

# **AGREEMENT**

Saugus Teachers Association

and

Saugus Union School District

In Effect

July 1, 2018 through June 30, 2021

# **Saugus Teachers Association**

26111 Bouquet Canyon Road H-5 Santa Clarita, California 91350 (661) 255-0311

# **Saugus Union School District**

24930 Avenue Stanford Santa Clarita, California 91355 (661) 294-5300

Saugus Union School District An Equal Opportunity Employer

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SAUGUS UNION SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91355

SAUGUS UNION SCHOOL DISTRICT and SAUGUS TEACHERS ASSOCIATION WITNESSETH:

1	ARTICLE 1							
2 3 4 5 6 7 8	1.0	Agreement  This is a bilateral and binding agreement retroactively effective as of the first day of July, 1, 2015, between the Saugus Teachers Association (hereafter referred to as the Association)/CTA/NEA and Saugus Union School District (hereafter referred to as the District) and all rules, regulations, and practices of the Board will be consistent with the terms of this agreement.						
1		ARTICLE 2						
2 3 4 5	2.0	Exclusive Representation  The District confirms its recognition of the Association as the exclusive representative for this bargaining unit recognized by the District by its motion dated June 23, 1976.						
1		ARTICLE 3						
2 3 4 5	3.0	Non-Discrimination  The District shall comply with federal and state laws which prohibit discrimination because of race, color, national origin, religion, sex, sexual preference, age, handicap, disability, marital status, economic status, political affiliation, domicile, membership in						
6 7 8 9 10	3.1	an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement.  Inquiries or complaints regarding discrimination are to be addressed to the Assistant Superintendent of Human Resources or designee in compliance with School Board Policy 4030, "Nondiscrimination in Employment."						
11 12 13 14 15	3.2	Sexual Harassment The District shall comply with federal and state law, which prohibits sexual harassment in the workplace. School Board Policy 4119.11 declares the intent of the district to act promptly, visibly, and vigorously to eliminate all forms of sexual harassment in the workplace.						
16 17 18	3.3	Consultation  "Consultation" means that prior to adopting or changing policy the District will consult with the Association on topics of interest such as:						

19 The definition of educational objectives 20 The determination of content of courses and curriculum 21 The methods and materials used for assessment 22 The selection of textbooks and materials 23 The establishment of goals for district staff development 24 The direction of new or existing programs 25 The policies regarding master or training teachers The requirements for physical examinations 26 27 The job description or duties of Bargaining Unit Members 28 Class size, structure, and ratio 29 Site-based Management and restructuring 30 3.4 The Association and the District agree that it is in the best interest of the District to 31 cooperatively engage in exploration of the most current educational reform proposals. 32 Consultation process for the District will be defined as: An open invitation to all 33 bargaining members to participate in an open forum to discuss topics of interest. Topics 34 may be suggested by the District or other interested parties. 35 In recognition that educational reform or restructuring may require collective bargaining 3.5 36 flexibility, the Association and the District will establish guidelines to assist in the 37 implementation of a joint commitment to reform. All agreements to modify, amend or 38 otherwise change contract provisions will be subject to the bargaining process. **ARTICLE 4** 1 2 **Negotiation Procedure** 3 4.0 No later than March 1, 2018, either party may notify the other party of its intent to 4 terminate, amend or modify this Agreement. 5 4.1 Negotiations will take place at mutually agreeable times and places provided that 6 meetings will be held within five (5) days from receipt of a written request. Either party may utilize the services of outside consultants to assist in the negotiations. 7 4.2 8 The Association and the Board may discharge their respective duties by means of 4.3 9 authorized officers, individuals, representatives or committees. 10 The Association will designate representatives who will receive a sufficient number of 4.4 11 hours per week, but in no event less than 60 hours of release time per school year without 12 loss of compensation to prepare for and attend negotiations and impasse proceedings. 13 The Association will determine the division of the hours among its representatives. In 14 the event the Association representatives do not need the release time to prepare or 15 negotiate, it will not be used. 16 The Board will furnish the Association with two copies of all county and state required 4.5 17 reports as soon as they are transmitted to the county or state, and copies of all budgetary 18 and other information it produces that the Association deems necessary to fulfill its role 19 as the exclusive bargaining representative as soon as it becomes available. 20 Not later than October 15, the Board will furnish the Association with the placement of 4.6

personnel on the respective salary schedule as of October 1.

1		ARTICLE 5								
2 3 4	5.0	Openers and Reopeners  In addition to salary, benefits, and calendar, the Association and the District agree to meet and confer as needed at mutually agreeable times.								
1		ARTICLE 6								
2 3	6.0	Association Rights  The Association and its members will have the right to make use of school equipment								
4 5 6		buildings and facilities for official Association business when not otherwise in use. Any accrued expenses will be paid by the Association. The District has the right to rescind such agreement during a work stoppage.								
7 8 9 10 11	6.1	The Association will have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which will be provided in each school building in areas frequented by bargaining unit members. The Association may use all District mail service and bargaining unit member mailboxes for communications to unit members.								
12 13 14	6.2	Authorized representatives of the Association will be permitted to transact official Association business on school property at all times they are not required to be performing professional duties.								
15 16 17 18	6.3	Names, addresses and telephone numbers of all District bargaining unit members will be provided without cost to the Association no later than October 15 of each school year Individual bargaining unit members may request, in writing, that their addresses and telephone numbers not be included.								
19 20 21 22 23 24 25 26 27 28 29	6.4	Association Leave  The Association will be granted twenty (20) days of leave of absence per school year to distribute among its representatives for local, state or national conferences or for conducting Association business. The Association may take an additional ten (10) days of leave, however, in such case the Association will reimburse the District for cost of a day-to-day substitute, at the prevailing daily rate, for each additional Association leave day which is utilized. The Association will reimburse the District for one-half of all costs associated for the release of the STA President each year. Release time will be provided through the use of substitute teachers at the prevailing daily rate. The release time will not exceed the equivalent of sixty (60) full substitute days. The District will make a good faith effort to assign the same substitute teacher as requested by the STA President.								
30 31	6.5	At least two (2) days prior to the utilization of any Association leave day, the Association president will notify the Human Resources Department of such utilization.								
32 33	6.6	No bargaining unit member taking leave under this section may use more than five (5) consecutive days at a time								
34 35	6.7	Nothing contained in this section will be interpreted to mean that Association leave is to be used for purposes of negotiation or grievance processing.								

#### 36 **Management Rights**

- 37 6.8 The Association understands and agrees that consistent with the laws of the State of 38 California, the rights, powers, prerogatives, and authority to manage, control, and direct 39 the operations and affairs of the District are reserved exclusively to the District and the 40 Board of Trustees, except as specifically limited, or modified by this Agreement or as 41 otherwise provided by the parties.
- It is not the intention of the parties in setting forth the above-mentioned rights of 6.9 43 management to detract or diminish in any way the rights of the Association or of unit 44 members as expressly set forth elsewhere in this Agreement. It is the Parties' intention that the clear and explicit provisions of the other articles of this Agreement constitute the 46 only contractual limitations upon the District's rights.
- 47 All other rights of management, not expressly limited by the language of this Agreement, 6.10 48 are also expressly reserved to the District, even though not numerated above. 49 exercise of any right reserved to the District herein in the particular manner, or the non-50 exercise of any such right, shall not be deemed a waiver of the District's right or preclude 51 the District from exercising the right in a different manner.
- 52 6.11 If there is a direct conflict between the rights set forth in this article and the provisions of 53 another article of this Agreement, the language of the latter shall prevail.

#### 1 ARTICLE 7

#### 2 **Grievance Procedure**

- 7.0 The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- Nothing in the formal grievance procedure will preclude a bargaining unit member from 7.1 scheduling an informal conference with his/her supervisor, the Superintendent or designee, or communicating in writing with the Board of Trustees if the unit member has a problem or complaint. The bargaining unit member may be accompanied by a representative of the Association if the unit member so chooses.
- 13 7.2 Grievance is defined as a written complaint by a bargaining unit member, a group of 14 bargaining unit members or the Association that there has been a violation or 15 misinterpretation of this Agreement. Days is defined as any day on which the central 16 administrative offices of the District are open for business. It is the intent of the parties to 17 equitably resolve grievances at the lowest possible level.

#### 7.3 Procedure:

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- Step I: Within twenty (20) days following knowledge of the act or condition which is the basis for the grievance, a bargaining unit member, a group of unit members, or the Association may file a grievance in writing with the appropriate immediate supervisor. An informal meeting may be held between the grievant and supervisor before the formal process begins. Within ten (10) days of the date the grievance is filed, the supervisor will communicate his/her decision to the grievant in writing.
- 25 If no response has been received or the grievant is not satisfied with the 26 decision at Step I, he/she may appeal in writing to the Superintendent or designee within

27 ten (10) days following the last date for response from Step I. The Superintendent or 28 designee will, within ten (10) days from receipt of the appeal, respond to the grievant in 29 writing.

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Step III: If no response has been received or the grievant is not satisfied with the decision at Step II, he/she may request in writing that the Association submit his/her grievance to arbitration within ten (10) days following the last date for response from

Within ten (10) days following receipt of such request, the Association may notify the Superintendent or designee in writing that the grievance is being submitted to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties may attempt to choose a mutually satisfactory arbitrator. If, however, the parties cannot agree upon the choice of an arbitrator within ten (10) days, they will file a request with the California Conciliation and Mediation Service to receive a list of five (5) names of people who are willing to serve as arbitrator. The parties will then each alternately strike one name from the list until one name remains.

- The order of striking will be determined by lot. The grievance will then be submitted to 7.4 the arbitrator. The submitted documents will state the issue(s) and propose a remedy. The arbitrator's decision will be in writing and will set forth the findings of fact and conclusions of law. The arbitrator will be without power or authority to recommend any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award, such financial reimbursement as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent or designee and the Association and be final and binding upon the parties.
- 51 Miscellaneous - No reprisals of any kind will be taken by the Superintendent or designee 7.5 52 or by any member or representative of the administration or the Board against any 53 bargaining unit member, any party in interest, any member of the Association or any 54 other participant in the grievance procedure by reason of such participation.
- 55 A bargaining unit member may be represented at all stages of the grievance procedure, 7.6 prior to arbitration, by himself/herself, his/her designee, or, at his/her option, by a representative selected by the Association. The Association will be entitled to represent 57 58 any grievant at the arbitration level. If a bargaining unit member is not represented by the 59 Association or its representative, the Association will have the right to receive a copy of 60 the grievance and any proposed resolution and to state its view before the grievance is 61 resolved at all stages of the grievance procedure.
  - 7.7 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved bargaining unit member will submit such grievance in writing to the Superintendent or designee and the Association directly and the processing of such grievance will be commenced at Step II. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved bargaining unit member does not wish to do so.
- 68 7.8 When it is necessary for a representative designated by the Association to investigate a 69 grievance or attend a grievance meeting or hearing during the day, he/she will, upon 70 notice to his/her principal or immediate supervisor by the president of the Association or 71 designee, be released without loss of pay in order to permit participation in the foregoing 72 activities. Any bargaining unit member who is requested to appear in such investigation, 73 meetings or hearings as a witness will be accorded the same right.

- 74 7.9 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will be maintained in the Human Resources office. No grievance records will be kept in the personnel file of a bargaining unit member.
- 78 7.10 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, will be prepared jointly by the Superintendent or designee and the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms will be borne equally by both parties.
  - 7.11 All costs of the services of the arbitrator, including per diem expense, travel and subsistence, will be borne equally by both parties.

# **ARTICLE 8**

Personnel Files
Any person or persons who draft and/or place n

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- 8.0 Any person or persons who draft and/or place materials in a bargaining unit member's personnel file will sign the material and signify the date on which such material was drafted and placed in the file.
- The disposition of material in a bargaining unit member's personnel file is to be governed by the provisions of Education Code Section 44031 which states:
- 8 8.2 Materials in personnel files of bargaining unit members which may serve as a basis for affecting the status of their employment are to be made available for the inspection by the person involved.
- Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- Every bargaining unit member will have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render service to the employing district.

  Information of a derogatory nature, except material mentioned in the second paragraph of
  - 8.5 Information of a derogatory nature, except material mentioned in the second paragraph of this section, will not be entered or filed in the personnel file unless and until the bargaining unit member is given notice and an opportunity to review and comment thereon. Such material will be added in a timely fashion. A bargaining unit member will have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review will take place during normal business hours, and the bargaining unit member will be released from duty for this purpose without salary reduction.
- The Superintendent, or a designated confidential representative, will be responsible for maintaining a log attached to each personnel file which indicates access to the file. The log will include the specific reason the file was accessed, the date of access, and the signature of the person accessing the file.
- Upon written authorization by the bargaining unit member, a representative of the Association will be permitted to examine and/or obtain copies of materials in such unit member's personnel file.
- 32 **8.8** Access to personnel files will be limited to the members of the District administration on a need-to-know basis. Board of Trustees members may request the review of a

- 34 bargaining unit member's file at a personnel session of the entire Board of Trustees. The 35 contents of all personnel files will be kept in the strictest confidence.
- 36 The District will maintain the bargaining unit member's personnel file at the District 8.9 37 central office. A bargaining unit member's file kept by their immediate supervisor will 38 be accessible to the bargaining unit member or Association representative. Copies of such 39 documents will be made available upon request. Upon the transfer of a unit member to 40 another site, all supervisor's files will be forwarded to the Assistant Superintendent of 41 Human Resources for review and disposition.

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Four years following a signed, written, proven public complaint against a bargaining unit 8.10 member, at the request of the unit member, all copies of the material relative to the complaint will be placed in a sealed envelope inside the personnel file.

#### **Complaints From the Public**

- Any signed written complaint about a bargaining unit member will be reported within 8.11 five (5) working days to the unit member by the administrator receiving the complaint. If the complaint is to be placed in the unit member's personnel file, an investigation will be completed within thirty (30) days.
- Should the involved bargaining unit member believe that the allegations in the complaint 8.12 are sufficiently serious to warrant a meeting, the immediate supervisor will schedule a meeting with the unit member and the complainant. At the request of the bargaining unit member, an Association representative may be present at the meeting. If the complainant does not appear at the meeting and does not have a reasonable excuse, the complaint is dismissed.
- 8.13 Any unsubstantiated complaint will not be placed in the bargaining unit member's personnel file. The Board will not dismiss or refuse to re-employ a bargaining unit member on the basis of unsubstantiated allegations.
- Administrators have the responsibility to review parental complaints with bargaining unit 8.14 members within the framework of meeting the needs of students, parents and unit members. They have the obligation to support bargaining unit members when charges are unfounded, to help the communication process when misunderstandings occur and to help correct problems which are referred.

### ARTICLE 9

# **Professional Dues and Payroll Deductions**

- 2 3 9.0 Any bargaining unit member who is a member of the Association, or who has applied for 4 membership, may sign and deliver to the Board an assignment authorizing deduction of 5 unified member dues, initiation fees and general assessments assessed by the Association. 6 Such authorization will continue in effect from year-to-year and may not be revoked. 7 Pursuant to such authorization, the District will deduct one-tenth of such dues from the 8 regular salary check of the bargaining unit member each month for ten (10) months. 9 Deductions for bargaining unit members who sign such authorization after the 10 commencement of the school year will be prorated to complete payments by the end of 11 the school year.
- 12 9.1 Any bargaining unit member, within thirty (30) days from the date of commencement of 13 assigned duties, will become a member of STA/CTA/NEA, or pay to the Association a 14 fee in an amount equal to unified membership dues, initiation fees and general

assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues. However, the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 9.0. In the event that a bargaining unit member will not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in paragraph 9.0 the Association will so inform the District, and the District will immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 9.0. There will be no charge to the Association for such mandatory agency fee deductions.

- 9.2 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations will not be required to join or financially support STA/CTA/NEA as a condition of employment; except that such unit member will pay, in lieu of a service fee, sums equal to such service fee to one of the non-religious, non-labor organization charitable funds exempt from taxation under section 501 (c)(3) of Title 26 of the Internal Revenue Code. Such payment will be made on or before October 1, of each school year.
- Proof of payment and a written statement of objection to joining or to financially supporting employee organizations will be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of paragraphs two (2) and three (3) above. Proof of payment will be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof will be presented on or before October 1 of each school year.
- With respect to all sums deducted by the District pursuant to paragraphs 9.0 and 9.1 whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

### **Hold Harmless Clause**

- A. 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 Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of the Agreement or their implementation.
- B. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Paragraph A (above) shall or shall not be compromised, resisted, defended, tried or appealed.

1	ARTICLE 10									
2 3 4 5	Teacher Orientation  10.0 During the district-wide returning teacher orientation day, time will be made available the Association for a presentation. The Association president and/or designee(s) will given sufficient release time to make the presentation at the orientation meeting.									
1		ARTICLE 11								
2 3	11.0	Teaching Hours All schools will be standardized according to the following schedule:								
4 5 6 7		Instructional minutes: Regular Instructional Days (Includes minutes per Article 11.15): Grades TK – 2: 294 minutes per day Grades 3-6: 344 minutes per day								
8 9		Minimum Days: All Grades: 240 minutes per day								
10 11		Upper Grade Parent/Teacher Conference Days: Grades 3-6: 294 minutes per day								
12 13		Collaborative Instructional Planning Wednesdays (See Article 11.15): All Grades: 274 minutes per day								
14 15 16 17 18 19	11.1	"Learning to Teach" Support Provider Selection Committee The "Learning to Teach" Selection Committee will be comprised of three (3) bargaining unit members and two administrators. The Association will provide the names of the three (3) bargaining unit members to the Superintendent or designee by October 15 of each year. The Superintendent or designee will provide the names of two administrators to the Association by October 15 of each year.								
20 21 22 23	11.2	The committee selected will serve for one school year. If a committee vacancy should occur during the year, a bargaining unit member vacancy will be replaced by the association and an administrator vacancy will be replaced by the Superintendent or designee								
24 25 26 27 28 29 30 31 32	11.3	Minimum Days  All minimum days will be standardized to 240 minutes for grades Kindergarten through Sixth Grade. This time will be measured from the time students are expected to enter the classroom until they are dismissed. If a site is granted more than eight minimum days during a school year by the Board, the 15 minute recess will be excluded from the 240 minute minimum day schedule. Scheduling and utilization of minimum days will be determined by consensus of the principal and the total teaching staff at each site. Bargaining unit members will be required to be in attendance until regular dismissal time unless released by site administrator.								

## **Parent Conference Requirements**

34 11.4 Teachers accept the professional responsibility for parent conferences. Teachers will 35 make their own conference schedules and submit a copy to the principal or designee. 36 Group scheduling and faculty consensus is highly encouraged.

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- A. During parent conference week, grades 3-6 will be released at primary dismissal time during the non-designated parent conference days.
- B. If a teacher has conferenced with a parent within two (2) weeks of the districtscheduled conference, an additional conference will not be required on the designated conference day.
- C. Optional Spring Conference Parents of 4-6 grade students who have earned all A's and B's, or K-3 students who are exceeding standards may opt out of the spring parent conference.

# **Meetings and Required Activities**

- 11.5 The Association and the District recognize that site-based decision making, in which employees at individual schools are given increased responsibility for making decisions, may improve effective professional practice and the educational process.
- Attendance at up to twenty-two (22) faculty meetings per school year for purposes of 11.6 conducting school business may be required by the school principal. Individual school sites are encouraged to work collaboratively in implementing ways to run efficient staff meetings of reasonable length. Site Administrators will make efforts not to schedule staff meetings the week of Back to School Night and Open House (unless Back to School Night is scheduled the first week of school). In the spirit of efficiency, unit members will be responsible for completing mandated online safety training as part of their professional responsibilities. Agendas may be collaboratively developed by the site administrator and the site leadership team. Individual school sites are also encouraged to hold grade-level meetings for the purpose of conducting grade-level specific business. These meetings may be held during regular staff meeting time. Bargaining unit members will be permitted to place items on the agenda. The Association and standing committees will be standard agenda items.
- Bargaining unit members may be required to attend Back-to-School, Open House, and 62 11.7 one additional event that meets the needs of the site. Reasonable efforts will be made to 64 collaboratively determine all regular night meetings by the end of the first month. Unit 65 members at more than one site will determine night meeting attendance with the site(s) 66 administrator. Attendance at other meetings and activities is to be encouraged.
- 67 11.8 Tuesdays will be reserved by bargaining unit members for faculty meetings unless 68 excused by the administrator.
- 69 Wednesdays will be reserved for Association activities. Association meetings will be 11.9 70 posted on the District Master Calendar. Administrators may schedule meetings on 71 Wednesdays as long as they do not conflict with Association activities.
- 72 No bargaining unit member will be required to attend an in-service training session 11.10 73 without 24-hours notice in order that suitable substitute plans may be prepared.
- 74 All bargaining unit members will be given equal opportunity to attend district in-services. 11.11

75 **Work Year** 

76 The number of work days for returning bargaining unit members will be 186. The 11.12 77 number of work days for new bargaining unit members will be 188. The calendar of 78 bargaining unit member work days for all plans will be negotiated annually. This includes

three staff development days which have been added to the calendar as long as state funding is provided.

11.13 New bargaining unit members will report to their assignments for four (4) days of service prior to the start of instruction. Returning bargaining unit members will report to their assignments for two (2) days of service prior to the start of instruction. One and a half (1.5) days will be meeting free. Teachers in attendance at New Teacher Orientation will be paid at the District's lowest substitute rate of pay.

### **Upper Grade Money**

11.14 The district will provide an allotment of money to all teachers whose class size is 28:1 or more as of October 1 of each calendar year and to all full time Special Education bargaining unit members if the calendar is agreed on by January 31 of the preceding year. Teachers whose class size increase from below 28:1 to 28:1 or more as of February 1 each calendar year shall also be eligible for upper grade money. Unit members shall utilize all upper grade monies during the present school year. Monies must be spent by April 1 each year. All unused funds will be swept June 30 each year, and cannot be carried over from year-to-year. The allotment shall be equal to the number of sites times \$4,000. Utilization of the money shall be determined at each site as mutually agreed to by the teachers at the site and the principal.

# **Collaborative Instructional Planning**

- 11.15 Every regular Wednesday, all students will be released 70 minutes prior to the regular upper grade dismissal time to accommodate Collaborative Instructional Planning.
  - o All grades shall "bank" the equivalent of 20 instructional minutes/week
  - o Instructional minutes for Grades 3-6 shall be reduced by the equivalent of 50 minutes/week

Collaborative Instructional Planning will be Teacher directed (i.e., grade-level teams) twenty-three (23) of the Wednesdays and Principal directed thirteen (13) of the Wednesdays. In the event there are less than thirty-six (36) Wednesdays, at least thirteen (13) will be Principal directed. In order to maintain clear lines of communication, at the end of each Collaborative Instructional Planning Wednesday a Collaborative Instructional Planning (CIP) Data Sheet will be completed and submitted to the site administrator by each collaborative team.

Each Bargaining Unit Member will be assigned three (3) days of full day substitutes (if required for their position) for the purpose of collaborative grade level instructional planning release time with the following conditions:

- A maximum of 20 substitutes per day will be allocated for the collaborative grade level instructional planning release time.
- A calendar will be developed by SUSD no later than the first day teachers are required to return to school.
- If a substitute is not available to cover a unit member's assignment on the scheduled day for collaborative grade level instructional planning release time the unit member will be required to cover their regular assignment. Administration will not cover the assignment or place the students into another unit member's classroom. The unit members will work with his/her administrator to ensure that make-up release time is scheduled as soon as possible.

• At the end of each collaborative grade level instructional planning release time the unit members will complete and submit one Collaborative Instructional Planning (CIP) Data Sheet per grade level to their site administrator.

- If a unit member is absent on the day that collaborative grade level instructional planning release time is scheduled, the unit member shall report his/her absence and have the appropriate leave reason deducted from their leave balances and the unit member will not be able to reschedule collaborative grade level instructional planning release time.
- Teachers with split grade level classes may voluntarily choose to be released for an additional three (3) days, but must inform the Principal within two (2) weeks of the first day of school or formation of the split class.

Collaborative Instructional Planning will be time that teachers meet with grade level or cross grade level colleagues at an SUSD facility. Examples include activities such as: designing lessons, performance-based activities, assessments, analyzing student assessment data, evaluating student performance, planning data-driven intervention activities, or other activities agreed upon between the principal and grade level teams at the school site.

The twenty-three (23) Wednesday early release days that are allocated as teacher directed collaborative instructional planning time shall be utilized for teacher directed collaborative instructional planning. However, there may be times when individual planning time is necessary. In those circumstances, individual planning time shall be used for the purposes of planning lessons, writing lesson plans, grading student work, analyzing student achievement data, preparing instructional materials, preparing classroom activities, creating/modifying the classroom environment, and other activities directly related to their work assignment. Wednesday individual planning time is considered a professional day and unit members will not leave their sites prior to the regular dismissal time for the upper grade students.

#### **Duty Free Lunch**

11.16 Every bargaining unit member will be entitled to one duty-free uninterrupted lunch period each day. Supervision of the children may be required during inclement weather. The lunch period will be equivalent to the student lunch period. In no case will there be less than a thirty (30) minute lunch period.

#### **Supervision-Free Day**

15.7 The District will provide all bargaining unit members a playground supervision-free day.

Except for emergency situations, as reasonably determined by the site administrator,

bargaining unit members will not be required to do playground duty. The District
reserves the right to assign duty to bargaining unit member(s) if the site administrator
determines that an unforeseen circumstance requires such supervision. At the end of the
school day, teachers will safely walk their students to a designated location.

#### **Recess and Lunch Schedules**

164 11.18 The length and schedules of recess will be determined by consensus of the principal and the total teaching staff.

#### **Multitrack Year Round Education**

11.19 In the event that the Saugus Union School District Board of Trustees adopts a Multitrack Year Round Education program for one or more school sites, the Association reserves the right to negotiate all terms and conditions which affect unit members. Bargaining will be initiated immediately irrespective of previously established limits of issues to be negotiated at that time.

#### **Bargaining Unit Member Personal Property - Use in Classroom**

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Bargaining unit members will be required to secure permission of the building principal for use of personal property in order to be eligible for reimbursement purposes. The bargaining unit member will sign a register listing the property and its monetary value. Personal Items (such as clothing, watches, eyeglasses, hearing aids, etc.) that have been damaged or destroyed in the performance of duties shall be reimbursed by the District to a maximum of five hundred dollars (\$500) per occurrence. Verification of work-related loss shall be made by the Director, Safety & Risk Management or designee. Proof of the loss/damage shall be required. Any money recovered through insurance shall be deducted from the amount due. An employee may make no more than one claim per school year unless otherwise agreed to by the District and the Association. The total amount that may be recovered district-wide pursuant to this article shall not exceed five thousand dollars (\$5,000) per school year. Any amounts unused during the school year may not be carried over to a subsequent school year.

## **Independent Study Contracts (ISCs)**

11.21 The first five (5) to seven days of ISCs that are written; the teacher will receive one (1) hour of extra-duty/extra pay at the negotiated rate. For eight (8) to twelve (12) days for ISCs that are written; the teacher will receive one (1) additional hour of extra-duty/extra pay at the negotiated rate. For days thirteen (13) to fifteen (15) of ISCs that are written; the teacher will receive one (1) additional hour of extra-duty/extra pay at the negotiated rate. ISCs beyond fifteen (15) days shall be fulfilled at the discretion of the teacher. Teachers will receive one (1) additional hour of extra-duty/extra pay at the regular rate for each additional five (5) days.

#### Class Size

11. 22 The parties agree to an alternative annual class-size enrollment in grades Transitional Kindergarten-3 for each school site as authorized by Education Code section 42238.02(d)(3)(B). The grades Transitional Kindergarten (TK) through third (3<sup>rd</sup>) maximum average class-size enrollment shall be 28:1. The District agrees, if financially viable, to make progress toward the 24:1 average class size goal in grades TK-3 at each school site, but the amount of annual progress shall not be tied to the "making annual progress" formula in law (Education Code 42238.02 (d) (3) (B) (i)-(v)). Instead, if economically viable, the District shall decrease the average class size at each school site incrementally each year such that any increase in certificated staffing is fully funded by the increase in the TK-3 funding adjustment to the District's base grant provided under the LCFF. In this manner, the parties intend for the District's efforts to reduce class-size in the TK-3 to be "cost-neutral.

If at any time the District learns that compliance with the foregoing contractual provisions will likely result in penalties which would reduce or eliminate the additional funding grant for TK-3 class size reduction, the parties agree to meet and negotiate to discuss and implement a mutually agreed solution. If the District in fact ceases to receive the additional funding grant for TK-3 CSR, these class size limitations shall be suspended until funding is restored.

213 **ARTICLE 12** 

214 **Shared Contract** Applications for shared positions must be made to the principal of the desired site prior to 215 12.0 February 25. If the principal determines the proposal to be viable, it will be forwarded to 216 217 the Assistant Superintendent of Human Resources no later than March 5. If the Assistant Superintendent of Human Resources determines that the proposal meets the district's 218 219 identified student requirements, it will then be presented to the Board of Trustees for final

220 approval. The Board of Education will review the proposal and notify applicants of 221 approval or denial prior to April 1.

involve two (2) district teachers. The number of job share positions will be limited to one

The term of each job share plan will not exceed one (1) school year. Each plan will

(1) per site unless authorized by the Superintendent or designee.

The base salary costs for implementing the plan will be no greater than the pro-rated 12.2 standard placement on the salary schedule of each of the participants. The total allowance for benefits will not exceed the cost of the maximum benefits package for one full time bargaining unit member. To the extent allowed by law and the insurance carriers, the benefit packages will be prorated for each party, except that employees working less than 50% of a FTE (full-time equivalent) shall earn no Health & Welfare benefits entitlement.

"Shared teaching" refers to two (2) regular permanent teachers sharing one teaching 12.3

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Only regular tenured teachers shall be eligible for shared teaching.

If the request for job sharing is denied and if the affected employee(s) request, the reasons shall be provided. The decision of the Assistant Superintendent of Human Resources shall be final.

Notwithstanding other provisions of this contract, shared teaching participants' wages, benefits, and paid leaves shall be prorated relative to the actual time worked.

For employees working in a minimum of a 50% position, upon completion of the second-consecutive year of a shared contract, provided that 75% or more of the contracted days have been worked in each year, one year of step advancement will be granted.

Upon requests of the two teachers, a job sharing assignment may be renewed provided the two teachers reapply to the principal prior to February 25. In the event the two teachers fail to reapply by the required date or in the event the principal and/or District does not approve the continuation of the shared contract, the teachers shall return to full-time assignments.

If a teacher in a job sharing assignment returns to full-time teaching, he/she will be assigned to his/her current school if a vacancy exists, otherwise the teacher will be assigned to an available position for which he/she is credentialed following the guidelines in Section 14.6.

Responsibilities of the job sharing assignment shall be allocated according to the standard shared contract agreement provided by the District.

Approved shared teaching contracts shall be provided to the association when requested.

For purposes of salary, the work year for each teacher sharing a contract shall be ninety-12.4 three (93) days. In the case of a 50/50 job share, otherwise the work year shall be prorated according to the percent worked. Each teacher will receive full per diem pay for

- 259 any work days that are assigned service days beyond their shared contract agreement.
  260 Participating teachers will receive a pro-rata percent of the allotment of sick leave
  261 provided to full-time teachers.
- If one of the participants is unable to complete the job share contract, the other teacher will be required to work full-time for the balance of the contract year.

# **ARTICLE 13**

### 265 Bereavement Leave

- 13.0 Bargaining unit members may be absent from their duties on account of acute bereavement as defined herein. Acute bereavement will mean bereavement occasioned by death or serious illness where death is imminent of a member of the bargaining unit member's immediate family as identified below. Bereavement leave must be taken within six (6) weeks of the death of the immediate family member. Bereavement leave will be in addition to any accrued sick leave and not deducted from sick leave. The number of days for bereavement afforded by this section will be as follows:
  - (A) Up to five (5) days when acute bereavement involves spouse, mother, father, mother-in-law, father-in-law, child, (including miscarriage and loss due to child birth), stepmother, stepfather, stepchild, legal guardian, or domestic partner of the bargaining unit member.
  - (B) Up to three (3) days (five [5] days if more than 250 miles of travel is required) where acute bereavement involves grandparent, or grandchild of either bargaining unit member, or spouse of the unit member, son-in-law, daughter-in-law, brother or sister of the unit member.
  - (C) One (1) day when acute bereavement involves bargaining unit member's brother-in-law or sister-in-law.
  - (D) One (1) day of bereavement leave will be extended if requested by bargaining unit member to attend funeral of one of his/her students.

#### **Sick Leave**

- 13.1 Every bargaining unit member will be entitled to eleven (11) days paid sick leave each school year. New bargaining unit members beginning at times other than the beginning of the contract year will be prorated on the number of days of sick leave granted. At the beginning of each school year, every bargaining unit member will receive a sick leave allotment credit equal to his or her sick leave entitlement for the school year. A bargaining unit member may use his or her credited sick leave at any time during the school year. If a bargaining unit member is terminated and has used more sick leave days than were earned, the amount used, but not earned, will be deducted from his or her final warrant.
- 13.2 It is imperative that the District be notified through the Automated Substitute System of an absence from the classroom. This notification must be made prior to one hour prior to the start of school. The Automated Substitute System may be notified up to one year in advance of a known absence. Upon calling the Automated Substitute System, you must enter a start date and end date of the absence. The principal may request the bargaining unit member to estimate the number of illness days. In the event no sick days remain, a substitute will be hired for the following day and bargaining unit member's salary reduced by any money necessary to pay the substitute.

- Unused sick leave will accrue from school year to school year. There is no limit to the number of sick days that will be accrued. New bargaining unit members with accumulated sick leave from other California school districts may transfer unused sick leave in accordance with state law within one year from the date of hire.
- 307 **13.4** Accumulated and unused sick leave of certificated bargaining unit members will be counted as service credit for purposes of computing length of service for retirement benefits under the State Teachers Retirement System.
- 310 13.5 The Assistant Superintendent of Human Resources or designee may require a doctor's release prior to returning to work for the following reasons:
  - Worker's compensation case

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• A disability or illness including pregnancy, miscarriage, childbirth

#### **Workers Compensation Leave**

- 315 **13.6** Section 44984 of the Education Code is supplemented as follows:
  - (A) A bargaining unit member will report a personal injury which occurs at school to the site administrator or designee as soon as possible.
  - (B) The total of the bargaining unit member's temporary disability indemnity and the portion of salary due him or her during his or her absence will equal his or her full salary.
  - (C) The benefits provided in this paragraph are in addition to sick leave benefits. The Board will not deduct accumulated sick leave from the sick leave allotment of a bargaining unit member who is absent as the result of an industrial accident or illness.

#### Parental Leave

- 13.7 The Board will provide for leave of absence from duty in accordance with Assembly Bill 2393 for any certificated bargaining unit member of the District who is required to be absent from duties because of adoption, pregnancy, miscarriage, childbirth and recovery therefrom.
- 330 Disabilities caused by or contributed to by pregnancy, miscarriage, childbirth and 13.8 331 recovery therefrom are, for all job related purposes, temporary disabilities and will be 332 treated as such under any health or temporary disability insurance or sick leave plan 333 available in connection with employment by any school district. The length of leave of 334 absence, including the date on which the leave will commence and the date on which the 335 bargaining unit member will resume duties, will be determined by the unit member and 336 the unit member's physician. All written employment policies of the District will be 337 applied to disability due to pregnancy, miscarriage, childbirth and recovery therefrom on 338 the same terms and conditions applied to other temporary disabilities. Any bargaining 339 unit member will have the right to utilize sick leave for absences necessitated by 340 pregnancy, miscarriage, childbirth and recovery therefrom. (See Article 18.17)

### **Family Care and Medical Leave**

- 342 13.9 Provision for Family Care and Medical Leave will be applied in accordance with the Federal Family and Medical Leave Act of 1993 and the California Family and Medical Leave Act of 1994. (See applicable Board Policy and Administrative Regulations).
- 345 **13.10** The Saugus Union School District Board of Trustees shall grant family care and medical leave to eligible employees in accordance with current federal and state law. Employees taking this leave shall be reinstated in the same or comparable position upon returning from family care or medical leave, except as allowed by law.

Any employee who has served the district more than one continuous year shall be eligible 350 to take unpaid family care and medical leave under the provisions of federal and state law.

**Catastrophic Leave** 

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- 353 <u>Definition</u>: A "catastrophic illness" or "injury" means an illness or injury that is expected 354 to incapacitate the employee for an extended period of time, or that incapacitates an 355 employee's immediate family member (as identified in STA Agreement Article 13.0 356 "A") and requires the employee to take time off from work for an extended period of time 357 to care for that family member.
- 358 Participation: All certificated employees are eligible to request Catastrophic Leave in 13.13 359 accordance with this Article. Participants may request either leave from the Catastrophic 360 Leave Bank ("Bank") or may request Direct Donation Sick Leave ("Direct Donation"). 361 Participants may also request to utilize their accumulated sick leave for family emergency 362 situations. Participation is voluntary and requires a one-time donation of one (1) day to 363 the Bank, to be deposited within the first sixty (60) calendar days of the school year in 364 which an employee chooses to join or from the start of employment. No additional days 365 are required for continued participation. Employees wishing to donate days must have a 366 balance of at least five (5) days in their own sick leave account. Donated sick days will 367 not affect an employee's "perfect attendance" status.

#### A. **Bank Participation**

A maximum of three (3) days may be donated per year. Donations are irrevocable and must be in the employee's full day equivalent, whatever their classification. Those employees donating days must submit a signed donation form to payroll. In the event the Bank is depleted and a specific need for additional days arises during the course of the school year, any certificated employee who presently has five or more days of earned and unused sick leave, who had not previously participated, may donate to the Bank and become a member of the Bank.

#### B. **Direct Donation**

Direct Donation days can only be requested/donated for current needs and may not be accumulated for future purposes. A maximum of two (2) Direct Donation days may be deposited by an employee each school year. A direct donation does not qualify the donator for eligibility in the Bank.

13.14 Participation Limitations: Participants who have exhausted all sick leave, which includes the exhaustion or denial of income protection, may apply for catastrophic illness or injury leave. The combined total number of Catastrophic Leave days (Bank plus Direct Donation) received shall be limited to a maximum of sixty (60) days in a two-year period with a lifetime maximum of 120 days.

#### A. Bank Withdrawals

Withdrawals from the Bank shall be granted in units of no more than 30 workdays. Participants may submit requests for a one-time extension of a maximum of 30 days as their grant expires. Withdrawals will be made in increments of either one half (1/2) or one (1) full day at a time, which reflects the employee's regular work assignment.

# B. <u>Direct Donation Requests</u>

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An employee wishing to receive Direct Donation Sick Leave must solicit donations on the Sick Leave Direct Donation form(s) and submit completed forms to Human Resources prior to, during, or within seven (7) days of return from leave. An employee may receive a maximum of eleven (11) Direct Donation days per school year.

# C. Sick Leave Requests

An employee wishing to use more than their annual allotment of sick leave for family emergency situations may submit an application to the Catastrophic Review Committee for approval.

- 403 13.15 Review Committee: Catastrophic Leave shall be administered by a three (3) member committee, consisting of two teachers named by the Association, and one certificated administrator named by the Assistant Superintendent of Human Resources, or Designee. The District Assistant Superintendent of Human Resources, or Designee shall also serve on the committee as a non-voting member. Administration of the program will be through the Human Resources Department.
- 409 Request for Leave and Review Process: A participant shall submit a Certificated 410 Catastrophic Leave Application for Bank withdrawal, Direct Donation days, and/or Sick Leave along with the Sick Leave Direct Donation form(s) if applicable to the Assistant 411 412 Superintendent of Human Resources, or Designee, and provide verification of the 413 catastrophic injury or illness. Verification shall be made by a letter, dated and signed by 414 the sick or injured person's physician, indicating the incapacitating nature and probable 415 duration of the illness or injury. The Assistant Superintendent of Human Resources, or 416 Designee will then convene the committee, which will determine if the illness or injury 417 meets the appropriate criteria and/or if additional verification is required.
- 418 **13.17** Employees may apply to the Catastrophic Leave Committee to utilize their accumulated sick leave for family emergency situations consistent with Catastrophic Leave guidelines.

### Child Rearing Leave

- 421 13.18 In the case of a birth or adoption of a child, any bargaining unit member may be entitled to leave without pay for child rearing purposes. The granting of such leave will be at the District's discretion and will be in addition to any leave required by law.
- The application for child rearing leave will be made to become effective immediately upon the termination of pregnancy leave.
- 426 13.20 Child rearing leave may be granted for a period of no longer than two years, or three (3)
  427 years in extenuating circumstances. A bargaining unit member will notify the Board that
  428 he or she intends to take a leave at least four weeks prior to the anticipated date on which
  429 the leave is to commence, unless extenuating circumstances exist.
- Where the birth of a child is anticipated during the first month of a school year and a child rearing leave has been granted, the child rearing leave must commence at the start of the school year.
- The bargaining unit member requesting such leave will not be permitted to return following such leave during the last month of the school year.
- Where a bargaining unit member on a child rearing leave returns to the school system at any time other than the start of the school year, such unit member may be assigned to any position decided upon by the Superintendent or designee so long as such assignment is

- within the certification of such unit member, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils, particularly when such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.
- 13.24 Notwithstanding the foregoing provisions, a request for a child rearing leave from a nontenured bargaining unit member need not be extended beyond the end of the contract school year in which the leave is obtained.

#### **Personal Necessity Leave**

- Personal necessity will mean legal, business or personal demands, all of which are serious in nature, involve circumstances the bargaining unit member cannot reasonably be expected to disregard and require the immediate attention of the unit member during his/her assigned hours of service. "Vacation" is not an appropriate use of PN time.
- The bargaining unit member will present a signed form requesting the use of personal necessity to his/her supervisor prior to the use of the requested time.
- 452 **13.27** It will not be necessary to request prior approval in cases of death, serious illness of a member of his/her immediate family, accident involving his/her person or property or the person or property of the immediate family.
- The following limitations and conditions are placed upon the types of leaves specified above:
  - (A) The total number of days allowed in one year for this type of leave will not exceed ten (10) days.
  - (B) The days allowed under this section will be deducted from the total number of days the bargaining unit member has accumulated for purposes of sick leave.
  - (C) Bargaining unit members are entitled to half-day absences.

### **Judicial Government Leave**

- 13.29 A bargaining unit member will be granted leave to appear in court as a witness, when subpoenaed to serve on a jury, or respond to an official order from another government jurisdiction. A bargaining unit member will receive his/her regular pay. The bargaining unit member will reimburse the District the amount received from jury or witness fees.
- A bargaining unit member will be eligible to utilize any days of personal necessity to which the unit member may be entitled if the unit member is a litigant and must appear in court. The bargaining unit member will be entitled to unpaid leave after the exhaustion of personal necessity days or if the unit member elects not to use personal necessity days.
- In any school related action in which the bargaining unit member is a litigant or the unit member and the District are joint litigants, the unit member will be granted paid leave.
- 473 Judicial Government Leave Unit members called to serve on jury duty during a day the employee is required to attend Staff Development Training (buy-back day) will be granted a paid leave of absence.

# 476 Unpaid Leave

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The Board may grant a bargaining unit member an unpaid leave of absence to pursue any activities which the Board feels will enhance the unit member's performance or for personal reasons. The duration of such leaves may be at the discretion of the Board.

#### In-service Leave

481 **13. 34** A bargaining unit member will, upon request to the principal, be entitled to in-service leave during the school year for the purpose of improving his/her performance when (1)

- he/she has received an unsatisfactory rating in an area of evaluation, or (2) when requested to implement a new program.
- 485 13.35 Other bargaining unit members who wish to enhance their programs will be entitled to utilize substitute time which has been allotted for that purpose. Procedures for allotting said substitute time will be determined by consensus of the principal and total teaching staff.
- **13. 36** Every effort will be made to notify bargaining unit members at least 48 hours in advance of proposed in-service meetings.

#### Return from Unpaid and/or Child Rearing Leave

13. 37 The District may require bargaining unit members on leave to enter into an agreement requiring the unit member to return from leave on a designated day. For bargaining unit members on full-year leaves, notification of intent to return must be submitted to the District on or before March 1 of that year. The District may require a bargaining unit member to submit a letter of resignation indicating that should the unit member not notify the District within 15 days of the designated day of return, or notify the District by March 1 if on full-year leave, the unit member shall be deemed to have voluntarily submitted his/her resignation. At least 15 days prior to the return date, or by February 15 if on a full-year leave, the District will send each bargaining unit member on leave a reminder notice to be sent by certified mail, return receipt requested, of his/her obligation to notify the District of his/her intent to return. Nothing in this paragraph will preclude a bargaining unit member from requesting additional leave time prior to the end of a particular leave of absence. The District is not required to grant additional leave except as provided above.

## **ARTICLE 14**

### **School and Grade-level Assignments**

- 14.0 Assignments will reflect the needs, interests, grade-level preference and abilities of the total teaching faculty and be in the interest of the students of the District.
- By March 30, a faculty meeting will be held at each school to discuss possible grade-level assignments.
  - 14.2 All teachers will know their school and grade-level assignments by the last day of school. Should circumstances change after the last day of school, all possible effort will be made to secure voluntary replacements which are acceptable to all personnel. The District will notify bargaining unit members of any changes which may be required at the earliest possible time.

### **Procedure for Voluntary Transfers**

13 14.3 Timeline and procedure for voluntary transfers is as follows:

# 14 <u>Timeline:</u>

- Begin Transfer Process on the Monday of last full week in April
- Day 1 Round 1 Opens With Posting of Openings
  - Day 3 Last Day for Bargaining Unit Members to Request Transfer
- Days 4-7 Principal Contact Unit Members Regarding Transfer Request
- Day 7 Last Day for Principals to Notify Human Resources of Decision
- Day 8 District Prepares New List of Openings

• Day 9 - Round 2 Opens with Posting of All Vacancies

- Each Round will follow the same timeline procedures
- Human Resources will notify unit members of Principal's decision prior to subsequent Round posting.
- Human Resources will notify unit members within two days of Principal's decision during Round 4.
  - A. No voluntary transfer will be finalized without bargaining unit member consent.
    - B. Any bargaining unit member may request from the Superintendent or designee or Assistant Superintendent of Human Resources a written statement of reasons for the denial.
    - C. The Administration will attempt to fill as many voluntary transfer requests as possible based upon the educational needs of the school site.
    - D. Bargaining unit member requests for voluntary transfer will not be used as justification for later administrative transfer.

#### **Procedure for Administrative Transfers**

- 14.4 Procedure for involuntary transfers is as follows:
  - A. Bargaining unit members will be transferred for good and sufficient cause. Bargaining unit members may request an administrative transfer to the Assistant Superintendent of Human Resources for good and sufficient cause. The reasons include:
    - 1. Change in school population
    - 2. Specialty credential/certification (training)
    - 3. Forming new sites or closing sites
    - 4. Program elimination
    - 5. Professional growth
    - 6. Other reasons that shall be considered on a case by case basis by the Assistant Superintendent of Human Resources
  - B. Involuntary transfers other than to alleviate over/under staffing during the course of the school year will be made after two or more meetings between the bargaining unit member and the site administrator. The reason(s) for the transfer shall be in writing and agreed upon by the Association. Every effort will be made to complete this process by March 14.
  - C. A bargaining unit member who has received a less than satisfactory evaluation may be transferred only when the transfer is part of a written program designed to improve the appropriate areas of the employee's performance. The bargaining unit member and the new site administrator will be provided with the written program to be implemented in the next school year.
  - D. A transfer initiated under this section is grievable under Article 7.
  - E. Bargaining unit members may request an administrative transfer to the Assistant Superintendent of Human Resources for good and sufficient cause.
  - F. For safety reasons, a transfer may be initiated by the Assistant Superintendent of Human Resources during the course of the school year. Any other mid-year transfer may only occur with the agreement of the Association.
  - G. Unit members being transferred involuntarily, will with the agreement of the Assistant Superintendent of Human Resources receive sixteen (16) hour of extra

00		duty pay of two (2) substitute release for moving. Boxes will be provided for
67		teachers involuntarily transferring.
68	14.5	The order for placement will be:
69		A. Bargaining unit members trained at District expense for a specific
70		program or unit members with specialized credentials
71		B. Bargaining unit members transferred when site calendar is changed
72		C. Bargaining unit members transferred for administrative reasons
73		D. Bargaining unit member initiated transfers
74		E. Beginning with the second round, bargaining unit members returning
75		from leave and newly hired unit members
76	14.6	When unanticipated enrollment fluctuations result in the need to reduce staff at a school
77	1.10	site the following hierarchy shall be used as a guideline for selecting the teacher(s) to be
78		displaced.
79		Volunteers will be solicited
80		<ul> <li>Temporary employees</li> </ul>
81		<ul> <li>Probationary employees (if the reduction occurs prior to the first observation of</li> </ul>
82		the first probationary year, otherwise they shall be excluded)
83		<ul> <li>District seniority</li> </ul>
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84		The following additional criteria may also be used in conjunction with and/or to modify
85		the above order:
86		CTC Credentials & Certifications held
87		Experience and special Qualifications
88		Grade level(s) affected
89		Minimizing the number of students affected
90		Least length of service at Site
91		The unwinding of a shared teacher arrangement
1		ARTICLE 15
2		Certificated Teacher Evaluations
3	15.0	The certificated teachers will be evaluated based on the Improvement of Instruction
4		Teacher Evaluation Manual which is included as Appendix D herein.
5	15.1	Evaluation Cycle - At least every three years for personnel with permanent status who
6	1011	have been employed at least 10 years with the school district, are highly qualified, as
7		defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as
8		meeting or exceeding standards, if the evaluator and certificated employee being
9		evaluated agree. Employees who have been employed at least twenty (20) years with the
10		district, and whose prior evaluation rated the employee as meeting or exceeding
11		
12		standards, may be evaluated every five (5) years if the evaluator and certificated
		employee being evaluated agree. No employee may go longer than a five (5) year period without an avaluation. The configurated amployee or the evaluator may withdraw consent
13		without an evaluation. The certificated employee or the evaluator may withdraw consent
14		at any time. Any changes to current statutory language would make the entire section null
15		and void.

17 1 **ARTICLE 16** 2 **Safety and Teaching Conditions** 3 Bargaining unit members will not be required to work under unsafe conditions or to 16.0 4 perform tasks which endanger their health, safety or well-being. If a bargaining unit 5 member feels an unsafe condition exists, he/she will notify the building principal or 6 designee. In the event the bargaining unit member reports an alleged unsafe condition in 7 writing, the immediate supervisor will acknowledge in writing within five (5) working 8 days the receipt of the communication. The principal will propose a correction or plan of 9 action for remediation complete with a time line. 10 When, in the judgment of a bargaining unit member, a student requires the attention of 16.1 11 the principal, psychologist, physician or other specialist, he/she will so inform his/her 12 principal or immediate supervisor as soon as possible. The district may require a written 13 statement describing the problem. Within five (5) working days, the principal or 14 immediate supervisor will arrange for a conference between the principal, the bargaining 15 unit member and the parents to discuss the problem and to decide upon appropriate steps 16 for its resolution. 17 A written description of the rights and duties of all administrators and bargaining unit 16.2 18 members with respect to student discipline, and the rights of a suspended student, will be 19 presented to each bargaining unit member in writing on the first day of each school year. 20 Any abuse of school personnel, including verbal abuse, assault or battery upon school 16.3 21 personnel or any threat of force or violence directed toward school personnel at any time 22 or place which is related to school activity or school attendance will be reported by 23 bargaining unit members to their immediate supervisor. Bargaining unit members will 24 complete reports required by the District relating to the violations described herein. 25 Bargaining unit members will be provided coverage under the terms and conditions of the 16.4 26 district workers' compensation program and illness leave provision for any injury or 27 illness arising out of or in the course of their employment. At the beginning of the school 28 year each bargaining unit member will be given the opportunity to designate the 29 physician of their choice. 30 16.5 Only bargaining unit members with the appropriate training and who express a 31 willingness to do so will perform medical procedures. Bargaining unit members are 32 required to use reasonable judgment in emergency situations. 33 16.6 A bargaining unit member will be responsible for submitting written recommendations to 34 the District regarding the maintenance of safe working conditions, facilities and 35 equipment, repairs and modifications and other practices designed to insure compliance

with applicable standards of the California Occupational Safety and Health Act,

California State Compensation Insurance Fund and the provisions of the school district

The Board will, at the start of any school year, provide liability coverage with a qualified

fire and liability insurance programs.

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insurer.

1		ARTICLE 17								
2		District Standing Committees								
3 4 5	17.0	Members of the District Standing Committees will be elected by the bargaining unit members at each school, and the names will be submitted to the president of the Association or designee and Superintendent or designee within the first 30 calendar days								
6 7 8		of the new school year. Each school will elect one member to serve on each committee. A bargaining unit member may not be elected to serve on more than one committee								
9 10	17.1	during a school year.  The meetings of all Standing Committees will be open to all faculty members. District Standing Committees include the following list:								
11 12 13 14 15		<ul> <li>A) Curriculum Council</li> <li>B) Staff Development Committee</li> <li>C) IAQ (Indoor Air Quality) &amp; Safety Committee</li> <li>D) Information Technology Committee</li> <li>E) Insurance Committee</li> </ul>								
16 17 18	17.2	District Standing Committees will elect a secretary from among its members. The minutes of these meetings will be sent to each committee representative, administrator, and Board Member.								
19 20 21	17.3	Except by mutual consent or for information purposes only, in no event will any committee discuss conditions which fall within the scope of the contract and are subject to negotiations.								
22		ARTICLE 18								
23 24 25 26	18.0	Statutory Changes Improvements in bargaining unit member benefits which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law will be incorporated into this agreement.								
27 28 29	18.1	Bargaining Unit Member Benefits  The District will provide health benefits at the current level or better. Benefits for subsequent years are subject to re-negotiation.								
30 31 32 33 34	18.2	The benefits provided in this article will remain in effect during the term of this Agreement. Should a bargaining unit member take an unpaid leave during the school year, he or she will be entitled to continue coverage under all fringe benefit programs for which he or she is eligible. Such bargaining unit member will pay the premium for the continued coverage to the District on a month-to-month basis.								
35 36	18.3 18.4	The District allows participation in a 457 Plan.								
37 38 39	18.5	Insurance Committee  A committee of district employees, including bargaining unit representatives named by the Association, will be ongoing each year to research and study benefit packages for								

- possible recommendation to the negotiating teams. Each bargaining unit will be allowed three (3) committee representatives. Names of representatives will be submitted to the Superintendent or designee in a letter from the Association president.
- At the first meeting, a chair and secretary will be elected. Minutes will be recorded and a copy submitted to the president of each participating association. A calendar will be established for the gathering and study of information and for the final report of findings.

  Dates, times, and locations of all meetings will be communicated to all bargaining units and posted at all sites.
- 48 **18.7** Committee findings will be reported to all bargaining unit members at a single presentation. If a committee recommendation is proposed, it is in no way binding upon the negotiating parties.

51 Medical

- The District will provide all bargaining unit members and their eligible dependents (spouses, registered domestic partners, and eligible children) with a choice of health insurance plans.
- The plans will be provided by California Public Employees Retirement System (PERS).
  Unit members will have a choice between a Preferred Provider (PPO) or Health
  Maintenance Organizations (HMO) plan.
- 58 **18.10** The medical cap is \$650 monthly (\$7,800 per year).
- Employees who are eligible for health insurance may elect to receive cash in lieu of health benefits in the amount of \$325 a month (for 10 months), upon showing proof of alternate minimum essential coverage, through a plan not obtained on the individual market, for the employee and his or her expected tax family.

63 Dental

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18.12 The District will provide all benefit-eligible unit members and their eligible dependents with a fully paid dental insurance plan. The plan will be provided by Delta Dental Insurance Company with coverage up to an annual maximum of \$1500.00 per person covered.

68 Vision

The District will provide all benefit-eligible unit members and their eligible dependents with a fully paid vision care insurance policy mutually agreed upon by the District and bargaining unit members.

72 Life Insurance

- 73 **18.14** The District will provide all unit members eligible for benefits a total of \$100,000 of fully paid life insurance, including \$20,000 of accidental death and dismemberment coverage.
- 75 **18.15** Supplemental life insurance for employees and their eligible dependents may be purchased by all unit members through carriers as recommended by the Insurance Committee through payroll deductions.
- 78 **18.16** Supplemental Accidental Death and Dismemberment Insurance from approved carriers will be available for purchase through payroll deductions.

80 **Income Protection** 

The District will provide up to seventy-five (75%) percent of income benefits (upon claim approval) for up to one (1) year. A long-term disability benefit (up to age 65) is available to unit members who are not eligible for a STRS Disability Allowance. Differential pay per applicable sections of the Ed Code is considered to run concurrently with the benefits provided in this section. During any time when the employee is

receiving substitute differential pay, the total amount of income received (including income protection) will not exceed the employee's regular salary. The disability plan offered will be mutually agreed upon.

#### **Post-Retirement Benefits**

18.18 The District will provide premium reimbursement for medical insurance for unit members who have reached age 55, have completed a minimum of 10 years of service, and elect to retire. The premium paid will be a percentage of the medical cap included in the Collective Bargaining Agreement and service required shall be actual service with the District. The District will also pay a percentage of dental and vision premiums based on the age and years of service at retirement. Service and age requirements and percentage of premiums paid are as follows:

# Years of Service (after complete years)

Age	10	11	12	13	14	15	16	17	18	19	20-24	25-29	30
55	40%	44%	48%	50%	56%	60%	64%	68%	72%	78%	80%	80%	100%
56	45%	49%	53%	57%	61%	65%	69%	73%	77%	80%	80%	80%	100%
57	50%	54%	58%	62%	66%	70%	74%	78%	80%	80%	80%	80%	100%
58	55%	59%	63%	67%	71%	75%	79%	80%	80%	80%	80%	90%	100%
59	60%	64%	68%	72%	76%	80%	80%	80%	80%	80%	80%	90%	100%
60+	60%	64%	68%	72%	80%	80%	80%	80%	80%	80%	80%	100%	100%

The percentages in the chart are percentages of the medical cap.

# 18.19 Cash in Lieu of Benefits for Eligible Retirees

- Retirees who are eligible for health insurance and show evidence of being covered through a spouse's employer, may waive medical insurance and receive up to \$3,000 per year in lieu of health benefits.
- Retirees must request to participate in the Cash In Lieu program during the District's standard Open Enrollment Period
- The Cash In Lieu benefit will be earned at the same rate as the retiree's earned prorated benefits entitlement (e.g. if an employee receives 40% of their medical cap, they will receive 40% of the negotiated Cash In Lieu benefit)
- Teachers retiring at the end of the school year will begin to accrue the Cash-in-Lieu benefit on September 1. Teachers retiring at any other time during the school year will begin to accrue the Cash In Lieu benefit on the first day of the second month following retirement (e.g. if an employee retires December 15, he/she will begin to accrue Cash In Lieu benefits on February 1)
- Payment will be made once a year in December
- The Cash In Lieu benefit will be taxable
- The Cash In Lieu of benefits will end when the retiree turns age 65
- The Benefits Department will send a reminder notice to eligible retirees of the Open Enrollment Period
- The Benefits Department will run a supplemental payroll run for the Cash In Lieu payment which will automatically generate a W-2
- If there is a Qualifying Event, retirees can opt out of Cash In Lieu at any time during the year, but they can only switch into Cash In Lieu during the Open Enrollment Period

124 18. 20 All district paid premiums will stop when members become eligible for Medicare or are 125 65 years of age, whichever comes first. However, medical and dental may be continued 126 indefinitely at the bargaining unit member's own expense. 127 **Extension of Benefits** 128 Terminated full-time employees and his/her enrolled dependents, have the right to pay for 129 continued membership in District provided benefit plans under certain circumstances of 130 the Consolidated Omnibus Budget Reconciliation Act (COBRA). 131 It is agreed to by the parties that the District's obligation upon the expiration of this 18.22 132 agreement is to continue the provisions of this agreement until a successor agreement has 133 been reached or until the impasse procedures (Gov. Code 3548 et. seq.) have been 134 exhausted. It is further agreed that the District will continue to pay premiums for the 135 health and welfare insurance programs at the rates specified herein until the successor 136 agreement is reached or until the impasse procedures (Gov. Code 3548 et. seq.) have 137 been exhausted. **ARTICLE 19** 1 2 **Part-time Employment With Full Retirement Credit** 3 19.0 Certificated bargaining unit members may qualify to request a reduced workload from 4 full-time to part-time duties with full retirement credit under the following conditions: 5 The bargaining unit member must have reached the age of 55 prior to the reduction in 6 workload. 7 The bargaining unit member must have been employed full-time in a position 8 requiring certification for at least ten (10) years with the District, of which the 9 immediately preceding five (5) years was full-time employment. 10 The option of part-time employment must be exercised at the request of the 11 bargaining unit member and can be revoked only with the mutual consent of the 12 employer and the unit member. 13 The bargaining unit member will be paid a salary which is the prorated salary of the 14 unit member's regular salary placement. 15 The bargaining unit member will receive benefits in the same manner as a regular unit 16 member. 17 Both the District and the bargaining unit member will contribute retirement 18 contributions based on the regular full-time salary. 19 No bargaining unit member will be granted this provision for more than five (5) years 20 after reaching age 60. 21 All bargaining unit members who are eligible will notify the District Superintendent 22 or designee prior to March 1 of the year that they are applying. 23 The granting of the part-time employment with full retirement credit will be at the 24 discretion of the Board. Notification will be made by the second Board of Trustees 25 meeting in March.

ARTICLE 20

1 2 Salary 3 20.0 Salary Regulations: 4 All bargaining unit members will be placed on the schedule on the basis of training, 5 years of service in the District and prior service. Teaching experience outside the District may be recognized to a maximum of five 6 B. (5) years on the schedule. 7 The proportion of days worked during the school year will determine STRS service 8 C. 9 credit. 10 No credit for experience will be allowed for fractional parts of a year less than 75% D. 11 of total days worked in a paid status in the District to determine certificated personnel position on the salary schedule for the following school year, except that 12 13 part-time employees and job shares may combine two consecutive years of 50% or greater employment for one (1) year of service credit. 14 A bargaining unit member awarded a Doctorate Degree from an institution which 15 E. has been accredited by N.C.A.T.E. or any of the six (6) regional associations 16 17 (Middle States, Northwest, North Central, New England, Southern, or Western Association of Schools and Colleges) will receive a salary credit of an additional 18 19 \$700.00 from the Board. A Doctorate Degree awarded by a non-accredited institution will be recognized for salary purposes at any time in the fiscal year in 20 21 which the institution receives final accreditation. Bargaining unit members on Column IV with a Master's Degree or a Juris 22 F. 23 Doctorate (JD) will receive an annual \$600.00 Master's bonus in addition to their 24 regular pay. This same adjustment has been made for bargaining unit members in 25 Column V. 26 G. It is the bargaining unit member's responsibility to submit to the Human Resources 27 Department appropriate evidence of eligibility, or intent to become eligible, for 28 progression to the next column on the salary schedule by June 30 of the school year preceding the issuance of a new notice of employment. September 15 will be the 29 last day to submit verification for eligibility for advancement on the salary 30 schedule. Grade record reports may be used as evidence of eligibility for 31 advancement on the salary schedule pending the arrival of official transcripts. 32 Bargaining unit members requesting a January 1 adjustment on the salary schedule 33 H. must submit a notice of intent by December 1 to the Assistant Superintendent of 34 Human Resources or designee. January 15 will be the last day to submit verification 35 for eligibility for advancement on the salary schedule. Grade record reports may be 36 37 used as evidence of eligibility for advancement on the salary schedule pending the arrival of official transcripts. 38 Military service will be recognized for provisions of the schedule. Should a 39 I. bargaining unit member employed by the District be drafted for involuntary service 40 or called to active duty from reserve status, he or she may continue to advance on 41 the schedule for a maximum of two years if he or she returns to the District the year 42 following his or her discharge. One year credit will be granted incoming bargaining 43 unit members who have served two years in military service. 44

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contractual bargaining unit members for the purposes of this schedule.

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J.

Teachers classified as temporary teachers in yearly assignments will be treated as

- Salary credit will be granted for post baccalaureate courses as follows: K. (1) Education Courses in which the course description is specific to teaching and the bargaining unit member earns a grade of "B" or better or a "Pass" grade in a "Pass/Fail" course. (2) Content Courses in which the course description encompasses all other acceptable course work and the bargaining unit member earns a grade of "C" or better or a "Pass" grade in a "Pass/Fail" course. Please note: Salary credit is only given for courses paid for by the bargaining unit member. Any stipend from a supervising college or university will be forwarded to L.
  - L. Any stipend from a supervising college or university will be forwarded to bargaining unit members who supervise student teachers within 15 days of receipt by the District.
  - M. The extra-duty/extra-pay assignments will be compensated at the negotiated rate (currently \$32/hour). Extra duty/extra pay assignments include:
    - 1. Curriculum Council, (one teacher per school, maximum nine meetings, two hours each)
    - 2. Staff Development Committee (one teacher per school, maximum nine meetings, two hours each)
    - 3. Health & Safety/ IAQ (Indoor Air Quality)
    - 4. Information Technology (one teacher per school, maximum 4 meetings, two hours each)
    - 5. Insurance Committee (one teacher per school, maximum nine meetings, two hours each)
    - 6. Site Council (three (3) teachers per school, maximum nine meetings, two hours each)
    - 7. Speech Contest Coordinator

- 8. District wide Math Field Day Coordinator (one teacher per school, maximum two hours)
- 9. District Curriculum Committees as designated.
- 10. The compensation for "in-house" presenters of district workshops will also be at extra-duty/extra-pay rates. This includes the option for preparation time equal to the length of the presentation.
- 11. Intersession, Summer School, and Home Teaching positions will also be compensated at the negotiated hourly rate.
- 12. Other extra duty assignments, outside of the teacher's regularly scheduled work day, if approved, will be compensated at the negotiated hourly rate.
- N. Three (3) days of additional sick leave will be awarded each full-time unit member who does not utilize any sick leave during the school year. Two (2) days of additional sick leave will be awarded each full-time unit member who uses only one day, or any part of one day, of sick leave during the school year. One (1) day of additional sick leave will be awarded each full-time unit member who uses only 2 days or any part of two days, of sick leave during the school year. This will be distributed to all certificated unit members who worked in a paid status for a minimum of 75% of the days of the current school year in the District. Unit members will be allowed to utilize a maximum of two days of available
  - Unit members will be allowed to utilize a maximum of two days of available personal necessity leave for the purpose of legitimately held religious observance. The two days will not affect the award of additional sick days for good attendance as provided in this paragraph. Unit members must receive prior approval from the Assistant Superintendent of Human Resources or designee but said approval shall

- be granted if the unit member is utilizing the requested days for legitimately held religious observance.
  - O. The principal at each site will designate three (3) teachers for the positions of Head Teacher, K-3 Learning Specialists, and 4-6 Learning Specialists. A job description which includes the specific responsibilities and duties will be located at each site. An employee may hold no more than one of the before mentioned positions. The Head Teacher, K-3 Learning Specialist, and 4-6 Learning Specialist will each receive an annual stipend of \$1,500.
  - P. A PAR consulting teacher will receive an annual stipend of \$2,500 if full-time release teacher or \$1,000 for regular teacher performing PAR consulting, maximum 4 per year.
  - Q. Bargaining unit members awarded the National Board Certification will receive an annual stipend of \$500.00.
  - R. Unit members serving under the Speech & Language Pathologist (SLP) Job Description shall be compensated based on the regular teacher salary schedule plus 12% increase.
    - SLPs shall be compensated at their full daily per diem rate for additional days worked beyond 186 (or 188 for first-year teachers)
    - A signing bonus of \$3,000 for new SLP hires divided over the first three (3) checks. The new employee must stay in the District for a minimum of three (3) years, or the stipend must be repaid on a pro-rata basis.
  - S. Bargaining unit members who serve as special education teachers with the following job descriptions receive an annual stipend of \$2,000 for the school year. In addition, if they teach summer school they receive a \$1,000 summer school stipend, in addition to the negotiated hourly rate.
    - Teacher Autism

- Educational Audiologist
- Teacher Emotionally Disturbed
- Teacher Orientation and Mobility Specialist
- Teacher Visually Impaired
- Teacher Multi-Handicapped
- Teacher Severely Handicapped (including those teaching in Moderate/Severe Special Day Classes (SDC2)
- Early Childhood Special Education Teacher (Mild/Severe Disabilities)

Bargaining unit members who serve as special education teachers in Mild/Moderate Special Day Classes (SDC1) will receive an annual stipend of \$1000 for the school year.

- T. The bargaining unit members will receive an Anniversary/Longevity Bonus to be paid annually in addition to their regular pay. The bonuses will be paid according the following criteria:
- \$1,500 after 14 years in the Collective Bargaining Unit
- \$2,500 after 15 years in the Collective Bargaining Unit
- \$3,000 after 20 years in the Collective Bargaining Unit
- \$3,500 after 25 years in the Collective Bargaining Unit
- \$4,500 after 28 years in the Collective Bargaining Unit
- \$5,500 after 32 years in the Collective Bargaining Unit

141 Certificated employees who work eleven (11) months per year will receive twelve U. 142 (12) equal monthly paychecks beginning in July 2012. 1 **ARTICLE 21** 2 3 **Supervision of Instructional Assistants** 4 21.0 Bargaining unit members may assist in the selection, assignment and evaluation of the 5 instructional assistants who will service their students. The duties to be performed by the instructional assistants may be approved and supervised by the bargaining unit member to 6 7 whom the Instructional Assistant is assigned. An Instructional Assistant need not 8 perform such duties in the physical presence of the bargaining unit member, but the unit 9 member will retain responsibility for the instruction and supervision of the pupils in his/her charge. (Education Code section 45344) 10 **ARTICLE 22** 1 2 **Miscellaneous Provisions** 3 All bargaining unit members who participate in the production of media, publications, or 22.0 4 other educational material will retain residual rights should they be copyrighted or sold 5 by the Board. 6 Any issue of mutual concern to the Board and the Association will be subject to the 22.1 7 negotiation process at any time during the term of the contract. 8 A bargaining unit member's notification to the Board that he/she intends to resign will 22. 2 9 remain revocable until such time as the Board officially takes action on such notification 10 or upon resolution or delegation. Teaching positions for Summer School funded by District General or Categorical Funds 11 22. 3 12 will be offered by open application to bargaining unit members. Summer school positions that are funded through site specific categorical funds (for example: Title I, site 13 14 specific grants, etc.) will be offered to bargaining unit members at that specific site first. 15 If there are not sufficient unit members interested to fill all of the site specific summer 16 school positions, then the summer school positions will be offered by open application to 17 bargaining unit members. **ARTICLE 23** 1 2 **Open Communication** 3 23.0 All certificated personnel, individually or in groups, may discuss any issue which 4 concerns educational or school policies of any nature with their building administrator at 5 any time mutually acceptable to the parties involved. Certificated personnel may meet informally at any time when other duties are not 23.1 required, without the building administrator being present to discuss any issues of concern.

#### **ARTICLE 24** 1 2 3 **Conclusion of Negotiations** During the term of this Agreement, the Association and the District expressly waive and 4 24.0 relinquish the right to meet and negotiate and agree that the District and Association will not be 5 6 obliged to meet and negotiate with respect to any subject or matter whether referred to or 7 covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they 8 met and negotiated on and executed this Agreement, and even though such subjects or matters 9 were proposed and later withdrawn. Nothing in this Agreement will preclude both parties from 10 initiating a separate agreement by mutual consent to serve any new problem or to react to new 11 12 legislation or court decisions that may be in the interest of both parties. **ARTICLE 25** 1 2 **Saving** 3 If any provisions of this Agreement or any application thereof to any bargaining unit 4 member is held by the highest court of the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court 5 decision, but all other provisions or applications will continue in full force and effect. 6 1 **ARTICLE 26** 2 **Term** 26.0 This Agreement will remain in full force and effect from July 1, 2018, up to and including 3 4 June 30, 2021.

1	ARTICLE 27		
2 3 4	Provision For Contract Amendments or Additions  In addition to this agreement the Human Resources Department will maintain a file and post electronically to include the following items:		
5 6 7 8	<ul> <li>Side agreements</li> <li>Agreed upon interpretations of the contract</li> </ul>		
9 10	NOW, WHEREOF, this Agreement is entered into on the date indicated below and as indicated herein.		
		GUS UNION SCHOOL DISTRICT SAUGUS TEACHERS ASSOCIATION  RD REPRESENTATIVE	
	Ratifi	gust 21, 2018  ed by Governing Board Saugus Union School District  August 21, 2018  Ratified by the Saugus Teachers Association	

### **GLOSSARY**

Association - Association means the Saugus Teachers Association, CTA/NEA, its officers, and representatives. The Association is the exclusive representative of the certificated bargaining unit in the District.

**Binding Arbitration** - A simple proceeding voluntarily chosen by the parties wanting a dispute determined by an impartial person whose decision, based on the merits of the case, is considered binding.

**Daily Rate of Pay** - The unit member's annual scheduled salary divided by the number of duty days required by the Agreement.

**Day** - Days the District Office is open for business.

**District** - District is the Saugus Union School District, its Board of Education, Administration, and other designated representatives.

**Emergency** - A sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

Grievance - A grievance is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, a violation of the right to fair treatment, or a violation, misapplication, or misinterpretation of any law, Board Policy, or regulation.

Immediate Supervisor - The immediate supervisor is the unit member's administrator, supervisor, or line manager employed by the District who has direct responsibility for supervising the Unit Member.

**In a Paid Status** - Certificated employees who are working and receiving District benefits.

**Instructional Day** - Any day(s) pupils are present for instruction

Long Term Substitute - Any person employed in a position requiring certification needed during a particular semester or school year to replace a certificated employee in a paid status, in an assignment lasting 21 days or longer.

Paid Leave of Absence - A unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment which s/he enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during that leave time.

**Pupil Free Day** - Any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activities.

**Seniority** - A unit member's initial date of service in the bargaining unit.

**Sexual Harassment** - Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the work or educational setting.

**Shared Teaching** - Two (2) regular permanent teachers sharing one teaching assignment.

**Site** - The building or location where unit members work.

**Substitute Employee** - Those persons employed in positions requiring certification qualifications, to fill

positions of regular employed persons absent from service. (Ed Code 44917)

**Temporary Employee** - Any person employed in positions requiring certification needed during a particular semester or school year, working 75% of the school year, to replace a certificated employee on leave.

**Unit Member** - A unit member is any District certificated employee who is included in the appropriate unit as defined in Article II of the Agreement and therefore covered by the terms and provisions of this Agreement.

**Vacancy** - Any position that does not have a unit member assigned to it. This includes any vacated promotional, or newly created position, including positions created by reconfiguration or restructuring.

Workday - The workday commences thirty (30) minutes before the beginning of the student's regular school day. Unit members may leave the work site after the end of the regular school day when s/he is ready for the following work day. No unit member shall be required to work in any capacity on any day other than those negotiated in the contract.

Medical Leave, 16 Α Meetings and Required Activities, 10 Administrative Transfers, 21 Minimum Days, 10 Agreement, 1 Miscellaneous Provisions, 32 Association Leave, 3 Multitrack Year Round Education, 12 Association Rights, 3 N B Negotiation Procedure, 2 Bargaining Unit Member Benefits, 24 Non-Discrimination, 1 Bargaining Unit Member Personal Property - Use in Classroom, 12 Bereavement Leave, 14 0 Open Communication, 32  $\mathbf{C}$ Openers and Reopeners, 3 Catastrophic Leave, 16 P Child Rearing Leave, 18 Complaints From the Public, 7 Parent Conference Requirements, 10 Conclusion of Negotiations, 32 Part-time Employment With Full Retirement Credit, Consultation, 2 Personal Necessity Leave, 18 D Personnel Files, 6 Procedure for Voluntary Transfers, 20 Dental, 25 Professional Dues and Payroll Deductions, 8 Duty Free Lunch, 11 Provision For Contract Amendments or Additions, 33  $\mathbf{E}$ R Evaluations, 22 Recess and Lunch Schedules, 12 Exclusive Representation, 1 Retirement Benefits, 26 Extension of Benefits, 27 Return from Sabbatical, Career, Unpaid and/or Child Rearing Leave, 19  $\mathbf{F}$ Family Care, 16 Formalized Planning Time, 11 Safety and Teaching Conditions, 23 Salary, 28 G Saving, 33 School and Grade-level Assignments, 20 Glossary, 34 Sexual Harassment, 1 Grievance Procedure, 4 Shared Contract, 12 Sick Leave, 14 H Standing Committees, 24 Statutory Changes, 24 Hold Harmless Clause, 9 Supervision of Instructional Assistants, 31 Supervision-Free Day, 11 I T Income Protection, 26 In-Service Leave, 19 Teacher Orientation, 9 Insurance Committee, 24 Teaching Hours, 9 Term, 33 J U Judicial Government Leave, 19 Unpaid Leave, 19 Upper Grade Money, 11 L Learning to Teach, 9 Life Insurance, 25 Vision, 25  $\mathbf{M}$ 

Management Rights, 4 Maternity Leave, 15

Medical, 25

W

Work Year, 11

Workers Compensation Leave, 15

## **Saugus Union School District** Certificated Catastrophic Leave Application (Please review guidelines and procedures outlined on back of this Application Form)

Employee Name: Last, First (Please Print)	Site	Employee ID # (Optional)		
I am requesting consideration of donate certificated Catastrophic Leave options. made a one-time donation of one (1) do 13.14.  To apply for Option 1 or Option 2, I reprotection.	. I understand thay to the Bank a	nat participation requires that I have s outlined in STA Agreement Article		
To submit a request to the Catastroph attachments and check the appropriate		mittee, please include the following		
<ul><li>Option 1 - Bank Days</li></ul>				
<ol> <li>A letter explaining your need for Ca</li> <li>A physician's letter of verification.</li> </ol>	atastrophic Bank	Days.		
employee for an extended period of time,	or that incapacitates 0 "A") and requires	injury that is expected to incapacitate the s an employee's immediate family member (as the employee to take time off from work for an		
<ul> <li>Option 2 - Direct Donation Days</li> </ul>				
<ol> <li>A letter explaining your need for Catastrophic Direct Donation Days.</li> <li>A physician's letter of verification.</li> <li>All Direct Donation Form(s) completed by employee(s) wishing to donate days to you.</li> </ol>				
<ul> <li>□ To care for the wellbeing of the employee's child after birth, or placement for adoption or foster care.</li> <li>□ To care for the employee's family member who has a serious health condition.</li> <li>□ For a serious health condition that makes the employee unable to perform the employee's job.</li> </ul>				
<ul> <li>Option 3 - Sick Leave Days</li> </ul>				
<ol> <li>A letter explaining your need for use of additional personal Sick Leave Days.</li> <li>A physician's letter of verification.</li> </ol>				
☐ To care for the well-being of the employee's child after birth, or placement for adoption or foster care.				
☐ To care for the employee's family member who has a serious health condition.				
Employee Signature	Date	2		
Personnel/Payroll Department Use Only:				
Day(s) credited as requested above.				
Payroll Technician		Date		

## **SAUGUS UNION SCHOOL DISTRICT**

# CERTIFICATED CATASTROPHIC LEAVE

# SICK LEAVE "BANK" DONATION/PARTICIPATION FORM

Please Print Name	School Site	Employee ID #			
I wish to donate	I wish to donate day(s) of my unused sick leave to the Catastrophic Leave Bank.				
I understand that participation is voluntary and requires a one-time donation of one (1) day to the Bank, to be deposited within the first sixty (60) calendar days of the school year in which I choose to participate or from my start of employment. I understand that no additional days are required for continued participation.					
I understand that I must have at least five (5) sick days in my sick leave account in order to make this donation, and that any sick leave I donate is an irrevocable donation.					
I understand as a member of STRS that the donated sick leave will not be available for certification to the retirement system. This will result in a reduction of service credit that may have otherwise been available to me at the time of retirement. I verify that I understand as a result of this donation, I may exhaust my own accrued sick leave more quickly and be left without compensation/coverage.					
Signature		Date			
Personnel/Payroll Department Use Only:					
* Day(s) transferred as requested above.					
Payroll Technician		Date			

<sup>\*</sup> If zero days are listed, a transfer could not be made because you do not have the required 5 days in your sick leave account.

# CERTIFICATED CATASTROPHIC LEAVE

## SICK LEAVE "DIRECT DONATION" FORM

I wish to donate day(s) of my unused sick leave to:					
Please print employee name	School Site				
I understand that I must have at least five (5) sick days in my sick leave account in order to make this donation, and that any sick leave I donate is an irrevocable donation.					
I understand a direct donation does not qualify	the donator for eligibility in the "Bank."				
I understand as a member of STRS that the donated sick leave will not be available for certification to the retirement system. This will result in a reduction of service credit that may have otherwise been available to me at the time of retirement. I verify that I understand as a result of this donation, I may exhaust my own accrued sick leave more quickly and be left without compensation/coverage.					
Signature	Date				
Name	_				
Site	_				
Personnel/Payroll Department Use Only:					
* Day(s) transferred as requested above.					
Payroll Technician	Date				

<sup>\*</sup> If zero days are listed, a transfer could not be made because you do not have the required 5 days in your sick leave account.

Appendix "C"



# **Saugus Union School District**

ACADEMIC AND PERSONAL SUCCESS FOR EVERY CHILD

RESPECT | INTEGRITY | LEARNING | TEAMWORK | ENTHUSIASM

# Improvement of Instruction Teacher Evaluation Manual

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#### **Evaluation Overview**

Saugus Union School District has developed an evaluation system which meets requirements specified in the legislation and follows standards which constitute a legal system of employee evaluation.

- The evaluation system contains the components mandated by the Legislature and is in harmony with statutory procedural standards.
- Standards for satisfactory performance are available to employees and are applied equally to all.
- Notices of deficiencies are provided to employees in written form along with specific directions and assistance to improve unsatisfactory performance.

The present instrument for the improvement of instruction is based on *The California Standards for the Teaching Profession* which are organized around the following six categories:

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments for Student Learning
- Understanding and Organizing Subject Matter for Student Learning
- Planning Instruction and Designing Learning Experiences for All Students
- Assessing Students for Learning
- Developing as a Professional Educator

The purpose of evaluation is to improve the quality of education provided to students. It is an ongoing process focused on the means by which each individual can more effectively contribute to the educational effort of the District. It is based upon a fair and objective assessment of performance.

Site Administrators are responsible for completing all evaluation documents. Teacher support programs which assist in the development of good teaching skills include: Beginning Teacher Support and Assessment (BTSA), Pre-intern, Intern, and Peer Assistance and Review (PAR).

## **Evaluation Process Schedule for PERMANENT Teachers**

If the teacher has received a "competent or proficient" rating on the summative, she/he may be evaluated every other year.

If a teacher receives an "unsatisfactory" or two or more "needs to improve" on the summative, she/he will be evaluated yearly. If a teacher receives a single "needs to improve" she/he **may** be evaluated yearly.

If the teacher is permanent in the district, but new to the school, and has been evaluated the previous year as "competent or proficient", the principal may choose to evaluate the teacher.

If the teacher receives an "unsatisfactory" or two consecutive "needs to improve" ratings on the summative, participation in Peer Assistance and Review (PAR) will be mandatory.

The following steps are to be completed:

### STEPS TO BE COMPLETED

### TIME LINE

- 1. A Professional Planning Conference is scheduled with each teacher to discuss: instructional expectations, class profile, teacher and principal expectations regarding district objectives, and legal mandates.
- Not sooner than the 35th student day nor later than the 55th student day and 5 days past Goal Setting Mutually agreed upon date by the administrator and individual teacher
- 2. If requested by the evaluatee and/or evaluator, an additional meeting to re-evaluate instructional expectations, behavioral standards, and learning environment can be arranged.
- Ongoing
- 3. The principal and the teacher arrange a pre-observation conference prior to the observation. During the conference, the teacher explains the objective(s), gives necessary background information for the objective(s), and discusses additional ways to present the lesson. The observation period lasts until the lesson is completed or a minimum of 20 minutes. This observation is followed by a post-observation conference held within five working days. At this time, the teacher receives a completed observation form. The principal completes at least two formal classroom observations.
- Observations by:
- 1st January 31
- 2nd April 30

4. The summative evaluation is a compilation of at least two formal observations, informal observations, and other pertinent information necessary to assess accurately the teacher's performance. A copy of the summative evaluation is given to the teacher at the summative conference and placed in the teacher's personnel file. Observation summaries and other pertinent data may accompany the summative evaluation.

Summative No later than 30 calendar days prior to the last day of school

#### **Evaluation Process Schedule for NON-TENURED Teachers**

Each non-tenured teacher receives two summative evaluations in each year. A non-tenured teacher who receives an "unsatisfactory" or two "needs to improve" ratings is required to participate in Peer Assistance and Review (PAR).

The following steps are to be completed:

STEPS TO BE COMPLETED

#### TIME LINE

1. A teacher new to the district attends an orientation meeting to review the Improvement of Instruction process.

Within the first ten working days.

2. A Professional Planning Conference is scheduled with each teacher to discuss: instructional expectations, class profile, the teacher and principal expectations regarding district objectives and legal mandates.

Not sooner than the 35th student day nor later than the 55th student day and 5 days past Goal Setting Mutually agreed upon date by the administrator and individual teacher

3. If requested by the evaluatee and/or evaluator, an additional meeting to re-evaluate instructional expectations, behavioral standards and learning environment can be arranged.

*Observations by:* 

1st - Nov. 15

2nd - Jan. 25

3rd - Mar. 1

4th - Apr. 30

4. The principal and teacher arrange a pre-observation conference, prior to the observation. During the conference, the teacher explains the objective(s), gives necessary background information for the objective(s), and discusses additional ways to present the lesson. The observation period lasts until the lesson is completed or a minimum of 20 minutes. This observation is followed by a post-observation conference held within five working days. At this time the teacher receives a completed observation form. The principal completes at least two formal classroom observations.

Mid-year Summative by: Ian. 31

5. The summative evaluation is a compilation of at least two formal observations, informal observations, and other pertinent information necessary to assess accurately the teacher's performance. A copy of the summative evaluation is given to the teacher at the summative conference and placed in the teacher's personnel file. Observation summaries and other pertinent data may accompany the summative evaluation.

Final Summative: By 30 calendar days prior to the end of school

6. The principal completes at least two additional formal classroom observations. The summative evaluation is a compilation of at least two for- mal observations, informal observations, and other pertinent information necessary to assess accurately the teacher's performance. A copy of the summative evaluation is given to the teacher at the summative conference and placed in the teacher's personnel file. Observation summaries and other pertinent data may accompany the summative evaluation.

## **Professional Planning Conference**

In evaluation year, teachers will complete the Student Summary Curriculum Planning/Pacing and Professional Goals Forms. In non-evaluation year, the teacher is not responsible for providing any documents at the Professional Planning Conference.

Professional Planning Conferences Timeline:

- Not sooner than the 35th student day.
- Not later than the 55th student day.
- Not sooner than 5 days past Goal Setting Conference.
- Mutually agreed upon date by the administrator and individual teacher.

The purpose of this conference shall be to
--

Review current information: ☐ Daily schedule, homework, discipline plan Record keeping system (procedures and format) ☐ Substitute folder (daily schedules and emergency plans) Parent communication samples ☐ Diagnostic assessments and results ☐ Initial placement and groupings A student summary form (see online examples) Curriculum planning/pacing information for language arts, math, social studies, and science. Establish four professional goals yearly which must include: Three mutually agreed upon goals selected from Standards One through Five:

Standard One Engaging and Supporting All Students in Learning

Standard Two Creating & Maintaining Effective Environments for Student Learning

Standard Three Understanding & Organizing Subject Matter for Student Learning

Standard Four Planning Instruction & Designing Learning Experiences for All Students

Standard Five Assessing Students For Learning

Plus, one goal selected from Standard Six:

Standard Six Developing as a Professional Educator (required yearly)

# **Curriculum Planning/Pacing Information** *Documentation is limited to approved forms* Indicate specific curriculum in the areas of: Language Arts, Mathematics, Social Studies, and Science.

August / September	October	November		
December	January	February		
March	April	May / June		

## **Professional Goals**

Establish four professional goals yearly from the CSTP which must include three mutually agreed upon goals selected from Standards One through Five, plus, one goal from Standard Six. These will support the narrative on the Summative Evaluation. In a non-evaluation year the teacher will self-evaluate progress toward goals. Adjustment of goals may be made midyear if necessary.

Standard Once Engaging and Supporting All Students in Learning
Standard One: Engaging and Supporting All Students in Learning
Goal:
Evidence/Activities:
Lynchec/renymes.
Standard Two: Creating and Maintaining Effective Environments for Student Learning
Goal:
Evidence/Activities:
Evidence/Activities.
CA
Standard Three: Understanding and Organizing Subject Matter for Student Learning
Goal:
Evidence/Activities:

## **Professional Goals**

Establish four professional goals yearly from the CSTP which must include three mutually agreed upon goals selected from Standards One through Five, plus, one goal from Standard Six. These will support the narrative on the Summative Evaluation. In a non-evaluation year the teacher will self-evaluate progress toward goals. Adjustment of goals may be made midyear if necessary.

Standard Four: Planning Instruction and Designing Learning Experiences for All Students
Goal:
Evidence/Activities:
Standard Five: Assessing Students for Learning
Goal:
Evidence/Activities:
Standard Sire Developing as a Ductessianal Educator
Standard Six: Developing as a Professional Educator
Goal:
Evidence/Activities:

## **Teacher Evaluation Reflection**

Please reflect on your progress this year as it relates to each of your selected goals. Tenured – Submit to site administrator by April 1 (evaluation year only). Non-Tenured — Submit to site administrator by December 1 and April 1 (evaluation year only).				
Standard 1 - Engaging and Supporting All Students in Learning				
Standard 2 - Creating and Maintaining Effective Environments for Student Learning:				
Standard 3 - Understanding and Organizing Subject Matter for Student Learning:				
Standard 4 - Planning Instruction and Designing Learning Experiences for All Students:				
Standard 5 - Assessing Students for Learnings:				
Standard 6 - Developing as a Professional Educator:				

## California Standards For The Teaching Profession

#### STANDARD ONE:

### **Engaging and Supporting All Students in Learning**

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

#### STANDARD THREE:

## **Understanding and Organizing Subject Matter for Student Learning**

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of content
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special

## **STANDARD FIVE:**

## **Assessing Students for Learning**

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

### STANDARD TWO:

## **Creating and Maintaining Effective Environments for Student Learning**

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

#### STANDARD FOUR:

## Planning Instruction and Designing Learning Experiences for all Students

- 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
- 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
- 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

#### STANDARD SIX:

## **Developing as a Professional Educator**

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

#### **Formal Observation Process**

A pre-conference is held prior to a formal observation. Formal observations are made according to the prescribed timelines and include a pre-observation conference, observation, and post-observation conference. To increase the reliability of the information gained through the formal observation, the following procedure is required for all formal observations:

- 1. A **pre-observation conference** held prior to the formal observation by the teacher and administrator to discuss:
  - The mechanics of the observation time, length and subject to be observed.
  - Lesson objectives
  - Teacher concerns
  - Background information
- 2. Observation
- 3. A **post-observation conference** is held within five school days from the date of the formal observation to discuss:
  - Strengths and suggestions for improvement of the lesson.
  - Target objectives, solutions, resources and assessment procedures.
  - Future observations
  - 4. The **summative evaluation** is a compilation of at least two formal observations. The teacher will receive a copy of the completed observation form. The summative evaluation, together with necessary support materials, is placed in the teacher's personnel file. Prior to placement in the personnel file, and within twenty calendar days of receiving a copy of the summative evaluation, the teacher may attach a written comment to the final evaluation.

## Peer Assistance and Review (PAR) / Assistance Plans

The Peer Assistance and Review (PAR) program identifies the areas of classroom management, instructional strategies, and student progress as critical components. The California Standards for the Teaching Profession align with those categories as follows:

Classroom management Standard 2

Instructional strategies Standards 1, 3, and 4

Student progress Standard 5

On the Summative Evaluation, an "Unsatisfactory" rating in any category (Standards 1-5) requires mandatory participation in PAR.

On the Summative Evaluation, two consecutive "Needs to Improve" in the same category (Standards 1-5) requires mandatory participation in PAR.

#### Education Code 44662 EC

### California Peer Assistance and Review Program for Teachers

- (a) The governing board of each school district shall establish standards of expected pupil achievement at each grade level in each area of study.
- (b) The governing board of each school district shall evaluate and assess certificated employee performance as it reasonably relates to:
- (1) The progress of pupils toward the standards established pursuant to subdivision (a) and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments.
- (2) The instructional techniques and strategies used by the employee.
- (3) The employee's adherence to curricular objectives.
- (4) The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
- (c) The governing board of each school district shall establish and define job responsibilities for certificated noninstructional personnel, including, but not limited to, supervisory and administrative personnel, whose responsibilities cannot be evaluated appropriately under the provisions of subdivision (b) and shall evaluate and assess the performance of those noninstructional certificated employees as it reasonably relates to the fulfillment of those responsibilities.
- (d) Results of an employee's participation in the Peer Assistance and Review Program for Teachers established by Article 4.5 (commencing with Section 44500) shall be made available as part of the evaluation conducted pursuant to this section.
- (e) The evaluation and assessment of certificated employee performance pursuant to this section shall not include the use of publishers' norms established by standardized tests.
- (f) Nothing in this section shall be construed as in any way limiting the authority of school district governing boards to develop and adopt additional evaluation and assessment guidelines or criteria.

(Amended by Stats. 1999, Ch. 4, Sec. 4.)

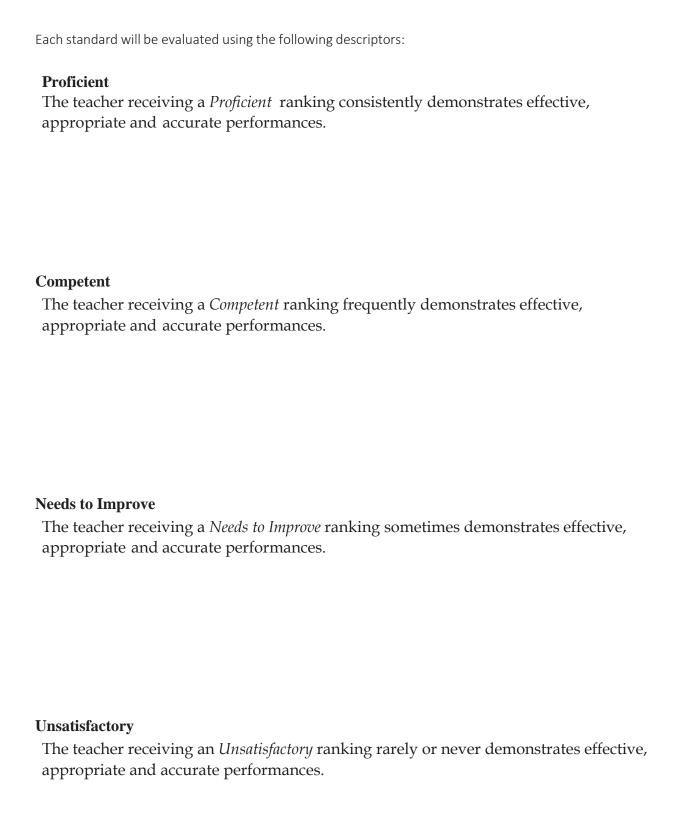
#### Education Code 44663 EC

### Written copy of assessment

- (a) Evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee not later than 30 days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. The certificated employee shall have the right to initiate a written reaction or response to the evaluation. This response shall become a permanent attachment to the employee's personnel file. Before the last school day scheduled on the school calendar adopted by the governing board for the school year, a meeting shall be held between the certificated employee and the evaluator to discuss the evaluation.
- (b) In the case of a certificated noninstructional employee, who is employed on a 12-month basis, the evaluation and assessment made pursuant to this article shall be reduced to writing and a copy thereof shall be transmitted to the certificated employee no later than June 30 of the year in which the evaluation and assessment is made. A certificated noninstructional employee, who is employed on a 12-month basis shall have the right to initiate a written reaction or response to the evaluation. This response shall become a permanent attachment to the employee's personnel file. Before July 30 of the year in which the evaluation and assessment takes place, a meeting shall be held between the certificated employee and the evaluator to discuss the evaluation and assessment.

(Amended by Stats. 1986, Ch. 393, Sec. 1.)

## **Evaluation Ranking**



## **Saugus Union School District**

## **OBSERVATION** (Page 1 of 2)

Rating must be given for N or U on observation

TeacherSchool		erSchool	Assignment			
Observation Date Time			Subject AreaPre Observation Date			
	Status					
		areas of focus Permanent Prob 2 P	rob 1 Femergency Femor	orary Intern PreIntern		
		N/A □Voluntary □Mandatory	Too I Emergency Erempe	stary <u>mi</u> tern <u>reintern</u>		
			NT 1 ( T NT T)	T (' ( ) TT		
Ka	ting	gs: Proficient = P Competent=C	Needs to Improve = $N$ U	Insatisfactory = <b>U</b>		
_			NOTES / COMMENTS:	PCNU		
	_	Engaging and Supporting All Students in Learning				
		2000	_			
		Using knowledge of students to engage them in learning				
	1.2	Connecting learning to students' prior knowledge,				
ne	13	backgrounds, life experiences, and interests Connecting subject matter to meaningful, real-life contexts				
0 p		Using a variety of instructional strategies, resources, and				
Standard One		technologies to meet students' diverse learning needs				
ano	1.5	Promoting critical thinking through inquiry, problem				
S		solving, and reflection				
	1.6	Monitoring student learning and adjusting instruction while				
		teaching				
			NOTES / COMMENTS:	PCNU		
		Creating and Maintaining Effective Environments for Student Learning				
		Environments for Student Learning	_			
	2.1	Promoting social development and responsibility within a				
		caring community where each student is treated fairly and				
		respectfully				
	2.2	Creating physical or virtual learning environments that				
0		promote student learning, reflect diversity, and encourage				
$\Gamma$		constructive and productive interactions among students				
ırd	2.3	Establishing and maintaining learning environments that a	re			
Standard Two	2.4	physically, intellectually, and emotionally safe				
taı	2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students				
0,	2.5	Developing, communicating, and maintaining high				
	2.3	standards for individual and group behavior				
	2.6	Employing classroom routines, procedures, norms, and				
		supports for positive behavior to ensure a climate in which				
		all students can learn				
	2.7	Using instructional time to optimize learning				
=			Notes / services	D 0 11 11		
_		Understanding and Organizing Subject Matter	NOTES / COMMENTS:	P C N U		
		for Student Learning	_			
	3.1	Demonstrating knowledge of subject matter, academic				
		content standards, and curriculum frameworks				
a	3.2	Applying knowledge of student development and				
hre	2.2	proficiencies to ensure student understanding of content	c c			
E	3.3	Organizing curriculum to facilitate student understanding the subject matter	OI			
Standard Three	3.4	Utilizing instructional strategies that are appropriate to the				
	J. <b>T</b>	subject matter				
	3.5		-			
		aligned instructional materials, including adopted material				
		to make subject matter accessible to all students				
	3.6	Addressing the needs of English learners and students with special	1			

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## **Saugus Union School District OBSERVATION** (Page 2 of 2)

_	Discourse Visit and Company Company	NOTES / COMMENTS:	PCNU	
	Planning Instruction and Designing Learning Experiences for All Students			
Standard Four	<ul> <li>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction</li> <li>4.2 Establishing and articulating goals for student learning</li> <li>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning</li> <li>4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students</li> <li>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students</li> </ul>			
	According Students for Learning	NOTES / COMMENTS:	PCNU	
Standard Five				
	Developing as a Professional Educator	NOTES / COMMENTS:	PCNU	
Standard Six	6.1 Reflecting on teaching practice in support of student learning. 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development. 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning. 6.4 Working with families to support student learning. 6.5 Engaging local communities in support of the instructional program. 6.6 Managing professional responsibilities to maintain motivation and commitment to all students. 6.7 Demonstrating professional responsibility, integrity, and ethical conduct.			
Comments/Teaching Targets:  I acknowledge that I have seen this evaluation and have been provided with suggestions where improvements in performance are indicated. I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a				
sta	atement in writing to accompany this form within twenty (20) ca	dendar days.		
Ev	valuatee Signature Date	Evaluator Signature	Date	

## Saugus Union School District SUMMATIVE (Page 1 of 2)

r	Teacher	School_	Assignment			
Dates of Formal Observations						
Status: Permanent Prob 2 Prob 1 Emergency Temporary Intern PreIntern						
PAR:						
	<b>Engaging and Supporting</b>	All Students in Learning		Rating:		
ne						
Standard One						
nda						
Sta						
	Creating and Maintainin	g Effective Environments for S	 tudent Learning	Rating:		
	_		_			
wo						
d T						
ıdaı						
Standard Two						
	Understanding and Orga	anizing Subject Matter for Stud	lent Learning	Rating:		
ree						
Standard Three						
darc						
tanc						
S						

Improvement of Instruction

## **SUMMATIVE** (Page 2 of 2)

	Planning Instruction and Designing Learning Experiences for All Students		Rating:	
یا				
Standard Four		L		
d F				
lar				
nud				
Sta				
	Assessing Students for Learning		Rating:	
4				
Standard Five		L		
d F				
lar				
and				
St				
	Developing as a Professional Educator		Rating:	
ix		L		
Standard Six				
dar				
an				
St				
	Comments/Commendations/Teaching Targets			
`	commenty commentations, reacting range to			
L Pos	genmended reampleyments Vec No No No			
Recommended reemployment: Yes No Recommended participation in PAR: Yes No No				
I acknowledge that I have seen this evaluation and have been provided with suggestions where improvements in performance are				
indicated. I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement				
in writing to accompany this form within twenty (20) calendar days.				
_				
E	Evaluatee Signature Date Evaluator Signature Date			

Improvement of Instruction

## **Alternative Evaluation Process (AEP)**

The goal of the Alternative Evaluation Process is to further expand and extend the Improvement of Instruction process. Teachers who have attained high levels of proficiency may be considered for participation in this process.

## **Eligibility**

- Teacher must have tenure during the last evaluation cycle.
- Teacher has a previous rating of proficient in all areas of last summative.

## **Process**

- Teacher and administrator mutually agree upon the AEP prior to the Professional Planning Conference.
- Teacher develops project plan that addresses selected teaching standards and completes the AEP project form.
- Teacher and administrator meet at the Professional Planning Conference to review the AEP form and mutually agree upon the project standards, goals and objectives.

## Evaluation

- Teacher completes AEP Project Summary form and meets with the administrator no later than April 20.
- Administrator completes the summative form.
- Teacher and administrator meet to discuss the summative in accordance with the Permanent Teacher Evaluation Schedule.

## **Teacher Alternative Evaluation Project**

Name		School			
Grade Level/Subject		Evaluation Year			
Check standards to be add	dressed:				
1. Engaging and Supporting All Students in Learning					
2. Creating and Ma	aintaining Effec	tive Environments for Student L	earning		
3. Understanding and Organizing Subject Matter for Student Learning					
4. Planning Instruction and Designing Learning Experiences for All Stude					
5. Assessing Student Learning					
6. Developing as a	Professional Ed	lucator			
Title of Project:					
Activities:					
Evidence:					
Products:					
Progress Check Dates ma	y include: class	room visits, demonstrations and	l/or conferences.		
 Evaluatee Signature	Date	 Evaluator Signature	Date		

Improvement of Instruction
– 19 –

## Saugus Union School District Teacher Alternative Evaluation Project Summary

Name	School
Grade Level/Subject	Evaluation Year
Reflect on your alternative evaluation	n project:
1. Describe how the project addresse	d teaching standard(s).
2. Outline how project has enhanced	learning
2. Cumic now project has chanced	rearring.
3. Discuss how the project can be ext	ended/refined to be even more effective in the future
_	an April 20 <sup>th</sup> . Gather evidence of student ted by your project as set forth in your proposal.

## California Standards for the Teaching Profession

#### Standard 1

#### **Engaging All Students**

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

#### Standard 2

## **Creating and Maintaining Effective Environments for Student Learning**

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

#### Standard 4

#### Planning Instruction and Designing Learning Experiences for All Students

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

The California Standards for
The Teaching Profession (CSTP)
are intended to provide a common
language and a vision of the scope and
complexity of the profession by which all
teachers can define and develop their practice.
The standards seek to serve and support
professional educators in fulfilling their
professional rules and responsibilities from
preservice teacher to experienced practitioner. The
standards are not set forth as regulations
to control the specific actions of teachers,
but rather to guide teachers as
they develop, refine, and
extend their practice.

#### Standard 5 Assessing Students for Learning

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

# Standard 3 Understanding and Organizing Subject Matter for Student Learning

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

#### Standard 6

## Developing as a Professional Educator

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

#### 1.1 Using knowledge of students to engage them in learning

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

- Know my students as people and as learners?
- · Understand reasons for behavior?
- Recognize atypical behavior in students?
- Build trust with students and foster relationships so that students can thrive academically?
- Adapt my teaching to reflect knowledge of my students?
- Differentiate instruction based on what I know about my students' strengths, interests, and needs?
- Get to know parents and connect with the community where I teach?
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests. As teachers develop, they may ask, "How do I..." or "Why do I..."
- Help students see the connections between what they already know and the new materials
- Connect classroom learning to students' life experiences and cultural backgrounds?
- Support all students to use first and second language skills to achieve learning goals?
- Open a lesson or unit to capture student attention and interest?
- Build on students' comments and questions during a lesson to extend their understanding?
- 1.3 Connecting subject matter to meaningful, real-life contexts. As teachers develop, they may ask, "How do I..." or "Why do I..."
- Establish a connection between subject matter and purpose for learning.
- Make connections between the subject matter and real life contexts?
- Seek feedback from students regarding relevance of subject matter to their lives?
- Engage all students in a variety of learning experiences that accommodate the different ways they learn?
- Provide opportunities for all students to acquire and practice skills in meaningful contexts?
- 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs. As teachers develop, they may ask, "How do I…" or "Why do I…"  $^{\prime\prime}$
- Select and utilize a range of instructional approaches to engage students in learning?
- Use a variety of strategies to introduce, explain, and restate subject matter concepts and processes so all students understand?
- Help all students learn, practice, internalize, and apply subject-specific learning strategies and procedures?
- Use differentiated instruction to meet the assessed learning needs of students and increase active participation in learning?

- Adapt materials and resources, make accommodations, and use appropriate assistive equipment and
  other technologies to support students' diverse learning needs?
- Utilize multiple types of technology to facilitate learning?
- Examine and use resources that minimize bias?

#### 1.5 Promoting critical thinking through inquiry, problem solving, and reflection.

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

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

## 1.6 Monitoring student learning and adjusting instruction while teaching.

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

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

Standard 1

**Engaging and Supporting all Students** 

Teachers know and care about their students in order to

engage them in learning. They connect learning to stu-

dents' prior knowledge, backgrounds, life experiences, and

interests. They connect subject matter to meaningful, real-

life contexts. Teachers use a variety of instructional strate-

gies, resources, and technologies to meet the diverse learn-

ing needs of students. They promote critical thinking

through inquiry, problem solving, and reflection. They

monitor student learning and adjust instruction while

teaching.

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully, as teachers develop, they may ask, "How do I..." or "Why do I..."
- Model and promote fairness, equity, and respect in a classroom atmosphere that values all individuals and cultures?
- Help all students accept and respect diversity in terms of cultural, religious, linguistic, and economic backgrounds; learning differences and ability; gender and gender identity; family structure and sexual orientation; and other aspects of humankind?
- Engage students in shared problem-solving and conflict resolution?
- Provide learning opportunities that encourage student-to-student communication with empathy and understanding?
- Develop students' leadership skills and provide opportunities to apply them?
- Create a classroom culture where students feel a sense of responsibility to and for one another?
- Help students to appreciate their own identities and to view themselves as valued contributors to society?
- Develop activities that support positive interactions among students and that help students get to know each other?
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students As teachers develop, they may ask, "How do I..." or "Why do I..."
- Arrange and adapt classroom seating to accommodate individual and group learning needs?
- Establish a stimulating, curriculum-rich learning environment that supports content learning and academic vocabulary development?
- Ensure that students develop an appreciation of diversity?
- Provide students access to resources, technologies, and comfortable workspaces?
- · Create an environment that promotes optimal learning for each student?
- Construct an equitable learning environment for all students?
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe as teachers develop, they may ask, "How do I..." or "Why do I..."
- Arrange the learning environment to facilitate positive and productive classroom interactions?
- Encourage, support, and recognize the achievements and contributions of all students?
- Encourage students to take risks and to express thoughtful and respectful opinions related to the topic or subject of discussion?
- Foster the development of each student's self-esteem?
- Create a safe, accessible learning environment for all students?
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students, as teachers develop, they may ask, "How do I..." or "How might I..."
- Establish a productive, achievement-oriented climate in my classroom?

- Set high expectations for all of my students?
- Motivate all students to initiate their own learning and strive for challenging learning goals?
- Provide all students opportunities to examine and evaluate their own work and to learn from the work
  of their peers?
- Ensure access to challenging and diverse academic content for all students?
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior, As teachers develop, they may ask, "How do I..." or "Why do I..."
  - Facilitate student participation in classroom decision-making?
    - Foster and support appropriate student behavior?
      - Collaborate with students, families, and communities to establish, maintain, and communicate standards for student behavior
        - Understand the underlying causes of student behavior, including developmental and individual needs, and utilize that knowledge in support of positive classroom conduct?
        - Work proactively to prevent and respond quickly to minimize behavioral issues?
        - Understand and respond to inappropriate behaviors in an efficient, fair, and equitable way?
        - Help all students learn to take responsibility for their own behavior and actions?
        - 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn

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

- involve all students in the development of classroom procedures and routines?
- Help students transition smoothly and efficiently from one instructional activity to the next?
- Apply knowledge of students' physical, social, cognitive, and emotional development to ensure that adequate time and support are provided for students to complete learning activities?
- Develop daily schedules, timelines, classroom routines, and norms that maximize learning?
- Connect district, site, and classroom procedures to promote a climate of faimess and respect for all students?
- Adapt routines, procedures, and norms to ensure the success of students with special needs?
- 2.7 Using instructional time to optimize learning. As teachers develop, they may ask, "How do I..." or "Why do I..."
- Organize instruction to optimize learning time?
- Pace instruction to accomplish learning goals?
- Re-direct students' off-task behavior to make the most of instructional time?
- Adjust instructional time so that all students remain engaged and challenged?
- Structure time for both independent and collaborative learning opportunities?
- Balance instructional, preparation, administrative, and managerial time?

Standard 2

Creating and Maintaining Effective Environments

for Student Learning

Teachers promote social development and responsibility within a

caring community where each student is treated fairly and re-

spectfully. They create physical or virtual learning environments

that promote student learning, reflect diversity, and encourage

constructive and productive interactions among students. They

establish and maintain learning environments that are physically,

intellectually, and emotionally safe. Teachers create a rigorous

learning environment with high expectations and appropriate

support for all students. Teachers develop, communicate, and

maintain high standards for individual and group behavior. They

employ classroom routines, procedures, norms, and supports for

positive behavior to ensure a climate in which all students can

learn. They use instructional time to optimize learning.

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks. As teachers develop, they may ask, "How do I..." or "Why do I..."
- Ensure that my subject matter knowledge is sufficient to support student learning?
- Continue to keep my subject matter knowledge current?
- Identify, understand, and teach the key concepts and underlying themes and relationships in the academic content standards and state curriculum frameworks?
- Integrate key concepts, themes, relationships, and connections across subject matter areas?
- Ensure that my knowledge of the subject matter incorporates different perspectives, appropriate to the discipline?
- Maintain and utilize current understanding of relevant content standards and frameworks?
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter. As teachers develop, they may ask, "How do I..." or "Why do I..."
- Apply my knowledge of human development and leaming theory to the unique students that I teach?
- Acquire understanding of my students' individual cognitive, social, emotional and physical development?
- Connect content being taught to students' prior knowledge and experiences?
- Build understanding of my English learners' levels of language acquisition in order to know how to best support their learning?
- Build understanding of my students with special needs in order to know how and when to differentiate instruction?
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter. As teachers develop, they may ask, "How do I..." or "Why do I..."
- Use my knowledge of student readiness to learn to organize, sequence, and enhance the curriculum?
- Apply my knowledge of the subject matter to organize curriculum, plan lessons and units, and select instructional strategies that demonstrate key concepts and their interrelationships?
- Organize subject matter to reveal and value different cultural perspectives?
- Incorporate subject or grade level expectations and curriculum frameworks in organizing subject matter?
- Utilize standards-aligned and/or adopted curriculum in ways that support student learning?
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter. As teachers develop, they may ask, "How do I..." or "Why do I..."
- Develop and use a repertoire of instructional strategies appropriate to the subject matter?
- Build on students' life experiences, prior knowledge, and interests to make subject matter relevant and meaning ful to students?
- Use effective instructional strategies and approaches to illustrate a concept and its connections within and across subject areas?

- Challenge all students to think critically in the subject area?
- Help all students develop enthusiasm for and a deep knowledge of the subject matter?
- Use strategies that make the depth and complexity of subject matter understandable to all students?
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students As teachers develop, they may ask, "How do I..." or "Why do I..."
  - Know the full range of materials, resources, and technologies provided by the school or district?
    - Select materials, resources, and technologies to support differentiated student learning of the subject matter?
    - Select and use learning materials and resources that reflect the diversity in my classroom?
    - Use technologies to convey key concepts in the subject matter?
    - Learn about and access new instructional resources to support student learning?
    - 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content. As teachers develop, they may ask, "How do I..." or "Why do I..."
    - Address the English Language Development (ELD) standards as they relate to my English learners' levels of language acquisition?
    - Address the Individual Education Plan (IEP) goals and objectives of my students with special needs?
  - Select materials, resources, and technologies to support subject matter instruction of my English learners and students with special needs?
- Ensure access to the critical concepts and themes in the academic content standards and state curriculum frameworks for students at various levels of English proficiency and for students with special needs?

#### Standard 3

## **Understanding and Organizing Subject Matter for Student Learning**

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

- **4.1** Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction. As teachers develop, they may ask, "How do I..." or "Why do I..."
- Incorporate students' prior knowledge and experience in my curriculum and instructional planning?
- Use knowledge of my students' lives, their families, and their communities to inform my planning
  of curriculum and instruction?
- Use knowledge of my students' individual cognitive, social, emotional, and physical development to plan instruction and make appropriate adaptations to meet students' unique needs?
- Plan lessons and units that promote access to academic content standards for all students?
- Use knowledge of my English learners' levels of language proficiency to plan instruction that supports their subject matter learning and academic language development?
- Use knowledge of my students' diverse learning needs to plan instruction that supports their learning?
- 4.2 Establishing and articulating goals for student learning. As teachers develop, they may ask, "How do I..." or "Why do I..."
- Build on the strengths, interests, and needs of all students to establish high expectations for learning?
- Establish long-term and short-term goals that are based on academic content standards and reflect students' strengths, interests, and needs?
- Determine learning goals that address all students' language abilities and diverse learning needs?
- Establish learning goals that address school, district, and community expectations?
- Work with students and families to establish learning goals?
- Develop goals that prepare students for successful transition to their next learning environment?
- Communicate clear, challenging, and achievable expectations for students?
- 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning. As teachers develop, they may ask, "How do I..." or "Why do I..."
- Design an instructional program that considers the long-term and the short-term?
- Use assessment results for long-term and short-term planning?
- Incorporate diverse subject matter perspectives in my planning?
- Select and sequence instructional strategies appropriate to the complexity of the lesson content and to student learning needs?
- Plan an instructional program that supports students' second language learning and diverse learning needs?

- Incorporate my professional expertise and knowledge of my students into a prescribed curriculum, pace, and district assessment calendar?
- Collaborate with colleagues to make instructional decisions?
- Design instruction so that students participate in setting and achieving their individual learning goals?

4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students. As teachers develop, they may ask, "How do I..." or "Why do I..."

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

4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students. As teachers de-

velop, they may ask, "How do I ... " or "Why do I ... "

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

Standard 4

Planning Instruction and Designing Learning

**Experiences for All Students** 

Teachers use knowledge of students' academic readiness, lan-

guage proficiency, cultural background, and individual develop-

ment to plan instruction. They establish and articulate goals for

student learning. They develop and sequence long-term and short

-term instructional plans to support student learning. Teachers

plan instruction that incorporates appropriate strategies to meet

the diverse learning needs of all students. They modify and adapt

instructional plans to meet the assessed learning needs of all

students.

## 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments. As teachers develop, they may ask, "How do I..." or "Why do I..."

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

## 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction. As teachers develop, they may ask, "How do I..." or "Why do I..."

- Keep a continuous and comprehensive record of group and individual achievement?
- Select, design, and use assessment tools appropriate to what is being assessed?
- Collect, select, and reflect upon evidence of student learning?
- Work with families to gather information about all students and their learning?
- Use standardized tests, diagnostic tools, and developmental assessments to understand student progress?
- Use a range of assessment strategies to implement and monitor individualized student learning goals (including IEP goals)?
- Assess student behavior to support learning?
- Interpret data based on how an assessment is scored and what results it reports?

## 5.3 Reviewing data, both individually and with colleagues, to monitor student learning. As teachers develop, they may ask, "How do I..." or "Why do I..."

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

## 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction. As teachers develop, they may ask, "How do I..." or "Why do I..."

- Draw upon assessment data to support development of learning goals?
- Review and revise learning goals with students over time?
- Ensure that student learning goals reflect key subject matter concepts, skills, and applications?
- Use informal assessments to adjust instruction while teaching?

- Use multiple sources of assessment to measure student progress and revise instructional plans?
- Work to differentiate goals and plans based on assessed needs of my diverse learners?
- Address the specific needs of English learners and students with special needs as I use assessments to inform my instruction?

## 5.5 Involving all students in self-assessment, goal setting, and monitoring progress. As teachers develop, they may ask, "How do I..." or "Why do I..."

Standard 5

Assessing Students for Learning

Teachers use knowledge of students' academic readiness, lan-

guage proficiency, cultural background, and individual develop-

ment to plan instruction. They establish and articulate goals for student learning. They develop and sequence long-term and short

-term instructional plans to support student learning. Teachers

plan instruction that incorporates appropriate strategies to meet

the diverse learning needs of all students. They modify and adapt

instructional plans to meet the assessed learning needs of all

students.

- Make assessment integral to the learning process?
  - Make assessment an interactive process between teacher and student?
    - Model self-assessment strategies for all students?
    - Develop and use tools and guidelines that help all students assess their work and monitor their learning goals?
    - Provide opportunities for all students to engage in peer discussion and reflection of their work?
    - Provide opportunities for all students to demonstrate and reflect on their learning inside and outside of the classroom?
    - 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning. As teachers develop, they may ask, "How do I..." or "Why do I..."
    - Become familiar with and select technology resources that support assessment practices?
  - Use technology to analyze student learning and inform instruction?
- Use appropriate technology resources to communicate students' learning to students and their families?

## 5.7 Using assessment information to share timely and comprehensible feedback with students and their families. As teachers develop, they may ask, "How do I..." or "Why do I..."

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

## 6.1 Reflecting on teaching practice in support of student learning. As teachers develop, they may ask, "How do I..." or "Why do I..."

- Assess my growth as a teacher over time?
- Learn about teaching as I observe and interact with my students?
- Reflect on my instructional successes and dilemmas to move my practice forward?
- · Analyze my teaching to understand what contributes to student learning?
- Formulate professional development plans that are based on my reflection and analysis?
- Develop awareness of potential bias that might influence my teaching or affect student learning?

# 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development. As teachers develop, they may ask, "How do I..." or "Why do I..."

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

## 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning. As teachers develop, they may ask, "How do I..." or "Why do I..."

- Collaborate with teachers, administrators, education specialists, paraeducators, and staff to ensure
  that all students' diverse learning needs, interests, and strengths are met?
- Remain receptive to the feedback of colleagues, mentors, and supervisors in support of my teaching practice and student learning?
- Support school and district goals and priorities?
- · Contribute to school-wide events, activities, and decision-making?
- Establish and maintain productive relationships with other school staff to become a visible and valued member of the school and district communities?
- Contribute to the learning of other educators?
- Benefit from and contribute to professional organizations to improve my teaching?
- Benefit from and add to the knowledge base of the profession?

## 6.4 Working with families to support student learning. As teachers develop, they may ask, "How do I..." or "Why do I..."

• Value and respect students' families and appreciate their role in student learning?

- Develop an understanding of families' racial, cultural, linguistic, and socioeconomic backgrounds?
- Engage families as sources of knowledge about students' strengths, interests, and needs in support
  of their learning and personal growth and development?
- Present the educational program to all families in a thorough and comprehensible fashion?
- Provide opportunities for all families to participate in the classroom and school community?

## 6.5 Engaging local communities in support of the instructional program. As teachers develop, they may ask, "How do I..." or "Why do I..."

- Increase my understanding of the cultures and dynamics of my students' communities?
- Value and respect the students' communities and appreciate the role of community in student learning?
- Promote collaboration between school and community?
- Identify and draw upon school, district, and local community social service resources to benefit students and their families?
- Seek out and use additional resources from the local community and businesses to support student learning?
- Provide my students with community-based experiences that support their learning?

# 6.6 Managing professional responsibilities to maintain motivation and commitment to all students. As teachers develop, they may ask, "How do I..." or "Why do I..."

- Challenge myself intellectually and creatively throughout my career?
- Find support and develop strategies to balance professional responsibilities with my personal needs?
- Manage stress and maintain a positive attitude with students and colleagues?
- Address the complications and challenges of teaching?
- Identify sources of engagement and renewal in my professional work?

## 6.7 Demonstrating professional responsibility, integrity, and ethical conduct. As teachers develop, they may ask, "How do I..." or "Why do I..."

- Remain informed of, understand, and uphold the professional codes, ethical responsibilities, and legal requirements applicable to the profession?
- Contribute to school and student success by being knowledgeable of learning goals, standards, and objectives established by relevant national, state, and local organizations and stakeholders?
- Meet my professional obligations to implement school, district, state, and federal policies and guidelines?
- Extend my knowledge about my professional and legal responsibilities for students' learning, behavior, and safety?
- Maintain professional conduct and integrity in the classroom and school community?
- Interact appropriately with students and families outside the classroom?
- Demonstrate my professional obligations to students, colleagues, school, and the profession?

#### Improvement of Instruction

Standard 6

Developing as a Professional Educator

Teachers reflect on their teaching practice to support student

learning. They establish professional goals and engage in contin-

uous and purposeful professional growth and development. They

collaborate with colleagues and engage in the broader profession-

al community to support teacher and student learning. Teachers

learn about and work with families to support student learning.

They engage local communities in support of the instructional

program. They manage professional responsibilities to maintain

motivation and commitment to all students. Teachers demon-

strate professional responsibility, integrity, and ethical conduct.



## **Saugus Union School District**

### ACADEMIC AND PERSONAL SUCCESS FOR EVERY CHILD

RESPECT | INTEGRITY | LEARNING | TEAMWORK | ENTHUSIASM

### **Peer Assistance and Review Program**

Board Adopted: June 1, 2004 Revised: June 1, 2016

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#### **SECTION 1: PROGRAM GOAL**

The Peer Assistance and Review Program exists in order to improve teaching and learning in the Saugus Union School District.

The Peer Assistance and Review Program will provide support and assistance to teachers in the district.

The program shall expect and strongly encourage a cooperative relationship between the consulting teacher and the principal with respect to the process of peer assistance and review.

The Peer Assistance and Review Program will work in coordination with the BTSA/Induction Program. A consulting teacher may serve as a support provider for the BTSA/Induction Program.

#### **SECTION 2: PROGRAM GUIDELINES**

The Saugus Union School District offers two support programs for its new and non-tenured teachers; BTSA/Induction and Peer Assistance and Review (PAR). At any given time, a teacher will be eligible to participate in only one support program.

Non-tenured teachers who are not eligible to participate in the BTSA/Induction Program shall participate in PAR depending on funding, space availability and individual need.

Teachers will participate in PAR according to the following guidelines:

- Those who receive an "unsatisfactory" rating in instructional strategies, classroom management, and/or student progress on the summative evaluation must participate in PAR;
- Those who receive two consecutive "needs improvement" ratings on the summative evaluation in any one of the three areas outlined above must participate in PAR;
- Those who receive a "needs improvement" rating in any one of the three areas outlined above will be recommended by the principal to participate in PAR;
- Others may volunteer to participate in PAR.

The District will ensure that the PAR Program aligns with the teacher evaluation process and the "Improvement of Instruction" Handbook.

The Panel will review and restructure the PAR Program and document as needed with the approval of the District and the Saugus Teachers Association. Caseload adjustments will be reviewed by the PAR panel as necessary by February 1 of each year.

#### **SECTION 3: PEER REVIEW PANEL**

- I. The Peer Review Panel (PRP) is responsible for governance of the PAR Program including, but not limited to:
  - A. Recruiting, selecting and monitoring of consulting teachers;
  - B. Conducting informational meetings;
  - C. Receiving PAR program referrals;
  - D. Matching consulting teachers and participating teachers;
  - E. Receiving and reviewing consulting teacher reports and recommendations;
  - F. Preparing recommendations to the Board regarding PAR program participants; G. Evaluating the operation of the PAR program, the effectiveness of the consulting teachers, and making recommendations for program improvement.
- II. The Peer Review Panel Members
  - A. The PRP shall include an Assistant Superintendent, one school principal, and three (3) teachers.
  - B. The school principal and Assistant Superintendent on the PRP shall be appointed by the District.
  - C. The teachers of the PRP shall be selected and appointed by the Saugus Teachers Association which represents classroom teachers in the Saugus Union School District.
- III. No member of the PRP will participate in a Panel action affecting individuals they supervise or under circumstances where their participation in that Panel action would be construed as a conflict of interest.
- IV. The District Office shall provide administrative support to the PRP including, but not limited to, the following:
  - A. Scheduling of meetings;
  - B. Preparation of meeting agendas, meeting minutes, reports, correspondence, surveys and other materials;
  - C. Coordination and distribution of materials among PRP, participating teachers, consulting teachers, principals, Personnel Department, Board and others;
  - D. Coordination of PAR program processes including CT selection, PRP selection and PAR program evaluation;
  - E. Maintenance of PRP files and records of the PAR Program.
- V. The Peer Review Panel members shall select, a Chair who will:
  - A. Preside at PRP meetings;

- B. Provide oversight and direction for administrative processes;
- C. Present PRP recommendations to Board
- D. Present PRP program evaluation to Board and Saugus Teachers Association.

#### VI. PRP Timelines:

#### PRP will:

- A. May/June: Receive PAR Program referrals
- B. June/July/August: Receive PAR Program referrals (new teachers); assign participating teachers to consulting teachers and notify Personnel Office of assignments.
- C. August/September: Consulting Teacher Orientation
- C. December/January Coordinate with Saugus Teachers Association and District on selection of PRP members and develop a plan for PAR Program evaluation process. D. January: Conduct mid-year forum for PRP members and consulting teachers to evaluate program operation and address/or resolve any concerns/issues.
- E. April/May: Receive and review final PAR reports and recommendations from consulting teachers; prepare report for Board.
- F. May/June: Report recommendations to Board; present PAR Program evaluation to Board and Saugus Teachers Association; recruit and select consulting teachers; schedule training for consulting teachers and PRP members.

#### **SECTION 4: CONSULTING TEACHERS**

- I. Eligibility: Consulting teachers provide collegial support and assistance to teachers participating in the Peer Assistance & Review Program. Classroom teachers who meet the following eligibility criteria are encouraged to apply to become PAR Program Consulting Teachers:
  - A. A minimum of six (6) years' experience as a teacher;
  - B. Permanent teaching status with Saugus District;
  - C. Experience with a variety of grade levels; preferably in both primary and upper grades
  - D. Consulting teacher candidates may be provided with a situation (e.g., written scenario or videotaped lesson) highlighting a teacher's need for support in the areas of instructional strategies, student progress and/or classroom management and asked to develop goals and a support plan to assist that teacher.
    - E. Demonstrate ongoing commitment to professional development.
- II. Application Process: Consulting teacher applicants must submit the following application materials in accordance with the timelines and procedures established by the Peer Review Panel:
  - A. Recommendation from a teacher who has less than 5 years of experience;
  - B. Recommendation from a teacher who has more than 5 years of experience;
  - C. Recommendations from two administrators within Saugus Union School District:
  - D. Consulting teacher candidates may be provided with a situation (e.g., written scenario or videotaped lesson) highlighting a teacher's need for support in the areas of instructional strategies, student progress and/or classroom management and asked to develop goals and a support plan to assist that teacher.

#### III. Selection Process:

- A. The PAR Program Peer Review Panel (PRP) will receive, review and rank applications.
- B. The PRP may conduct classroom observations of consulting teacher candidates.
- C. The PRP will conduct interviews with consulting teacher candidates.
- D. The PRP will select consulting teachers and submit the list of selected consulting teachers to the Board for approval.
- IV. Consulting teachers will serve a two (2) year term, with a maximum of two (2) consecutive terms.

- V. Consulting teachers should not be part of the site leadership team or hold the title of head teacher, primary or upper grade learning specialist. Exceptions may be made if the demand for consulting teachers cannot otherwise be met. Exceptions are at the discretion of the PRP.
- VI. Consulting teachers may serve as a support provider for the BTSA/Induction Program.
- VII. Consulting teachers will maintain equitable caseloads that provide effective service to participating teachers.
- VIII. Consulting teachers' site assignments will be determined with input from the consulting teacher, site principal, and Assistant Superintendent.
- IX. Consulting teachers will receive \$1,000 per assigned teacher per year and will be limited to a maximum of four assigned teachers annually.

#### **MANDATORY TRAINING/MEETINGS:**

- 1. Consulting Teacher Orientation Meeting/Coaching Training (Aug. Full Day): Expectations of Program, Timelines, Forms, Effective Coaching and Support Strategies; How to Work with a Struggling Teacher.
- 3. Fall Review (Nov.): Check-In
- 3. Mid-Year Review (Jan.): Bring Goal Forms, Discuss Progress
- 4. Spring Review (Mar.): Check-In

#### **SECTION 5: PLACEMENT PRIORITIES**

- I. The Saugus Union School District's Peer Assistance & Review (PAR) Program provides service to participating teachers according to the following service priorities: A. First priority will be given to permanent teachers who have received an "unsatisfactory" rating or two consecutive "needs improvement" ratings in the area(s) of instructional strategies, classroom management and/or student progress on the summative evaluation.
  - B. Second priority will be given to non-tenured teachers who are not eligible for the BTSA/Induction Programs (dependent on funding).
  - C. Third priority will be given to teachers who are recommended to participate based on having received one "needs improvement" rating in the area of instructional strategies, classroom management and/or student progress on the summative evaluation (dependent on funding).
  - D. Fourth priority will be given to other teachers who volunteer to participate on a space available basis (dependent on funding).
- II. Permanent teachers participating in PAR will be provided with a list of available consulting teachers and asked to prioritize the individuals with whom they would prefer to work. The Peer Review Panel will consider these preferences when assigning consulting teachers to participating teachers.

#### **SECTION 6: SUPPORT PROCESS FOR MANDATORY PARTICIPATION**

#### **Permanent Teachers**

- I. A permanent teacher will be referred for mandatory participation in PAR based upon either of the following circumstances:
  - A. The teacher receives an "unsatisfactory" rating in the area of instructional strategies (Standards 1, 3 and 4), classroom management (Standard 2) and/ or student progress (Standard 5) on the summative evaluation issued in May or;
  - B. The teacher has received two consecutive "needs improvement" ratings in the area of instructional strategies (Standards 1, 3 and 4), classroom management (Standard 2) or student progress (Standard 5) on the summative evaluation issued in May.

#### II. Referral Process

- A. To initiate the referral into PAR, the principal will complete the PAR Participation Form and forward it to Human Resources. The Human Resources Department will forward the Form to the Peer Review Panel.
- B. Prior to the beginning of the school year, the PRP will assign consulting teachers to support each participating teacher and route a "Notification of PAR Assignment" form to the participating teacher, consulting teacher, principal, and Personnel office. In assigning consulting teachers, the PRP will consider the preferences indicated by the participating teacher.

#### III. Consulting Teacher Support

- A. Initially, the consulting teacher shall conduct an introductory visit with the participating teacher during which the consulting teacher will introduce himself/herself, explain the PAR program and schedule the initial observation. The consulting teacher will also make contact with the principal.
- B. The consulting teacher will conduct an observation of the participating teacher and meet with the participating teacher to discuss the observation and establish performance goals.
- C. The consulting teacher will develop the PAR Performance Goals and Support Plan with the participating teacher. The Plan shall include observations and meetings between the consulting teacher and the participating teacher (See J. Expectations).
   D. The consulting teacher will meet with the principal and participating teacher to review the PAR Performance Goals and Support Plan. Copies of the Plan will be provided to the participating teacher and principal by mid-October.
- E. In accordance with the timelines established by district policy, the principal will conduct a Professional Planning Conference with the participating teacher. The PAR

- Performance Goals and Support Plan developed by the consulting teacher will be incorporated into the Professional Goals developed by the teacher.
- F. The principal and consulting teacher will function in a collaborative and cooperative relationship with ongoing communication to support the participating teacher.
- G. The consulting teacher will schedule a meeting with the participating teacher and principal to review progress and update the Plan as necessary.
- H. Prior to January 31, the consulting teacher will schedule a meeting with the participating teacher and principal to review progress towards the goals set forth in the PAR Performance Goals and Support Plan.
- I. During April, the consulting teacher will prepare the Final Report of PAR Participation, including a recommendation that the participating teacher either exit or remain in the PAR program for up to one additional academic year.
- J. The consulting teacher will submit the Final Report of PAR Participation to the Peer Review Panel. The PRP will send two (2) copies of the Final Report to the principal. The principal will have the participating teacher sign both copies of the Report. One copy of the Report will remain with the participating teacher and the other will be forwarded to the Human Resources Department for placement in the participating teacher's personnel file.
- K. The results of the participating teacher's participation in the PAR program, as reflected in the Final Report, will be incorporated into the participating teacher's Summative Evaluation.
- L. The consulting teacher will continue providing support and attending scheduled meetings through the end of academic year. M. Expectations: i Observations: 1 Full Instructional Day; 3-5 lessons ii Class Visitations: 2-4 visits to exemplary classes
- iii Communication w/ Participating Teacher: 2 times per month via email, phone, and/or face-to-face.
- iv Communication with Principal: Month

#### **SECTION 7: SUPPORT PROCESS FOR MANDATORY PARTICIPATION**

#### **New Teachers**

- I. Determination of Eligibility to Participate in PAR
  - A. Each new teacher hired by the District will receive eligibility information about available teacher support programs.
  - B. The District will confirm eligibility and participation in the appropriate support program and notify the new teacher and the principal.

#### II. Enrollment in PAR

A. The Panel will prepare a PAR Participation list and forward it to consulting teachers, Human Resources Department and Curriculum/Instruction Department.

#### III. Consulting Teacher Support

- A. Initially, the consulting teacher shall conduct an introductory visit with the participating teacher during which the consulting teacher will introduce himself/herself, explain the PAR program and schedule the initial observation. The consulting teacher shall also make contact with the principal.
- B. The consulting teacher will conduct an observation of the participating teacher and meet with the participating teacher to discuss the observation and establish performance goals.
- C. The consulting teacher will develop the PAR Performance Goals and Support Plan with the participating teacher and principal. The Plan shall include observations and meetings between the consulting teacher and the participating teacher.
- D. In accordance with the timelines established by district policy, the principal will conduct a Professional Planning Conference with the participating teacher. The PAR Performance Goals and Support Plan developed by the consulting teacher will be incorporated into the Professional Goals developed for the teacher.
- E. The principal and consulting teacher will have ongoing communication and function in a collaborative and cooperative relationship to support the participating teacher. F. The consulting teacher will schedule a meeting with the participating teacher and principal to review progress and update the Plan as necessary.
- G. Prior to January 31, the consulting teacher will schedule a meeting with the participating teacher and principal to review progress towards the goals set forth in the PAR Performance Goals and Support Plan.
- H. During April, the consulting teacher will prepare and submit the Final Report of PAR Participation to the participating teacher, principal and PRP. If the

- participating teacher has not attained tenure, the Final Report will include a recommendation that the participating teacher exit or remain in PAR.
- I. The consulting teacher will continue providing support and attending scheduled meetings through the end of the academic year. J. Expectations:
  - i Observations: 1 Full Instructional Day; 1-2 lessons ii Class Visitations: 1-2 visits to exemplary classes
  - iii Communication w/ Participating Teacher: 2 times per month via email, phone, and/or face-to-face.
  - iv Communication with Principal: Monthly

#### SECTION 8: SUPPORT PROCESS FOR VOLUNTARY PARTICIPATION

I. Eligibility: Teachers may volunteer to participate in the Peer Assistance & Review Program. Voluntary participation is initiated by the teacher, but may be the result of a recommendation by the principal.

#### II. Voluntary Enrollment in PAR

- A. To initiate voluntary participation, the participating teacher must complete the PAR Participation Form and submit it to the Peer Review Panel (PRP).
- B. Prior to the beginning of the school year, the PRP will assign consulting teachers subject to availability, considering the preferences indicated by the participating teachers. The PRP will route a "Notification of PAR Assignment" form to the participating teacher, consulting teacher, and principal.
- C. Voluntary participants in the PAR program will normally remain in the program for one academic year. Voluntary participants may exit the program sooner by filing a written notice of intent to exit at least 30 days prior to the intended exit date.
- D. Voluntary participants wishing to remain in the program for more than one academic year must resubmit the PAR Participation Form.

#### III. Consulting Teacher Support

- A. Initially, the consulting teacher shall conduct an introductory visit with the participating teacher during which the consulting teacher will introduce himself/herself, explain the PAR program, and schedule the initial observation.
- B. The consulting teacher will conduct an observation of the participating teacher and meet with the participating teacher to discuss the observation and establish performance goals.
- C. The consulting teacher and participating teacher will mutually develop the PAR Performance Goals and Support Plan for the participating teacher. The Plan shall include regularly scheduled observations and meetings between the consulting teacher and the participating teacher.
- D. In accordance with the timelines established by district policy, the principal will conduct a Professional Planning Conference with the participating teacher. At this meeting, the participating teacher will present the PAR Performance Goals and Support Plan for incorporation into the Professional Goals developed by the teacher.
- E. Throughout the support period, the consulting teacher will meet with the participating teacher to review the progress towards the goals established for the academic year.
- F. At the conclusion of the academic year, the consulting teacher and participating teacher will jointly prepare the Final Report of PAR Participation.

- G. The consulting teacher will submit the Final Report to the Peer Review Panel. The PRP will forward the report to the participating teacher.
- H. The participating teacher, at his/her discretion, may share the Final Report with the principal.
- I. The participating teacher, at his/her discretion, may request that the Final Report be placed in his/her personnel file.
- J. Expectations:
  - i Observations: 1 Full Instructional Day; 1-2 lessons
  - ii Class Visitations: 1-2 visits to exemplary classes
  - iii Communication w/ Participating Teacher: 2 times per month via email, phone, and/or face-to-face.

### Saugus Union School District Peer Assistance and Review Program (PAR) GOAL SETTING AGREEMENT

between

Date
Date
ng Teacher Goldenrod – referring principal 401 PAR (12/00)

# SAUGUS UNION SCHOOL DISTRICT PEER ASSISTANCE REVIEW PROGRAM (PAR)

#### **Final Report of PAR Participation**

Teacher	School	l		Assig	gnment	
	Standard One:		Progress Tow	ards Goals	<b>:</b> :	
ENGAGING & SV	UPPORTING ALL STUDI LEARNING	ENTS IN				
	Standard Two:					
	: MAINTAINING EFFECT FOR STUDENT LEARNII					
	Standard Three:					
	NG & ORGANIZING SUI OR STUDENT LEARNIN					
	Standard Four:					
	NSTRUCTION & DESIGN ERIENCES FOR ALL STU					
	Standard Five:					
ASSESSIN	G STUDENT LEARNIN	NG				
Recommendation:	Continue in PAR	Mandato	ry Volu	intary	New Teacher Year Two	Exit
Signature of Participating Teacher D		Date	Signature of Consulting Teacher			Date
Copies to: Participa	ting Teacher and Personne	l Office				535 AI.PAR 090