, and procedures approved and established by the District. Employment is subject to the laws of the state of California and to the lawful rules of the State Board of Education and of the Governing Board affecting the terms and conditions of employment, the same as though they had been expressly set forth herein.

DATE: ___________________________ BY: ___________________________

I hereby accept the above offer of employment. I certify that I have not entered into a valid contract of employment with a school district governing board or county superintendent of schools which will in any way conflict with my employment pursuant to this offer. I understand that it is my responsibility to obtain and register any credential required to cover my services before I can be paid for services rendered, although I may contact the District for assistance.

DATE: ___________________________ Signature ___________________________

APPENDIX H

209
SUPPLEMENTAL SALARY SCHEDULE AND REGULATIONS

Unless otherwise specified in the agreement, $47,215.58 shall be used as the base number when computing all supplemental pay positions listed in this agreement. This dollar amount will increase automatically by the same percentage negotiated into any future salary schedule as listed in APPENDIX F of the agreement. **Stipends will be paid in accordance with STRS regulations which may be monthly, at the end of the period of service or one half at the end of each semester.**

<table>
<thead>
<tr>
<th>JOB CLASSIFICATION</th>
<th>Calculated against the regulation amount of $47,215.58</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DISTRICT PROGRAMS</strong></td>
<td>Percentage</td>
</tr>
<tr>
<td>Teachers - GATE (Above position requires prior approval of GATE Coordinator. Hours are in addition to regular work day in Article 8)</td>
<td>001 per hour</td>
</tr>
<tr>
<td>Special Education Program Specialist</td>
<td>12%</td>
</tr>
<tr>
<td>TOSA – Inclusion Specialist</td>
<td>9%</td>
</tr>
<tr>
<td>Leaders in Technology Education (LITE)</td>
<td>3.1%</td>
</tr>
<tr>
<td>Teaching and Learning Coach</td>
<td>5.0%</td>
</tr>
<tr>
<td>Dual Language Teacher</td>
<td>3.5%</td>
</tr>
<tr>
<td>Combination Classroom Teachers</td>
<td>3.5%</td>
</tr>
<tr>
<td>RSP, SDC and APE Teachers</td>
<td>4.5%</td>
</tr>
<tr>
<td>Mt. Olive Teacher</td>
<td>SUSPEND</td>
</tr>
<tr>
<td>Itinerant Teacher (Traveling)</td>
<td>2.5%</td>
</tr>
<tr>
<td>Jr. Olympics District Coordinator (2 max)</td>
<td>2.5%</td>
</tr>
<tr>
<td>District Athletic Coordinator – Middle School Grades</td>
<td>7.6%</td>
</tr>
<tr>
<td>Athletic Coach – Middle School Grades</td>
<td>2.5%</td>
</tr>
<tr>
<td>6th-8th Coordinators/Dept. Chairpersons less than 15 sections/periods</td>
<td>3.1%</td>
</tr>
<tr>
<td>6th-8th Coordinators/Dept. Chairpersons, 16 to 27 periods/sections</td>
<td>4.0%</td>
</tr>
<tr>
<td>6th-8th Coordinators/Dept. Chairpersons, more 28 periods/sections</td>
<td>5.0%</td>
</tr>
<tr>
<td><strong>TK-8th and VALLEY VIEW</strong></td>
<td></td>
</tr>
<tr>
<td>ASB Advisor (1 max per school, except RO – 2 max)</td>
<td>4.0%</td>
</tr>
<tr>
<td>ASB Bookkeeping</td>
<td>3.1%</td>
</tr>
<tr>
<td>School Annual/Yearbook/Newspaper Advisor</td>
<td>3.1%</td>
</tr>
<tr>
<td>Drama/Debate</td>
<td>3.1%</td>
</tr>
<tr>
<td>Chorus Club (afterschool)</td>
<td>3.1%</td>
</tr>
<tr>
<td>School Site Jr. Olympics Coordinator (2 max per school)</td>
<td></td>
</tr>
<tr>
<td>Band (min 2 festivals and 3 concerts)</td>
<td>4.6%</td>
</tr>
<tr>
<td>Choir (min 2 festivals and 3 concerts)</td>
<td>3.1%</td>
</tr>
<tr>
<td>Outdoor Science School, Astro Camp or similar activities capped at no more than 4 per site, except RO, no more than 5</td>
<td></td>
</tr>
<tr>
<td>CJSF/ Scholarship Advisor</td>
<td>3.1%</td>
</tr>
<tr>
<td>PBIS Coach</td>
<td>3.1%</td>
</tr>
<tr>
<td>School Service Club ($2100 per school, except RO $3000 per school) – 6th-8th grade, minimum 3 meetings per month and 6 students</td>
<td></td>
</tr>
</tbody>
</table>

APPENDIX I

210
<table>
<thead>
<tr>
<th>JOB CLASSIFICATION</th>
<th>Calculated against the regulation mount of $47,215.58</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOUNT OLIVE INNOVATIVE</td>
<td>Percentage</td>
</tr>
<tr>
<td>Level 1 club ($2400 per year)</td>
<td>3.1%</td>
</tr>
<tr>
<td>PBIS Coach</td>
<td>3.1%</td>
</tr>
<tr>
<td>Ambassador Coach</td>
<td>3.1%</td>
</tr>
<tr>
<td>ASB Advisor</td>
<td>4.0%</td>
</tr>
<tr>
<td>DUARTE HIGH SCHOOL</td>
<td></td>
</tr>
<tr>
<td>Director of Activities</td>
<td>15.0%</td>
</tr>
<tr>
<td>Director of Athletics</td>
<td>18.0%</td>
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<tr>
<td>Director of Band</td>
<td>15.0%</td>
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<tr>
<td>Chorus</td>
<td>5.6%</td>
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<tr>
<td>Drama</td>
<td>5.6%</td>
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<tr>
<td>Annual/Yearbook/Newspaper</td>
<td>3.1%</td>
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<tr>
<td>Cheer Advisor</td>
<td>7.1%</td>
</tr>
<tr>
<td>Link Crew Advisor</td>
<td>3.1%</td>
</tr>
<tr>
<td>PBIS Coach</td>
<td>3.1%</td>
</tr>
<tr>
<td>Level 1 club</td>
<td></td>
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<tr>
<td>Senior Class Advisor</td>
<td></td>
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<tr>
<td>Coordinators/Dept. Chairpersons less than 15 sections/periods</td>
<td>3.1%</td>
</tr>
<tr>
<td>Coordinators/Dept. Chairpersons, 16 to 27 periods/sections</td>
<td>4.0%</td>
</tr>
<tr>
<td>Coordinators/Dept. Chairpersons, more 28 periods/sections</td>
<td>5.0%</td>
</tr>
</tbody>
</table>

| ATHLETIC STIPENDS – DUARTE HIGH SCHOOL |  |
| Tier I—10.0% |  |
| Head Varsity Football Coach |  |
| Tier II—8.3% stipend |  |
| Head Varsity coaches for the following sports: |  |
| Boys Basketball |  |
| Girls Basketball |  |
| Baseball |  |
| Softball |  |
| Boys Soccer |  |
| Girls Soccer |  |
| Volleyball |  |
| Athletic Trainer |  |
| Cheer |  |
| Tier III—7.0% stipend |  |
| All other Varsity head coaches for sports not listed above |  |
| Varsity Football Coordinators (2 max) |  |
| Tier IV—6.5% stipend |  |
| All JV and Freshman Head Coaches |  |

**APPENDIX I**

211
Tier V—5.1% stipend
All Assistant Coaches

The Athletic Director and Principal shall meet and establish a procedure and the amount paid to coaches of those teams reaching the playoffs. The total maximum dollar amount allocated for this program is $2,500.

Individual stipends may be split to add additional coaches so long as the combined stipends do not go over the allocated stipend amount.

**SPECIAL ASSIGNMENTS**

| Assignment                                                                 | Stipend Amount                                       |
|pects                                                                 | .001 per hour of Step 1 of the Unit Member’s appropriate salary column on the base salary schedule |
| Summer Workshops                                                          | A maximum of $7,500 available.                       |
| Unit members who have agreed to participate in District sponsored/approved training or inservice workshops on non-service work days/hours | .001 of the base amount used for computing stipends |
| Saturday School Supervision                                               | .001 of the base amount used for computing stipends |

**APPENDIX I**

212
SUPPLEMENTAL SALARY SCHEDULE AND REGULATIONS
NON-ATHLETIC STIPENDS-DUARTE HIGH SCHOOL

The following procedures will be used to compute Non-Athletic Stipends that are not otherwise addressed in APPENDIX I. It is understood that the total stipend amount to be shared is 32.4% of $47,215.58. Just as for all other stipends, the base amount of $47,215.58 will increase automatically by the same percentage negotiated into any future salary schedule as listed in APPENDIX F of the agreement.

The Association will obtain a list of all authorized ASB clubs and organizations at Duarte High School by October 15 of each school year. Note: The advisor of any ASB club or organization approved after October 15 will not receive supplementary pay in that school year.

Each organization shall be categorized as a level 1, 2, or 3 in accordance with the number of hours outside of class time devoted to the activity. The committee responsible for determining the appropriate category will be comprised of Association members, the majority of whom are Duarte High School faculty. Prior to the committee taking action, the principal of Duarte High School or designee will review and approve the final list of organizations and advisors for the current school year.

Each advisor if a district employee, shall receive 1 unit of compensation commensurate with the category level placement (i.e. category 1 equals 1 unit, category 2 equals 2 units, and category 3 equals 3 units.) The committee will total the number of units represented by the approved clubs and organizations. This number of units will then be divided into the total stipend amount to determine the value of each unit and the total compensation.

Each association member entitled to a stipend will sign and complete the “Supplemental Pay Contract.” This contract will be sent to the personnel office to be presented to the Board of Education for approval.

APPENDIX I

213
## DUARTE UNIFIED SCHOOL DISTRICT

### COMEPENSATORY TIME SHEETS

<table>
<thead>
<tr>
<th>DATE</th>
<th>FUNCTION OR EVENT</th>
<th>ADMIN. INITIAL</th>
<th>TIME EARNED</th>
<th>TIME USED</th>
<th>BALANCE</th>
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</tbody>
</table>

**APPENDIX J**
DUARTE UNIFIED SCHOOL DISTRICT
FRINGE BENEFIT PROGRAMS

MEDICAL
Blue Shield – HMO
Blue Shield Net Value – HMO
Kaiser – HMO
PERS Select – PPO
PERS Choice – PPO
PERS Care – PPO
Anthem HMO - Select
Anthem HMO – Traditional
Health Net Salud y Mas
Health Net SmartCare
United Healthcare

DENTAL
Delta Dental PPO
Delta Care Dental HMO

VISION
VSP Vision

LIFE INSURANCE
Voya/Reliastar Life Insurance Company
New York Life Insurance Company
American Fidelity Assurance

TAX SHELTERED ANNUITIES
Approved list available at
Schools First federal Credit Union

SUPPLEMENTAL CANCER INSURANCE
Monumental General Life
American Fidelity Assurance

MISCELLANEOUS PROTECTION PLANS (employee contribution only)
Provident Life & Accident Insurance (DUEA members only)
Provident Life & Accident Insurance (Income Protection) (DUEA members only)
Insurance Company of North America (CSEA members only)
American Fidelity Assurance Company (Income Protection)

*The listing of the medical plans does not mean that the District has guaranteed the availability of these plans. Availability and insurance plan offerings are within the control of PERS.

APPENDIX K

215
IRREVOCABLE DONATION

OF

ELIGIBLE LEAVE CREDITS

I elect to donate _______________ hours of my accumulated sick leave (minimum of 7 hours/1 day)

leave to ____________________________________________

(print employee’s name)

I UNDERSTAND AND AGREE THAT MY DONATION IS IRREVOCABLE

(please print name) ____________________________________________

Signature __________________ Date ______________
DUARTE UNIFIED SCHOOL DISTRICT FORM A
Goldberg Legislation
Notice of Possible Reassignment to Alternate Year Evaluation Cycle

(This form must be completed by the administrator by the last day of the first semester if you may be returned to an alternate year evaluation cycle, either in the middle of or at the completion of the five year cycle)

DATE:__________________________________ DEADLINE:___________________

TO:________________________________________
Certificated Employee

FROM:_____________________________________________________________________
Supervisor

SUBJECT: Notice of Possible Reassignment to Alternate Year Evaluation Cycle
and End of Each Five Years Evaluation Cycle

Please be aware you may be returned to an alternate (every other year) Evaluation Cycle. You will be notified on or before May 15, ______ if this change will occur.

________________________________________________________________________________
Signature of Supervisor

Filed in triplicate - White, Supervisor; Yellow, Employee; Pink, Human Resources

-----------------------------------------------------------------------------------------------------------------------------

DUARTE UNIFIED SCHOOL DISTRICT FORM B
Goldberg Legislation
Notice of Reassignment to Alternate Year Evaluation from Supervisor

(This form must be completed by May 15 by the administrator to return you to alternate year evaluation)

DATE:_____________________________________{on or before May 15th}

TO:________________________________________
Certificated Employee

FROM:_____________________________________________________________________
Supervisor

SUBJECT: Request to Return to Alternate Year Evaluation Cycle

This is to notify you that you will return to an Alternate Year Evaluation Cycle in the _______ school year.

________________________________________________________________________________
Signature of Supervisor

DATE:_____________________________________{on or before May 15th}

Filed in triplicate: White, Employee; Yellow, Supervisor; Pink, Human Resources

APPENDIX M-1
As a teacher with more than ten years of service and a satisfactory evaluation during your last evaluation cycle, we (the certificated teacher and the principal) can mutually agree to postpone the evaluation until ______________________ school year.

Both parties understand that either party may unilaterally rescind this agreement at any time in accordance with the procedures in the Collective Bargaining Agreement. In the event this agreement is rescinded, the certificated unit member will be placed in the “regular” (every other year) cycle for evaluation.

By signing this agreement both parties agree to postpone the unit member’s next evaluation until the ______________________ school year.

I, ______________________(Certificated Employee) and ______________________ (principal) agree to postpone the next evaluation until the ______________________ school year.

This agreement is signed by:

_____________________________  ____________________
(Certificated Employee)        (Date)

_____________________________  ____________________
(Evaluator)                   (Date)

APPENDIX M-2

218
DUARTE UNIFIED SCHOOL DISTRICT
NOTICE OF REASSIGNMENT TO REGULAR (2 YEAR)
EVALUATION CYCLE

TO:

FROM:

DATE:

SUBJECT: Return to “Regular” Two Year Evaluation Cycle

This memo is to serve as notification to you that you will return to the “regular” (every other year) evaluation cycle at the end of your current Goldberg evaluation cycle. Your next evaluation will be in the _______________ school year.

Signature:___________________ Date:______________
(Evaluator)