



**NUESTRO ELEMENTARY SCHOOL DISTRICT
CERTIFICATED COLLECTIVE BARGAINING
AGREEMENT
WITH THE
NUESTRO TEACHERS ASSOCIATION
CTA/NEA**

Effective July 1, 2021 – June 30, 2024

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Article 1 - Agreement

1. This Agreement is made and entered into by and between the Board of Trustees of the Nuestro Elementary School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the “District” and the Nuestro Teachers Association, CTA/NEA, the certificated employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the “Association.”
2. This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code which shall be referred to as the “EERA.”
3. Any individual contract between the District and a unit member shall be subject to and consistent with the terms and conditions of this Agreement.
4. This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024.

Article 2 - Recognition

1. The District recognizes the Association as the exclusive representative of all certificated employees excluding the following: management, confidential, and supervisory employees.
2. The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit unless agreed to in writing by the District and the Association.

Article 3 - Definitions

1. "District" is the Nuestro Elementary School District, its Board of Trustees, Administration, and other designated representatives.
2. "Association" means the Nuestro Teachers Association, CTA/NEA, its officers, and representatives. The Association is the exclusive representative of the certificated bargaining unit in the District.
3. "Immediate Supervisor" means the unit member's administrator who is employed by the District, and has direct responsibility for supervising the Unit Member.
4. "Unit Member" means any certificated employee of the District who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
5. "Day" means days the main district office is open for business.
6. "Duty Day(s)" means day(s) during which unit members are required by contract to render service.
7. "Instructional Day(s)" means any day(s) pupils are present for instruction.
8. "Pupil-Free Day" means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.
9. "Paid Leave of Absence" means that 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 other certificated assignment which she/he enjoyed immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during her/his leave.
10. "Unpaid Leave of Absence" means that a unit member shall be entitled to the same benefits accorded unit members who are on paid leave, excluding wages and health and welfare benefits.
11. "Immediate Family" means any spouse, registered domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), and any person living in the household of the unit member.
12. "Dependent" means any spouse, registered domestic partner, or other person for which the unit member has physical or legal custody. Age limits and other requirements such as college attendance for children are defined here as a full-time student to age twenty-five (25), otherwise to age nineteen (19).

13. “Daily Rate of Pay” means the unit member’s annual scheduled salary divided by the number of duty days required by the Agreement.
14. “Hourly Rate of Pay” means the daily rate of pay divided by seven and one-half (7.5) hours.
15. “Site” means a building or location where unit members work.

Article 4 - Negotiations Procedure

A. Successor Agreement

1. No later than the month of March of the year in which this Agreement expires, the Association and District shall submit their initial proposals to each other for a successor Agreement. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.

B. Contract Reopeners

1. No later than the month of March of each year of this Agreement, the parties shall submit their initial proposals to each other. The parties may each open Salary, Health and Welfare Benefits, and three (3) additional issues/articles each year for the purposes of reopeners. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.
2. The parties shall commence to meet and negotiate on reopeners or a successor Agreement beginning no later than fifteen (15) days after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them.
3. Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall provide a copy of the Agreement to each bargaining unit member and two (2) copies to the Association. The District shall give a copy of the Agreement to any new bargaining unit members it hires during the term of the Agreement.

Article 5 - Maintenance of Standards

1. The District shall not reduce or eliminate any benefits or professional advantages, within the scope of negotiations, which were enjoyed by unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.
2. This Agreement shall supersede any rules, regulations, or practices of the District, except as provided in section 5.1 above, which are, or may in the future be, contrary to or inconsistent with the express terms of this Agreement.
3. The parties shall administer this Agreement, all its terms, and the work rules which implement this Agreement with uniform application and effect. The parties shall treat all bargaining unit members equally in the interpretation of this Agreement, its terms, and the work rules which implement this Agreement.

Article 6 - Non-Discrimination

1. The District and Association are aware of and acknowledge the following state and federal statutes prohibiting discrimination: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, Public Law No. 101-336, Education Code sections 212.5, 212.6, and Government Code section 3543.5. Further, the District and Association are aware and acknowledge that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, age, physical disability, marital status, economic status, political affiliation, domicile, membership or non-membership in an employee organization, participation or non-participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement. The remainder of this article represents the agreement between the District and Association to implement the prohibitions delineated herein. Further, nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.
2. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

Article 7 - Savings

1. If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
2. It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

Article 8 - Statutory Changes

1. Improvements in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.
2. Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this Agreement shall apply.

Article 9 - Management Rights

1. All of the rights, powers, and/or authority which the District lawfully exercised prior to the execution of this Agreement shall be retained and remain in full force and effect, except as to those rights, powers and authority that are expressly modified, abridged, and/or waived by this Agreement.

Article 10 - Grievance Procedure

A. Definitions

1. A “grievance” is a claim by one or more unit members or the Association there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
2. The “grievant” is the unit member, unit members, or the Association making the claim.
3. A “party in interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. A “day” is any duty day in which the grievant is required by contract to render service.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that 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.

C. Procedure

1. Level One – Informal Meeting with Immediate Supervisor/Superintendent
 - a. In initiating the grievance procedure, the grievant shall present the grievance orally to the immediate Supervisor / Superintendent. The immediate Supervisor / Superintendent shall hold a personal conference within seven (7) days after the grievant’s request and an attempt shall be made to settle the grievance in an informal manner.
 - b. In the event the grievant is not satisfied with the disposition of the informal meeting, the grievant shall have the right within seven (7) days after the informal meeting date to present the grievance in writing to the Superintendent at Level Two.
2. Level Two – Formal Written Grievance to the Superintendent
 - a. A grievance shall be presented in writing to the Superintendent using the grievance form, with a copy simultaneously provided to the Association. The Superintendent shall meet with the grievant(s) within seven (7) days of receipt of the grievance. The Superintendent shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within seven (7) days of such meeting. See Appendix C.

- b. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within seven (7) days of such meeting or seven (7) from the date of presentation of the grievance, the grievance may be appealed to Level Three, with a copy simultaneously provided to the Association.

3. Level Three - Mediation

- a. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.
- b. The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.
- c. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. The agreement shall be non-precedential and shall constitute a settlement of the grievance.
- d. In the event that the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to Level Four, so long as the delay has not been caused in part by the mediator, association, or grievant.

4. Level Four - Appeal to the Board of Trustees

- a. If the grievant and/or the Association are not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions in Level Three, the grievance shall be referred to the Board of Trustees to be heard in an open or closed session meeting, as decided by the grievant, following proper legal notification of the Board meeting agenda.
- b. The grievant/and or an Association representative shall be permitted to present information to the Board of Trustees during open session. The Board of Trustees shall provide a written disposition of the grievance to the grievant, and simultaneously to the Association, no later than seven (7) days following the Board of Trustee meeting.
- c. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred from the Board of Trustees as specified above, the Association may appeal to Level Five.

5. Level Five - Binding Arbitration

a. If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay one half (1/2) of any charges required by the American Arbitration Association for services rendered.

b. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an 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 or other remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.

c. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. Any employee of the District shall receive released time as requested by either party. All other costs, except for released time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

6. Time Limits

a. Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

1) Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.

2) In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms the District or a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

7. Rights of Representation

A grievant may be represented at all stages of the grievance by an Association representative(s).

8. No Reprisals

No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

9. Miscellaneous

- a. The Association, either in its own behalf or in behalf of a unit member(s) may initiate a grievance at Level One.
- b. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
- c. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
- d. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- e. Upon mutual agreement of the Association and the District, a grievance may be taken directly to the Board of Trustees or arbitration.
- f. A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written Agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

10. Expedited Arbitration

- a. At the option of the Association, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

Article 11 —Dues Deduction

- A. The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.
- B. The written authorization shall remain in effect until expressly revoked in writing by the employee, pursuant to the terms of the written authorization. Whenever there is a change in the amount required for the payment to the organization, the employee organization shall provide the employee with adequate and necessary data on the change at a time sufficiently prior to the effective date of the change. The employee organization shall provide the public school employer with notification of the change at a time sufficiently prior to the effective date of the change to allow the employer an opportunity to make the necessary adjustments. The District shall not require the completion of a new deduction authorization when a dues or other change has occurred without the approval of the Association.
- C. The District shall honor the terms of employees' written authorizations for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the Association. The Association shall be responsible for processing these requests. The District shall rely on information provided by the Association regarding whether deductions for the Association were properly canceled or changed, and the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.
- D. Remittance of Dues
 1. With respect to all sums deducted by the District pursuant to sections above, the District agrees to remit such moneys promptly 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.
 2. The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

Article 12 - Association Rights

1. The Association has the right under the Educational Employment Relations Act to represent bargaining unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

A. District Service

1. The Association shall have the right to use the District mail service and unit member mailboxes for non-political communications to unit members without interference, censorship, or examination of such communications by the District.
2. The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for non-political communications to unit members without interference, censorship, or examination of such communications by the District.

B. Bulletin Boards

1. The Association shall have the right to post notices of activities and matters of Association concern on the Association bulletin board.
2. The Association shall have the right to post notices of activities and matters of Association concern on electronic bulletin boards maintained by the District. Unit members shall have access to the District bulletin boards at each unit member's workstation or classroom.

C. Use of Buildings and Equipment

The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours outside of the work hours for meetings and other Association activities, so long as such use does not interfere with the District's operations. In the event any cost accrues to the District under this provision the Association shall reimburse the District that cost. The Association will furnish the supplies.

D. Access to Worksite

1. Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.

E. Access to Information

1. The District, upon request by the Association, agrees to make a reasonable attempt to furnish to the Association, within seven (7) days, information concerning the financial resources and certificated and classified staffing of the District. Such information shall include, but is not limited to: annual financial reports and audits, budgets, interim reports, budgetary requirements and allocations, certificated scattergram, FCMAT Calculator,

LCAP, agendas and minutes of all Board meetings and-attachments thereto at the time of distribution to the Board, census and membership data, names, addresses and phone numbers of all unit members, salaries, benefits, and stipends paid thereto, educational background, longevity, and other employee information that may be used in representing unit members. Upon request of the Association, the District agrees to provide other information that is necessary and relevant for the Association to carry out its representational responsibilities. In addition, such information, by request of the Association, shall be supplied via electronic means if the District keeps such data in electronic format.

F. Appointment to District and Joint Committees

1. The Association shall select unit member representatives to all Association/District joint committees.

G. Release Time – Association Business

1. The Association President or designee shall be provided release time at no loss of salary or other benefits. The Association shall reimburse the District the cost of the substitute for the Association President or designee while released for Association business.
2. The District shall provide a reasonable number of Association representatives, not to exceed three (3) bargaining unit members with release time without loss of compensation or other benefits, when meeting and negotiating.

H. Waivers of Law, Regulation, and Policy

1. Before seeking any waiver of state or federal law and/or regulations, the District shall make available such request for waiver to the Association. and seek comments from the Association.

Article 13 – Assignment and Reassignment

A. Voluntary /Reassignment

1. A reassignment is the movement of a unit member from one subject area to another subject area or one grade level to another grade level.
2. A unit member may submit a request for reassignment to the District at any time, whether or not a vacancy exists.
3. If two (2) or more unit members with state required credentials apply for a vacancy, the District will consider such factors as seniority, credentials held, courses taken, grade levels and subjects taught, District needs, member needs, and student needs in determining who will be assigned to the vacancy.
4. A reassignment request shall not be denied arbitrarily, capriciously, or without basis.
5. When a vacancy exists and a unit member's request for a voluntary reassignment is denied, the unit member, upon request shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial.
6. Unit members shall have the right to request confidentiality regarding requests for assignment changes.
7. Unit members returning from leave shall be afforded all rights provided under this section.

B. Involuntary Reassignment

1. The District shall seek volunteers prior to making any involuntary reassignment to fill a vacancy.
2. Unit members returning from leave shall be afforded all rights provided under this section.
3. Unit members who are involuntarily reassigned to more than two core subject areas or a different grade level shall be allowed two (2) days of paid release time or 15 hours extra pay (paid at the non-teaching stipend rate) for preparation prior to the effective date of the reassignment. Unit members who are reassigned to one or two core subject areas shall be allowed one (1) day of paid release time or 7.5 hours extra pay (paid at the non-teaching stipend rate) for preparation prior to the effective date of the reassignment. The District shall provide assistance in moving a unit member's material whenever a unit member is reassigned.

C. Notification of Assignment

1. Each unit member shall be given written notice not later than July 1. Such notice shall specify the building, grade level, subject area and position to which the unit member will be assigned.

D. Assignment Limitations

1. Unit members shall be assigned only to positions for which they hold a valid California credential.
2. At a unit member's sole discretion, the unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the District shall secure all the necessary waivers, and/or emergency credentials.
3. No later than January 10th of a school year, the unit member, at her/his sole discretion, may withdraw from the voluntary assignment for the following school year. Subsequently, the unit member shall be assigned in accordance with the section above.

E. Vacancies

1. A vacancy is any position requiring a credentialed teacher 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.
2. Upon knowledge of vacancies, the District shall deliver to the Association and post the position notice in the staff room a list of all vacancies which occur during the work year and for the following work year. The list shall contain the following:
 - b. A closing date which is at least ten (10) days following the posting date.
 - c. A job description.
 - d. Credentials and qualifications necessary to meet the requirements of the position.
3. No assignment to fill the vacancy shall be made until after the closing date.
4. The District shall, upon request by a unit member, notify that unit member by email to their District supplied, or personal home, email address of any posted openings which may arise during the summer recess, intersession or a period of leave. The unit member's request must be in writing and must include a mailing address.
5. If a unit member already has a voluntary reassignment application on file, it is not necessary to make a further application in order to be considered for any vacancies.
6. The District shall, upon request of the unit member, deliver in writing, the reasons for the unit member not receiving the vacancy.

F. Seniority

1. Seniority is defined as the unit member's initial date of paid service with the district as a probationary employee.
 - a. Unit members with the same initial date of service shall have their seniority number determined by the Board of Trustees as allowed by statute.
 - b. In the event of a lottery, the lottery shall be conducted in the presence of at least two (2) Association representatives.
 - c. A unit member on a District approved leave of absence shall continue to earn seniority while on leave.
2. A unit member's seniority shall accrue during layoff.

Article 14 - Professional Rights and Evaluations

A. Evaluations

1. Evaluation Procedures: It is recognized that a system of periodic evaluation is essential to assist teachers in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable Board of Trustees decisions, for which a unit member's competence is relevant, to be made in a just and equitable manner.
2. Temporary and Probationary unit members shall be evaluated each school year for the first three (3) years and every other school year thereafter. Permanent (tenured) unit members shall be evaluated every other school year. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) trimester or longer, such evaluation shall take place during the first year of return to duty. If a unit member is evaluated as unsatisfactory or needs improvement, he/she shall be evaluated in the next school year.
3. Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 1 of the school year in which the evaluation is to take place.
4. The unit member being evaluated, and the evaluator shall meet no later than October 15 to agree upon:
 - a. Three (3) objectives from the California Standards for the Teaching Profession (Appendix E-1) to be focused upon during the evaluation period. Two (2) areas of focus shall be chosen by the evaluator and one (1) area shall be chosen by the evaluatee. The Evaluation Goal Setting Conference Form, as set forth in Appendix E-2b, shall be completed by the Superintendent and the unit member, and shall be entered into the employee's personnel file within fifteen (15) days after completion. The unit member may prepare a written statement which shall be attached to the Evaluation Goal Setting Conference form.
 - b. A schedule of tentative observation(s), conferences and final evaluation date.
 - c. It is understood that there may be unscheduled observations.
5. The evaluation process shall include one (1) or more of the following activities:
 - a. There shall be at least one (1) scheduled classroom observation consisting of at least twenty (20) minutes; which shall be made known to the unit member at least two (2) days prior to the occurrence. All observations, scheduled or unscheduled, shall be followed by a conference with written

feedback within three (3) days of the observation. Each Evaluation Observation form, as set forth in Appendix E-3, shall then be entered into the employee's personnel file. The unit member may prepare a written statement which shall be attached to the appropriate Evaluation Observation form. A unit member who receives a negative evaluation shall, upon request, be entitled to additional classroom observations, evaluation conferences and written evaluations. Such entitlement includes a pre-observation conference.

- b. The Superintendent shall meet with temporary and probationary employees within thirty (30) calendar days after the close of the first trimester. At this meeting, the Superintendent shall review the unit member's performance in the first trimester and inform the unit member whether any problems were noted that could result in the unit member receiving a negative evaluation. If any such problems are identified, the Superintendent shall provide the unit member, at this meeting, with a written statement of those problems. In addition, the Superintendent shall provide the unit member, at this meeting, with a written assistance plan designed to allow the unit member to make the improvements necessary to attain a satisfactory evaluation.
6. In the case of negative evaluation, the Superintendent shall advise the unit member of ways to assist the unit member in correcting any cited deficiencies.
7. In preparing the final evaluation form for placement in the unit member's personnel file, the Superintendent shall rely primarily upon data collected through classroom observations and evaluation conferences. Any deficiencies that may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the final evaluation form, unless also stating the unit member improved. Unsubstantiated statements shall not be included in the evaluation.
8. A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies (e.g., textbook shortage or lack of availability, etc.).
9. The Final Evaluation of Teaching Performance and Summary form is set forth in Appendix E-4. A final evaluation conference between the unit member and evaluator shall be held no later than thirty (30) days prior to the end of the school year to discuss the content of the final evaluation form. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain only ratings of "meets or exceeds standards," "needs improvement," or "unsatisfactory."
10. Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members.
11. The evaluation of unit members, pursuant to this Article, shall not be based upon the following:

- a. Standardized achievement test results, except as allowed in Education Code which may require the use of state adopted criterion referenced assessments related to statewide content standards.
 - b. Results of any tests utilized for the purpose of a School Improvement Plan.
 - c. Achievement of objectives stated in Individual Educational Programs (IEP's) of special education pupils.
 - d. Correlation of classroom curriculum to state or local curriculum frameworks, except as allowed in Education Code.
 - e. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
 - f. The personal life or lifestyle of a unit member, their personal opinions, scholarly, literary, or artistic endeavor of a unit member.
 - g. Intercoms and television cameras used for communications and monitoring safety conditions shall not be used for the purposes of evaluation of unit members.
12. At the request of a unit member, an Association representative(s) may be present at meetings described in this Article.

B. Personnel Files

1. Except as otherwise provided in this Agreement, there shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District. Access to a unit member's personnel file shall be limited to the unit member, the unit member's representative, the Superintendent, the Superintendent's confidential assistant upon direction by the Superintendent, and the Board of Trustees in closed session.
2. Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in her/his review of the file. Such material is not to include ratings, reports or records which were obtained prior to the employment of the unit member involved or were obtained in connection with a promotional examination.
3. Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and the unit member shall be released from duty for a reasonable amount of time for this purpose without salary reduction. In the event the District fails to comply with the provisions of this section, such material shall not be allowed as evidence in any disciplinary or dismissal

action against the unit member or used by the District in any grievance filed by the unit member.

4. All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

C. Public Complaints

1. No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated *solely* upon complaints, information or material of a derogatory or critical nature which has been received by the District from pupils, parents, District employees, public agency, and/or the public, unless the following procedures have been followed:
 - a. Any public complaint about a unit member shall be reported to the unit member by the Superintendent/Principal within five (5) days of receipt, if the complaint may be placed in the unit member's file or used against the unit member as described in section C1. However, any complaint that is referred to law enforcement or a child protective services agency shall not require notice to the employee within five (5) days.
 - b. Should the involved unit member or Superintendent believe the allegations in the public complaint warrant a meeting, the Superintendent shall attempt to schedule a meeting between the member and the complainant. At the request of the unit member, Association representative(s) may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
 - c. If the matter is not resolved at the meeting to the satisfaction of the complainant, complainant may reduce the complaint to writing and submit the original to the unit member, with a copy to the Superintendent. The unit member shall be given a reasonable amount of time during the duty day, without salary deduction, to review the complaint and prepare responsive comments.
2. Complaints which are withdrawn or shown to be false shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
3. All information or proceedings regarding any complaint shall be kept confidential by the District except as may be necessary in the conduct of an investigation.

D. Personal and Academic Freedom

1. It is the policy of the District that all instruction shall be district approved curriculum unless otherwise approved in writing by the Superintendent/Principal; fair; accurate; objective;

appropriate to the age, development, and maturity of the pupil(s); sensitive to the community's needs; and sensitive to the needs and values of our diverse cultures, and heritages. The District acknowledges the need to protect unit members from illegal censorship or restraint which interferes with the unit member's teaching assignment.

- a. A unit member may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content within the scope of the law and approved in advance by the Superintendent.
 - b. In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content in an objective manner. A unit member, however, shall not utilize her/his position to indoctrinate pupils with her/his own personal, political and/or religious views
2. Unit members must be promoted or retained as prescribed by statute.
 3. The personal life of a unit member shall not be considered for purposes of evaluation or disciplinary action except as allowed by statute.
 4. A unit member shall be entitled to full rights of citizenship, and no religious, political or personal activities, or lack thereof, of any unit member shall be used for purposes of evaluation, reassignment, disciplinary or dismissal action except as allowed by statute.

E. Classroom Aides and Student Teachers

1. Instructional aide time shall be provided equitably to all unit members based on student need.
2. Unit members shall have the right to interview prospective classroom aides prior to assignment. The Superintendent shall consult with a unit member before he/she is assigned a classroom aide. The Superintendent/Principal shall make the final decision.
3. The work of instructional aides shall be at the direction of the unit member they are assigned to.
4. The unit member shall periodically discuss with the Superintendent/Principal the performance of the instructional aide under her/his supervision. When an unsatisfactory working relationship can be demonstrated to exist between the unit member and an aide, the unit member shall initiate a written request to the Superintendent that the aide be reassigned or dismissed, if necessary.
5. No instructional aide or any other classified personnel of the District shall participate in the evaluation of a unit member.
6. The District shall work cooperatively with unit members on the assignment of student teachers from teacher training institutions. No student teacher shall be assigned to work

with a unit member without the unit member's approval. Unit members accepting student teachers shall be paid the student teacher fee offered by the educational institution.

F. Teaching Conditions

1. Repairs, setup, and programming of educational technology, equipment, and instructional devices shall be made as soon as possible by qualified personnel.
2. Except in emergencies, necessary repairs and maintenance of classrooms and District facilities shall be made at a time that will not interfere with the instructional program. Should the health, safety, or welfare of pupils or unit members be endangered, immediate action shall be taken by the District to correct the problem.
3. Unit members shall have discretion in the design and setup of their classrooms.
4. Unit members shall not be expected to use or purchase supplies or personal equipment for their assignment.
5. The District shall provide liability coverage for any personal materials and/or property of unit members while on District property. Said property must be approved in writing in advance by the Superintendent.

Article 15 – Unit Member Discipline

A. Just Cause/Due Process

1. The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for fifteen (15) working days or fewer. Discipline shall not include dismissal or suspensions for more than fifteen (15) working days.
2. Notwithstanding Article 14, Professional Rights, section C, Public Complaints, the District may initiate appropriate disciplinary action whenever it determines there is a sufficient factual basis to do so.

B. Progressive Discipline

1. The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay.
2. Verbal Counseling/Warning
 - c. The District shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's personnel file
3. Written Warning
 - a. Subject to B1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twenty-four (24) months. Written warnings will not be placed in the unit member's file.
4. Written Reprimand
 - a. Subject to B1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twenty-four (24) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.
5. Suspension Without Pay
 - a. Subject to B1 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last thirty-six (36) months. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances, however,

the length of a suspension will relate to the severity of the action.

6. Notice

- a. Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy will be concurrently provided to the Association president. The notice of suspension will contain:
 - A statement of the specific acts or omissions upon which the action is based.
 - A statement of the cause(s) for which action is recommended;
 - Where applicable, the Education Code section, policy, rule regulation, or directive violated;
 - Penalty proposed and effective date;
 - Copies of the documentary evidence upon which the recommendation is based;
 - A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article 10 (Grievance Procedure) of this Agreement.

C. Arbitration

1. Only suspension without pay may be appealed to arbitration under the grievance procedure in Article 10 (Grievance Procedure) of the Agreement commencing with the Arbitration Level. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline, may be determined by the arbitrator.
2. The Association must request arbitration by delivering written notice of appeal to the Superintendent within twenty (20) working days after receipt of the notice of suspension. If the Association does not demand arbitration within the above timeline, the suspension without pay may be imposed immediately by the Superintendent or designee.

D. Confidentiality

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

E. Education Code

1. This Article is intended, for the purpose of suspension, to replace the provisions of Education Code section 44944, but will not apply to suspension pursuant to Education Code sections 44939, 44940 or 44942.

Article 16 – Temporary Unit Members

1. The parties recognize that temporary unit members may require additional assistance during their temporary employment. The District will make reasonable efforts on an ongoing basis to assist temporary unit members who have been identified as needing improvement.
2. By October 1 of each school year, the District shall supply the Association with a list of all unit members in temporary assignments, including name, position, worksite, and length of contract.
3. Temporary unit members shall be reemployed for the following school year to fill any vacant positions for which they are credentialed and qualified to serve unless the employee has been released pursuant to subdivision (b) of Education Code section 44954. A temporary employee who has been released pursuant to subdivision (b) of Education Code section 44954 and who has been retained as a temporary or substitute employee for two consecutive years and served at least 75 percent of the number of instructional days in each school year shall receive first priority consideration if the District fills a vacant position in the next succeeding school year at the same grade level the employee served during either of the two school years.

Article 17 – Permanent Status

1. A probationary certificated bargaining unit member who has been employed by the District in a position or positions requiring certification for two (2) complete consecutive school years and is then rehired for the next succeeding school year shall become a permanent employee at the beginning of the third year.

Article 18 - Teacher Interns

1. Interns shall have the option to be members of the bargaining unit. Wages, benefits, hours, and other terms and conditions of employment covered by this Agreement shall be provided to all interns.
2. No intern shall replace a currently employed bargaining unit member.
3. A bargaining unit member employed as a District or university intern shall be classified as a temporary or probationary employee.
4. Following completion of the internship, if he/she is reelected by the District to serve in a position requiring certification qualifications for the next succeeding school year, he/she shall be classified as a second-year probationary employee during that second year.
5. A bargaining unit member who has completed an internship with the District and at least one (1) complete school year and two (2) complete consecutive school years in a position requiring certification qualifications as a probationary employee shall be granted permanent status when he/she is reelected for the next succeeding school year to a position requiring certification qualifications.

Article 19 – Hours and Adjunct Duties

A. Length of Workday

1. The workday for unit members shall be seven and one-half (7.5) hours, inclusive of a forty (40) minute duty-free lunch period. The school day for unit members will begin at 7:30 a.m. and end at 3:00 p.m. (7.5 hours).
2. Collaboration days during the school year will be minimum days. There will be sixteen (16) collaboration days during the year. Eight (8) of these collaboration days are subject to board approval from year to year.

The site administrator will consult with the teachers to schedule the dates, times and content of the collaboration days. The content would include, but not be limited to, collaboration time, trainings, workshops, and speakers as reflected in the District's needs or goals.

3. On days when all unit members are required to return for evening events, with a maximum of five (5) events per year, all classes will be dismissed at the conclusion of the primary grade level and unit members shall be permitted to leave school within fifteen (15) minutes of the end of the pupil instructional day.

B. Work Load/Adjunct Duties

1. No unit member shall be required to be on duty more than two and one-half (2 1/2) hours without being provided a relief-break of at least ten (10) minutes.
2. Parents/guardians wishing to meet with their child's teacher must provide a request to the teacher. Upon the teacher's agreement to the time and date, parents/guardians may meet with the teacher during the teacher's contracted workday. Any other time to meet must be with the approval of the teacher.
3. All adjunct duties within the workday, which do not require full faculty participation, shall be equitably distributed among unit members.

C. Professional Development Activities

1. All Professional Development activities shall be determined by, developed, and implemented through a process that is inclusive of all bargaining unit members.
2. Professional Development activities shall be scheduled twice each school year.
3. All Professional Development education meetings for unit members shall occur during the contractual workday.
4. Any costs relating to participation in Professional Development programs shall be borne by the District.

D. Work Year

1. The unit members' work year shall consist of one hundred and eighty (180) instructional days plus three (3) non-instructional work days.
2. The school year calendar listing all instructional days, non-instructional days, vacations and holidays shall be negotiated between the District and the Association.

Article 20 - Safety

1. The safety and health of students and employees is of the utmost concern to the District and Association. To ensure that exposure to unsafe or unhealthy conditions are minimized, certificated employees will be encouraged to be safety conscious and to report any unsafe or potentially unsafe or unhealthy conditions to their immediate supervisor.
2. The District will consult with the District Safety Committee to formulate a plan for developing disaster preparedness and address issues as they arise. The Association will appoint two representatives to the District Safety Committee. It is understood that the Nuestro Elementary School Site Council or another advisory committee may also serve as the District Safety Committee.
3. Copies of the plan will be made available to each bargaining unit member.
4. In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits if the District receives ADA apportionments for such days. If make-up days are required by law, the District shall negotiate said days with the Association.
5. The District will consult with the Association annually to review and revise a safety handbook that includes, but is not limited to, highlights of District and employees' rights and responsibilities as defined in Education Code regarding: safe working conditions, short term pupil suspension, parent/guardian involvement and information, pupil transportation, specialized health care procedures, school and personal property liability coverage, and assault.

Article 21 - Leaves

A. Leave Rights

1. Unit members shall be entitled to all statutory leave benefits and benefits agreed upon by the parties as incorporated into this Agreement.
2. Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those unit members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued benefits at their own expense.
3. A unit member returning from any type of paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave. A unit member returning from any type of unpaid leave shall be entitled to return to the same position and assignment she/he had prior to the leave unless that position was filled in her/his absence with a permanent or probationary unit member, and in such case the returning unit member shall be entitled to an equivalent position.

B. Sick Leave

1. Unit members employed on a full-time basis shall be entitled to accumulate ten (10) days per school year of sick leave available to the unit member from the first workday of each year. Sick leave may be used by the unit member for illness, injury, or quarantine of the unit member or the unit member's immediate family. Sick leave that is not used shall accumulate from year-to-year without limit.
2. Unit members who work less than full-time shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
3. In addition to all sick leave entitlement a unit member may accumulate with the District, she/he shall also be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications with another public school district as provided by statute.
4. The District shall provide each unit member with an accounting of the number of days of sick leave she/he has accumulated, plus the number of days to which the unit member is entitled for the current school year. The District shall provide an accounting of such days to unit members by November 1 of each school year.
5. Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article shall receive, for up to five school months, the difference between her/his pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute.

6. Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom. The length of such sick leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the unit member and her physician. [note - Ed Code 44965]

C. Family Care and Leave Act

1. The District shall provide a unit member, upon request, Family Care and Medical Leave in accordance with this Article.

- a. Eligibility

- i. All unit members are eligible for leave under this Article.
- ii. Leave under this Article shall be granted upon request of a unit member, whenever in the judgment of the unit member, verified by the physician of the unit member or family member if requested by the Superintendent, she/he needs leave because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or placement of a child with a unit member in connection with adoption or foster care of the child by the unit member.
- iii. As used in this Article, "family" includes all persons listed in Article 3 of the Agreement, and "serious health condition" is any illness, injury, impairment, or physical or mental condition that either involves inpatient care in a hospital, hospice or residential health care facility, or involves continuing treatment or supervision by a health care provider.
- iv. A unit member's eligibility for leave under this Article shall not be affected by entitlement, or lack thereof, of another member of the unit member's family to any leave benefit under any statute or any employment.
- v. A unit member eligible for leave under this Article may substitute therefore any accrued leave, paid or unpaid, under this Agreement.

- b. Duration

- i. Leave under this Article may be as long as six (6) months.
- ii. Leave under this Article may be as short as one (1) work day.

- c. Benefits

- i. Leave under this Article shall entitle the unit member to all economic benefits of employment, except for salary, on the same basis as if the unit member were not on leave.

- d. Return to Work
 - i. Leave under this Article shall terminate whenever the unit member returns to continuous active service following notice as provided below.
 - ii. A unit member returning from leave under this Article shall be reinstated immediately to the position held by the unit member at the commencement of the leave.
 - iii. A unit member who while on leave under this Article gives notice of resignation or retirement, shall be deemed to have resigned or retired, as appropriate, on the next work day following expiration of the leave.

- e. Procedures
 - i. Leave under this Article shall commence on the date indicated by the unit member in the leave notice and verified by the physician of the unit member or family member, if requested, by the Superintendent.
 - ii. The leave notice shall specify: Leave will be taken pursuant to this Article, the date the leave commences, the anticipated pattern of leave use if the unit member will not be absent continuously, whether the unit member will substitute other paid leave for leave under this Article and if so how much paid leave, and the anticipated date of return to continuous active service, if known to the unit member.
 - iii. Leave under this Article shall terminate on the next working day following the date indicated by the unit member in the return notice provided by the unit member to the Superintendent.
 - iv. The return notice shall specify: That the unit member is on leave pursuant to this Article, that the unit member will return to continuous active service, and the date upon which the unit member will return to continuous active service.
 - v. Delivery of a leave or return notice shall be by any means reasonably likely to inform the Superintendent of the unit member's absence from or return to continuous active service

- vi. If a unit member on leave under this Article determines to resign or retire without returning to continuous active service, the unit member shall provide written notice of such determination to the District, designating the last day of employment. Leave under this Article shall terminate without further notice to the District on the next workday following the day designated by the unit member as the last day of employment.
- vii. A unit member who, while on leave under this Article, provides written notice of determination to resign or retire, may rescind the resignation or retirement at any time up to and including the final day of employment. The unit member shall provide the District written notice of his/her rescission of the prior notice of resignation or retirement.

D. Catastrophic Leave Bank

The District hereby establishes these provisions regarding a Catastrophic Leave Bank for certificated employees. This policy is only applicable to certificated unit members.

1. Catastrophic Illness or Injury:

- a. Catastrophic illness or injury is defined as a sudden or tragic illness or injury that is expected to incapacitate the certificated employee for an extended period of time of at least ten (10) working days or longer to care for himself/herself. The extended time off work without pay creates a financial hardship for the certificated employee because he or she has exhausted all of her/his sick leave and accumulated sick leave.
- b. Catastrophic illness or injury is also defined as a sudden or tragic illness or injury that is expected to incapacitate an immediate family member of a certificated employee, which requires the certificated employee to take time off from work for an extended period of time of at least ten (10) working days to care for the certificated employee's immediate family member. The extended time off work without pay to care for the certificated employee's immediate family member creates a financial hardship for the certificated employee because he or she has exhausted all of her/his sick leave and accumulated sick leave.

2. Donated regular sick leave is defined as accrued and unused sick leave of a certificated employee of the District donated to the Catastrophic Leave Bank.

3. Procedure for Donating Regular Sick Leave to the Bank:

- a. Donating days to the Catastrophic Leave Bank is voluntary.

- b. A certificated employee may donate sick leave days only if he/she has a minimum of five (5) days of accumulated sick leave and may donate only days in excess of that five (5) days, subject to “c” below.
 - c. Certificated employees shall donate sick leave in increments of one day and no more than five days of sick leave during any school year.
 - d. Contributions shall be authorized in writing to the District, by the certificated employee, in the first thirty (30) days of each school year. An employee may donate additional days during the school year if they choose.
 - e. The District will notify new employees that they will have thirty (30) days from their date of hire, or the first thirty (30) days of the school year (whichever is later), to elect to participate.
4. Procedure for Requesting Catastrophic Leave Days from the Bank:
- a. Only those who participate in the Bank (donate days) may receive contributions from the Bank.
 - b. A certificated employee desiring Catastrophic Sick Bank days shall submit a request to the District Office with verification from a medical doctor of the illness.
 - c. The maximum amount of donated sick leave days that may be used by an individual under this section shall be forty (40) days during a school year.
5. Eligibility Procedures: Eligible sick leave may be donated to a certificated employee for a catastrophic illness or injury if all of the following requirements are met:
- a. The employee has voluntarily donated a minimum of one day to the Catastrophic Leave Bank.
 - b. The certificated employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave days be donated and provides verification of catastrophic injury or illness from a doctor, as required by the District.
 - c. The employee has exhausted all of his/her paid sick leave.
 - d. In the event two or more eligible certificated employees are entitled to the benefits of this Catastrophic Leave Bank at the same time, the days will be allocated equally.
 - e. The District, in consultation with the Association, shall make the final approval of the request.
6. Administrative Regulations:

- a. Catastrophic Leave Bank days shall not be used for illness or disability which qualifies the participant for Workers' Compensation benefits.
- b. Catastrophic Leave Days shall not be considered available leave for the purpose of qualifying for STRS disability.
- c. The District shall maintain on file the Catastrophic Leave Bank, and days donated and distributed shall be done on District forms.
- d. The District shall keep all records confidential and shall not disclose the nature of the illness or injury except when necessary to process the request for withdrawal.
- e. This policy shall be implemented on a non-discriminatory basis so long as the certificated employee, or the certificated employee's family member, suffers from a catastrophic illness or injury. The District, in consultation with the Association, approves the request.
- f. Donations made to the Catastrophic Sick Leave Bank are strictly voluntary, and only members who have donated days can withdraw from the bank.
- g. After forty (40) days have been exhausted, the employee can apply for income protection if the illness is related to the employee themselves.
- h. If at any time the Bank falls low of days, below ten (10), a new open enrollment can be established, and all certificated employees will be notified and given thirty (30) days to donate.

7. Miscellaneous Provisions:

- a. When a certificated employee retires, he/she does not get any of the days donated returned to him/her.
- b. In the event the Catastrophic Leave Bank is dissolved, unused days that have been accumulated in the Bank will be prorated and returned to current Nuestro School District employees who are participating in the plan at the time of the dissolution.
- c. The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.
- d. The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.

E. Personal Necessity Leave

1. A unit member shall be granted seven (7) days, of her/his ten (10) days, of sick leave for days of personal necessity leave per school year.
2. A unit member shall utilize unused sick leave for the purpose of personal necessity leave.
 - a. Unit members shall submit notification for personal necessity leave to the Superintendent at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible. Three (3) days of such leave may be used at the discretion of the unit member who shall not be required to give verification or explain the reason for the leave.

F. Bereavement Leave

1. A unit member shall be granted leave of absence for the death or imminent death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for three (3) days, unless travel of more than 200 miles is required; in such case the length of the leave shall be for five (5) days. Such days need not be taken in consecutive order.

G. Jury Duty/Witness Leave

1. Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror.
2. Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

H. Industrial Accident and Illness Leave

1. The total of the unit member's temporary disability indemnity and the portion of salary due him/her during her/his absence shall equal her/his full salary.
2. The District's report of an industrial accident or illness shall be kept on file in the Business Office.

I. Sabbatical Leave

1. An unpaid Sabbatical Leave of up to one (1) year may be granted to a unit member who has been employed by the District for at least seven (7) consecutive years prior to the granting of such leave. Additional years may be granted by the District.
2. The unit member shall notify the District in writing on or before March 1 whether he or she intends to return to regular duty at the commencement of the next school year.

J. Personal Leave Without Pay

1. A unit member may apply for and shall be granted an unpaid health leave of absence for the remainder of the current school year and up to one (1) additional school year. The unit member shall furnish the District, upon request, a physician's verification of her/his need for such health leave. Such leave may be extended for an additional twelve (12) months. This leave runs concurrently with 39 month leave and differential leave.
2. The District may grant a unit member, upon request, an unpaid leave of absence for up to one (1) school year to pursue personal endeavors such as, but not limited to, study, exchange teaching, Peace Corps, Vista, or other personal interests.

K. Disability Applicant Leave

1. The District shall grant a leave of absence to any unit member who has applied for a disability allowance from the State Teachers' Retirement System (STRS). The unit member is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months from the date of notification of the determination. This shall run concurrently with the 39 months rehire list.

L. Job-Sharing

1. Job-sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment. Two unit members may share an assignment for a minimum of one (1) year. Job applications for a job-sharing assignment for the following school year shall be filed with the District no later than January 10th. Denial shall not be arbitrary and capricious. The District shall approve or deny requests and notify, in writing, the applicants of its decision by May 1. If a request is denied, the applicants shall be notified, in writing, of the specific reasons for the denial. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared. Each teacher on a job share assignment shall attend all district in-service trainings, back to school night, and open house.
2. Each job-sharing unit member shall receive a salary schedule increment each year.
3. Upon request of the two unit members, a job-sharing assignment may be renewed provided the two (2) unit members notify the District prior to January 10th. In the event the two (2) unit members fail to notify the District of their desire to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the unit members shall be returned to their full-time or equivalent percent assignments that he/she held before the job-sharing assignment.
4. If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time teaching, the unit member will be returned to her/his original position. If a unit member on a regular contract is in a job-sharing assignment for more

than one (1) year and elects to return to full-time teaching, the unit member will be assigned to the first available full-time teaching position for which she/he is certificated and in conformance with the provisions of this Agreement.

Article 22 - Health and Welfare Benefits

A. Group Insurance Plans

1. The District shall contribute one thousand twenty dollars ~~(\$1,020)~~ (\$1,130) per month, totaling twelve thousand two hundred forty ~~(\$12,240)~~ (\$13,560) annually, for the health and welfare benefits for bargaining unit members who are employed full time. If a unit member who is working part time, but not less than 50% for the school year, so chooses, the District shall contribute a pro rata share of the annual contribution for benefits to be used for medical, dental, vision and disability benefits. If a unit member elects to upgrade their insurance to a premium level greater than the agreed upon District contribution, the unit member will pay additional cost.

B. Medical, Dental and Vision Plans

1. The District shall provide unit members and their eligible dependents, including domestic partners and their dependents, with health, life insurance, dental and vision services insurance plans.
2. The plan provider shall be the Tri-County Schools Insurance Group. The District and Association agree to meet and negotiate any change in providers. If either party requests to negotiate a change in providers, the parties shall meet to bargain within 20 workdays. An ongoing health benefits committee will be established with members from the District and the Association to determine if the current provider plans meet the needs of unit members and the district. Any group plan modifications shall include discussions between the District and NTA, with input from the health benefits committee. Discussions shall begin within 20 workdays of Tri-County Schools Insurance Group's notification of plan rates for the following benefit year to the parties.
3. Unit members shall choose from the individual plan offerings, if available:
 - b. Prescription drug coverage shall be included in the plan.
 - c. All medical plans of the Employer shall provide, Hepatitis B vaccine injections for unit members.
 - d. Orthodontia coverage shall be included in the dental plan.

C. Life Insurance Plan

1. The Employer shall provide unit members with a life insurance plan.
2. The plan provider shall be the Standard and the specific coverage shall be (identify code/name or specifics).
3. The plan shall provide additional coverage for accidental death.

D. Income Protection Plan

1. The Employer shall provide unit members with an income protection plan.
2. The plan provider shall be The Standard, as long as it coordinates with the State Teachers Retirement System.
3. The plan coverage shall be coordinated with eligibility for any State Teachers Retirement System disability allowance.

E. Duration of Benefits

1. Unit members who are employed during the last month of a school year shall be eligible for benefits through the first month of the subsequent school year.
2. Unit members who are initially employed subsequent to the first day of the school year shall be eligible for coverage on the first day of the month following the first day of paid service.
3. Unit members who terminate their employment prior to the close of the school year shall be provided benefits through the last day of the month following the unit member's last payroll period.
4. A unit member on paid leave from the District will be allowed to continue her/his existing level of medical, dental and vision coverage as in section 1 above at the pro rata premium rates provided in this Article. The District's contribution towards benefits shall continue until the unit member has exhausted all paid leave. Unless prohibited by law, a unit member on unpaid leave from the District shall be allowed to continue her/his existing level of medical, dental and vision coverage at the employee's expense. The premiums shall be paid annually in advance or by monthly post-dated checks filed with the District.
5. The District shall inform in writing all qualified unit members and/or beneficiaries of their right to continue benefit coverage under provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985. Upon advance payment of all premium costs, the Employer shall continue to provide benefits coverage to all qualified beneficiaries during the 60-calendar-day election period.
6. The District shall make the health, dental and vision plans available to retirees and their eligible dependents as permitted by the insurance plan carrier. The retiree shall be responsible for the contribution for the plan.
7. Unit members who would have otherwise been eligible for fringe benefits if they retired under normal or early STRS retirements are eligible for the same retirement fringe benefits if the unit member uses STRS disability retirement.
8. The determination of eligibility for health and welfare benefits shall not discriminate on the basis of age, sex, or marital status.

Article 23 - Salaries

A. Salary Schedule

~~For the 2020-2021 school year, unit members shall be paid retroactively according to the Appendix A Salary Schedule, attached hereto. Further negotiations for the 2020-2021 school year shall be closed.~~

~~For the 2021-2022 school year, unit members shall be paid retroactively according to the Appendix A Salary Schedule, attached hereto. Further negotiations for the 2021-2022 school year shall be closed.~~

The parties agree to a 6.5% salary increase for the 2022-23 school year (retroactive to July 1, 2022) and ongoing. Nuestro School District agrees to add step 15 to Column 3, add steps 16,17, and 18 to column 4. Remove step 11 from Column 1.

B. Salary Schedule Implementation

1. The annual salaries set forth in this Agreement shall be paid in twelve (12) installments, payable on the last day of each month with appropriate deductions as mutually agreed between the District and Association.
2. Salary payments for services in addition to the unit member's regular assignment shall be made not later than the 10th day of the month following the payroll period in which the service was performed.
3. Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, including Federal and State Income Tax and State Teachers Retirement System.
4. Optional deductions are those deductions that the District and Association have mutually agreed upon, which the unit member may elect to have taken from her/his gross earnings. Optional deductions must be initiated in writing by the unit member. Such authorizations shall remain in effect continuously until the District receives from the unit member a written notice withdrawing the authorization for a particular deduction.
5. Credit for service outside the District shall be allowed on the salary schedule at the rate of one (1) increment (step) for each year of service with a maximum of five (5) years and placement on step 6. Private school experience for step increment on the salary schedule shall be accepted, providing the private school was state accredited and the unit member in question held a valid credential at the time of the teaching experience. Earned degrees received and units of study, pre-approved by the Superintendent, in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. Units of study for professional growth shall

also be counted for horizontal movement on the salary schedule if pre-approved by the Superintendent.

6. Courses that are deemed by a college or university to be applicable to a graduate degree and that were completed prior to completion of and were not included in the attainment of the Bachelor's Degree, shall be considered for salary placement as though they had been completed subsequent to the granting of the Bachelor's Degree. Such conditions must be verified through official transcripts or other suitable proof.
7. Unit members who resign from the District and are subsequently re-employed within 39 months shall be granted full experience credit.
8. Unit members whose initial employment with the District was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specifically funded program for salary schedule placement and advancement purposes.
9. All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. A year of service is defined as seventy-five percent (75%) of the regularly scheduled work year.
10. Unit members who have been employed in the regular educational program of the District as probationary or permanent employees before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.
11. Course credit for salary placement and movement on the salary schedule shall be given for pre-approved post-graduate, lower division, upper division or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs pre-approved by the District. Pre-approved units of study for professional growth and district in-service (professional development) shall also be counted for salary placement and movement on the salary schedule including Continuing Education Units (CEU's) granted for attending professional development programs. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3). Units and courses denied approval by the Superintendent may be appealed by the unit member to the Board of Trustees.
12. Unit members requesting reclassification from one column to another for the next school year must file such requests with the Superintendent no later than June 1 of each year. In order to advance on columns for the salary schedule, unit members must provide the Superintendent all documentations (i.e. official transcripts) by the last school day of the current year. Advancements will take place on the following school year. Final official transcripts will be accepted up until September 30th to move that school year.

C. Supplemental Pay

1. Participation in programs beyond the regular workday shall be voluntary and paid in accordance with the title of the activity and number of positions listed in Appendix B of this Agreement. An application process will be put in place to allow unit members to apply for the open position and the District to hire the most qualified person to fill the position.
2. All such positions shall be opened for unit members to apply before non-unit members. The positions shall be posted for 3 working days. Posting will be made in the staff room, and by electronic devices (for example: email).
3. Wages paid holders of supplemental contracts shall be as set forth in this Agreement.

D. Stipend Pay

1. Participation in instructional or hourly co-curricular programs beyond the regular workday shall be voluntary except as may be required in Article 21 of this Agreement.
2. All such positions shall be opened for unit members to apply before non-unit members. The positions shall be posted for 3 working days. Posting will be made in the staff room, and by electronic devices (for example: email).
3. Unit members performing instructional or co-curricular work beyond the regular workday or work year shall be paid in accordance with Appendix B - Supplemental Pay.
4. If it is necessary for a teacher to assist with graduation, then release time will be provided.
5. In the event that travel is required, and is provided by the employee, the employee shall be entitled to mileage pay at the rate set forth in this Agreement.

E. Mileage Rate

1. The District agrees to pay unit members the Internal Revenue Service rate per cents per mile for the use of personal vehicles in the performance of work assignments or other district related business.

F. Business Expenses

1. The District shall notify a unit member in advance of a business expense to be incurred as to what expenses will be approved and paid by the district. The District shall pay all approved expenses, including, but not limited to fees, travel, lodging, meals and incidentals, incurred when the unit member is involved in an activity at the direction of or authorized by the Superintendent when such activity is away from the unit member's primary work location.

Article 24 - Class Size

1. The District shall attempt to maintain a class size average of no more than twenty-five (25) students in grades K-3 and a class size average of twenty-eight (28) students in grades 4-8. The Superintendent will collaborate with the Association before May 15 of each year regarding potential class sizes for the ensuing year and shall reasonably consider the Association's recommendations before making final decisions regarding class size.

Article 25 - English Language Learners (ELL)

1. Unit members serving in English Language Learners positions, including ELD/SDAIE, shall have the opportunity to participate in the determination and evaluation of the components of the District's ELL Program.
2. Unit members shall have the opportunity to participate in the ongoing diagnosis of pupils.
3. Unit members shall be provided with appropriate and sufficient instructional materials for ELL pupils.
4. The District shall maintain the Commission on Teacher Credentialing guidelines for experience documentation as the documentation required by the District.
5. The District shall not deny to any unit member serving in an ELL assignment the right to transfer to a vacant position for which the unit member has an appropriate credential or certificate and greater seniority than other applicants for the vacancy.
6. The District shall compensate unit members who have their CLAD certifications or equivalent, per Appendix A.

Article 26 - Consultation

1. The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.
2. The District shall give written notice to the Association that action on any matter of consultation, as defined herein, is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.
3. The Association may exercise its right to consult on proposed Board action(s) by requesting consultation on the subject(s).
4. Should the Association exercise its right to consult, within five (5) days the parties shall meet to exchange information, options, proposals and recommendations freely and to make a good faith effort to reach a resolution on the matter(s) under consideration.
5. The District shall give full consideration to such presentations made by the Association prior to arriving at a determination policy or course of action.

APPENDIX

Appendix A – 2022-2023 Salary Schedules

Appendix B – Supplemental Pay

Appendix C – Grievance Form

Appendix D – Evaluation Forms

Appendix D -1 – California Standards for the Teaching Profession (matrix)

Appendix D-2a – Evaluation Goal Setting Conference Form –optional

Appendix D-2b – Evaluation Goal Setting Conference Form

Appendix D-3 – Observation Form

Appendix D- 4 – Final Evaluation of Teaching Performance and Summary

Appendix A. Salary Schedules

2022-2023 Certificated Salary Schedule

Column	Column	Column	Column
1	2	3	4
BA+30	BA+45	BA+60	BA+75
Salary	Salary	Salary	Salary

STEP	1	53,988	55,608	57,276	58,995
STEP	2	55,608	57,276	58,995	60,764
STEP	3	57,276	58,995	60,764	62,587
STEP	4	58,995	60,764	62,587	64,464
STEP	5	60,764	62,587	64,464	66,398
STEP	6	62,587	64,464	66,398	68,390
STEP	7	64,464	66,398	68,390	70,442
STEP	8	66,398	68,390	70,442	72,555
STEP	9	68,390	70,442	72,555	74,732
STEP	10	70,442	72,555	74,732	76,974
STEP	11		74,732	76,974	79,283
STEP	12		76,974	79,283	81,662
STEP	13			81,662	84,112
STEP	14			84,112	86,635
STEP	15			86,635	89,234
STEP	16				91,912
STEP	17				94,669
STEP	18				97,508

Substitute teachers receive \$200.00/day for a full day, \$100/day for a half day.

New teachers who enter the district with five years or more of teaching experience shall be placed on the 6th step.

Clad: \$200.00

Medical/Dental capped at \$1,020/month

Appendix B. Supplemental Pay

Outdoor School	\$900.00
Coach After School Sports Teams	\$900.00
Athletic Director	\$ 800.00
Master's Degree	\$1,300 *
Leadership Team Member	\$2,500/Member (retro to 7/1/2022)
Leadership Team Member Substitute	\$200/Day (paid teaching hourly wage from 7:30am to 3:00pm)
Non-teaching hourly stipend	\$35/hr
Teaching hourly stipend	\$50/hr
Health and Welfare:	\$1,130/Month (on insurance cap)

A one-time lump sum payment of one thousand dollars (\$1,000) to each bargaining unit member who teaches a combination class of two (2) grade levels. In the case of a combination class taught by more than one unit member, each member shall receive a pro-rata share of the lump sum payment.

Appendix C. Grievance Form

Nuestro Elementary School District

Grievance Form

Name of Grievant(s): (please print) _____

Date Grievance occurred: _____

List of contract article(s) violated, misinterpreted, or misapplied:

Statement of grievance and terms or provisions of Agreement allegedly violated: (Explain the issue(s)/incident(s) surrounding the grievance and give the specific contract language which relates.)

Remedy(ies) Sought:

1. That the District cease and desist from violating the terms and conditions of the parties' Agreement.
- 2.
- 3.
- 4.
5. Any and all other remedies necessary to make the grievant(s) whole.

Signature

Date

Appendix D. Evaluation Forms

D1 California Standards for the Teaching Profession

STANDARD 1	ENGAGING AND SUPPORTING STUDENTS IN LEARNING		
ELEMENT/AREA OF FOCUS	UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS OR EXCEEDS
1.1 Connecting student’s prior knowledge, life experience, and interests with learning goals.	The teacher fails to make observable connections between the learning goals and the students’ prior knowledge, life experiences and interests. The teacher does not elicit student questions or comments during the lesson.	The teacher makes a few observable connections between the learning goals and the students’ prior knowledge, life experiences, and interests. The teacher elicits some questions from students during a lesson to monitor their understanding.	The teacher makes several observable connections between the learning goals and the students’ prior knowledge, life experiences, and interests. The teacher elicits and uses students’ questions and comments during a lesson to extend their understanding.
1.2 Using a variety of instructional strategies to respond to students’ diverse needs.	The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the students or to the instructional goals. Adjustments are not made to respond to students’ needs.	The teacher uses a selection of instruction strategies that are appropriate to the students and the instructional goals, but they may lack variety or may not be responsive to students’ needs.	The teacher uses a variety of instructional strategies that are appropriate to the students and the instructional goals. The teacher carries these strategies out, making some adjustments to respond to students’ needs.
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice	Learning experiences are directed by the teacher, without permitting student autonomy, interaction, or choice.	Learning experiences are directed by the teacher and allow limited student autonomy, interaction, and choice.	Learning experiences are facilitated by the teacher to promote constructive interactions, autonomy, and choice, and to encourage and support student involvement in learning.
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful	Learning opportunities for students to engage in problem solving, analysis, or inquiry within or across subject matter areas are not provided.	A few learning opportunities are provided for students to engage in problem solving within subject matter areas; little support is given to develop necessary skills.	Learning opportunities and support are provided for students to engage in problem solving and in investigating and analyzing subject matter concepts and questions within subject matter areas.
1.5 Promoting self-directed, reflective learning for students	Opportunities for students to initiate their own learning or to monitor their own work are not provided.	Students’ learning is directed and monitored by the teacher, and few opportunities are provided for students to individually reflect on their work.	Students are supported in developing the skills needed to monitor their own learning during activities. Students reflect on and talk about their own work with peers.

STANDARD 2	CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING		
ELEMENT/AREA OF FOCUS	UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS OR EXCEEDS
2.1 Creating a physical environment that engages students	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.	The physical environment is arranged for safety and accessibility, and it facilitates individual student engagement in learning.	The arrangement of the physical environment ensures safety and accessibility. Most students work well individually or together as they participate in learning activities.
2.2 Establishing a climate that promotes fairness and respect.	The classroom climate is characterized by unfairness or disrespect, either between the teacher and students or among students. Students are unwilling to take risks. Teacher does not respond to misbehavior, or the response is inconsistent, or does not respect the students' dignity.	A climate of fairness, caring, and respect is established by the teacher for most students, but few students take risks and the teacher does little to encourage them. Teacher responds to misbehavior but with uneven results.	A climate of fairness, caring, and respect is maintained by the teacher, and students are encouraged to take risks and be creative. Teacher responses to misbehavior are appropriate and respect the students' dignity.
2.3 Promoting social development and group responsibility	Student's social development, self-esteem and diversity are not supported by the teacher. Students have little sense of responsibility for each other.	Teacher encourages students' respect of each other's differences. Students work together moderately well. The teacher provides opportunities for students to assume responsibility.	Teacher encourages environment in which students respect each other's differences and work independently and collaboratively, taking responsibility for themselves and their peers.
2.4 Establishing and maintaining standards for student behavior	Standards for behavior appear not to have been established, or students are confused about what the standards are.	Standards for behavior have been established by the teacher, and the teacher's response to student behavior is generally appropriate.	Standards for behavior are established, are clear to students, and are maintained by the teacher. The teacher's response to student behavior is appropriate.
2.5 Planning and implementing classroom procedures and routines that support student learning	Classroom procedures and routines have not been established or are not being enforced.	Procedures and routines have been established and work moderately well with little loss of instructional time.	Procedures and routines work smoothly, with no loss of instructional time.
2.6 Using instructional time effectively	Learning activities are often rushed or too long, and transitions are rough or confusing, resulting in a loss of instructional time.	Instructional time is paced so that most students complete learning activities. Transitions used to move students into new activities are generally effective.	Pacing of the instructional time is appropriate to the activities and enables most students to engage successfully with the content. Transitions are smooth, resulting in minimal loss of instructional time.

STANDARD 3	UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING		
ELEMENT/AREA OF FOCUS	UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS OR EXCEEDS
3.1 Demonstrating knowledge of subject matter and student development	The teacher’s working knowledge of subject matter and student development may not be current, is inconsistently evident, and does not adequately support students’ learning or cultural heritage.	The teacher’s working knowledge of subject matter and basic principles of student development is usually current, reflects a single perspective, supports some students’ learning and cultural heritage.	The teacher’s working knowledge of subject matter and basic principles of student development is current, incorporates different perspective, and supports students’ learning and cultural heritage.
3.2 Organizing curriculum to support student understanding of subject matter	The curriculum is not organized and it rarely demonstrates concepts, themes, and skills; rarely values different perspectives or rarely supports students’ understanding of a subject matter.	The curriculum is loosely organized, inconsistently demonstrates concepts, themes, and skills without revealing or valuing different perspectives; and supports an understanding of subject matter for some students.	The curriculum is organized and sequenced; demonstrates concepts, themes, and skills; reveals and values different perspectives; and supports an understanding of subject matter.
3.3 Interrelating ideas and information within and across subject matter areas	The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students’ understanding.	The teacher identifies some key concepts and information within the curriculum, and attempts to relate content to previous learning and students’ understanding.	The teacher identifies and integrates key concepts and information within the curriculum, relates content to students’ lives, and uses previous learning to extend students’ understanding.
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter	Instructional strategies are not appropriately matched to subject matter content and do not encourage students to think critically or to extend their knowledge.	The teacher uses a few strategies to make the content accessible to students, and may encourage students to think critically or to extend their knowledge of subject matter.	The teacher uses appropriate instructional strategies to make content accessible to students, to encourage them to think critically, and to extend their knowledge of subject matter.
3.5 Using materials, resources, and technologies to make subject matter accessible to students	Instructional materials, resources and technologies are either not used or used inappropriately. Materials may not accurately reflect diverse perspectives.	Instructional materials, resources, and technologies are used infrequently to convey key subject matter concepts. Materials may reflect diverse perspectives.	Instructional materials, resources, and technologies support the curriculum and promote students’ understanding of content and concepts. Materials may reflect diverse perspectives.

STANDARD 4	PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR STUDENTS		
ELEMENT/AREA OF FOCUS	UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS OR EXCEEDS
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs	Instructional plans may not match or reflect students' collective backgrounds and developmental needs, and may not support students' learning.	Instructional plans are partially drawn from information about students' collective backgrounds and developmental needs to support students' learning.	Instructional plans reflect students' collective backgrounds and developmental needs to support students' learning.
4.2 Establishing and articulating goals for student learning	Instructional goals are not established. Expectations for students are not appropriate.	Some instructional goals are appropriate. Expectations for students may be inconsistent.	Short-term and long-term instructional goals are standards based. Goals are appropriately challenging for most students. Expectations for students are generally appropriate to learning requirements.
4.3 Developing and sequencing instructional activities and materials for student learning	Instructional activities and available materials are not appropriate to the students, or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.	Instructional activities and available materials are partially appropriate to students and the learning goals, and engage some students in meaningful learning. Some activities are logically sequenced within individual lessons.	Instructional activities and available materials are appropriate to students and the learning goals, make content and concepts relevant, and engage most students in meaningful learning. Activities are logically sequenced within individual lessons.
4.4 Designing short-term and long-term plans to foster student learning	Individual lesson plans have little relation to long and short-term goals, or a unit plan has little recognizable structure.	Long and short-term plans have a recognizable structure, although the sequence of individual lessons is uneven and only partially helps students develop conceptual understanding.	Long and short-term plans have a coherent structure, with learning activities in individual lessons well sequenced to promote understanding of concepts.
4.5 Modifying instructional plans to adjust for student needs	Instructional plans are not modified, in spite of evidence that modifications would improve student learning.	Modifications to instructional plans address only limited aspects of the lesson.	Instructional plans are modified as needed to enhance student learning based on formal and informal assessment.

STANDARD 5	ASSESSING STUDENT LEARNING		
ELEMENT/AREA OF FOCUS	UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS OR EXCEEDS
5.1 Establishing and communicating learning goals for students	Few learning goals are established. Learning goals are not revised or clearly communicated to students.	Learning goals are established to meet school and district expectations. Goals are communicated to students without revision.	Learning goals are established and meet district and state expectations. Goals are adequately communicated to students and are revised as needed.
5.2 Collecting and using multiple sources of information to assess student learning	The teacher uses inappropriate sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.	The teacher consistently uses one or two appropriate sources of information to assess student learning and one or two assessment strategies to understand student progress.	The teacher consistently uses a variety of appropriate sources to collect information about student learning and several appropriate assessment strategies to understand student progress.
5.3 Involving and guiding students in assessing their own learning	The teacher does not encourage students to reflect on or assess their own work.	Student reflection is encouraged and guided by the teacher during some activities. Opportunities are provided for students to discuss work with peers.	Student reflection and self-assessment are included in learning activities. The teacher models skills and assessment strategies to help students understand their own work and discuss it with peers.
5.4 Using the results of assessment to guide instruction	Information about student learning is inappropriate or not used by the teacher to plan, guide or adjust instruction.	Information from a limited range of assessments is used to plan learning activities and may support class needs and achievement. Assessments are not used to adjust instruction while teaching.	Information from a variety of assessments is used to plan and modify learning activities, as well as to meet class and individual student needs and achievement. Assessments are used to adjust instruction while teaching.
5.5 Communicating with students, families and other audiences about student progress	The teacher provides some information about student learning to students, families and support personnel, but the information is incomplete, unclear or untimely.	The teacher provides timely information about student learning to students, families and support personnel to promote understanding and academic progress.	The teacher regularly exchanges information about student learning with students, families and support personnel in a timely manner, and in ways that improve understanding and encourage academic progress.

STANDARD 6	DEVELOPING AS A PROFESSIONAL EDUCATOR		
ELEMENT/AREA OF FOCUS	UNSATISFACTORY	NEEDS IMPROVEMENT	MEETS OR EXCEEDS
6.1 Reflecting on teaching practice and planning professional development	The teacher may reflect on specific problems or areas of concern in his or her teaching practice; reflection to assess growth over time or to plan professional development is not evident.	The teacher reflects on areas of concern in his or her teaching practice, assesses growth in these areas with assistance, and uses reflection to plan professional development.	The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth over time, and uses reflection to plan and participate in professional development.
6.2 Establishing professional goals and pursuing opportunities to grow	Professional goals are not established to guide practice. The teacher fails to pursue opportunities to develop new knowledge or skills, or to participate in the professional community.	Professional goals are established with assistance. The teacher pursues some opportunities to acquire new knowledge and skills, but does not contribute to professional community.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills, and participates in the professional community.
6.3 Working with communities to improve professional practice	The teacher has limited understanding of the importance of district and community resources or how to access them to provide learning experience for students or to promote collaboration with the school.	The teacher understands the importance of the district and community resources, but is not sure how to apply this to benefit students and families, provide experiences to support learning, or promote collaboration with the school.	The teacher values district and community resources and develops knowledge of them to benefit students and families, provide some experiences to support student learning, and support collaboration between school and community.
6.4 Working with families to improve professional practice	The teacher has limited communication with families, and fails to provide opportunities for participation in the classroom or school community.	The teacher initiates communication with students and families, works to develop an understanding of their diverse backgrounds, and may provide limited opportunities for families to participate in the classroom or school community.	The teacher acknowledges students' families, develops positive communication and an understanding of their diverse backgrounds, and provides opportunities for families to participate in the classroom or school community.
6.5 Working with colleagues to improve professional practice	The teacher fails to engage in professional dialogue with colleagues, to seek out other staff to meet students' needs, or to participate in school or district events or learning activities.	The teacher engages in professional dialogue with some colleagues to help meet students' needs, and participates in some school-wide events.	The teacher engages in professional dialogue with colleagues, collaborates with staff to meet students' needs, and participates in school-wide events.

Appendix D-2a

NUESTRO ELEMENTARY

SCHOOL DISTRICT

Evaluation Goal Setting Conference Form

****OPTIONAL****

For use by the teacher in the preparation of the Evaluation Goal Setting Conference with your Evaluator. This form does NOT need to be shared with your Evaluator.

Teacher: _____

Date: _____

Choose one area of focus from the Standards.

STANDARD ELEMENT/AREA OF FOCUS	OBJECTIVES (Teacher's Action Plan)	SUPPORTING EVIDENCE	TEACHER DATE FOR ACHIEVEMENT

Appendix D-2b

NUESTRO ELEMENTARY
SCHOOL DISTRICT

Evaluation Goal Setting Conference Form

Teacher: _____

Date: _____

Grade/Subject: _____

Period Covered by this evaluation: _____

Dates of Conferences: _____

Dates of Observations: _____

Purpose: The purpose of the goal setting conference is to provide an opportunity for a conversation about good teaching as reflected in the California Standards of the Teaching Profession. The Evaluator will determine the two areas of focus. The evaluatee will determine one area of focus. In the objective setting process, you must select one objective. However, in the evaluation process, all six Standards may/will be considered.

Standard	Administrator Initials	Teacher Initials	Circle Focus for the Year
Standard One: Engaging & Supporting Students In Learning			
1.1 Connecting students' prior knowledge, life experience, and interests with learning goals			1.1
1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs.			1.2
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice			1.3
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful			1.4
1.5 Promoting self-directed, reflective learning for students.			1.5

Comments:

Focus Administrator Teacher Circle
 Standard Initials Initials for the
 Year

Standard Two: Creating & Maintaining Effective Environments for Student Learning			
2.1 Creating a physical environment that engages students.			2.1
2.2 Establishing a climate that promotes fairness and respect.			2.2
2.3 Promoting social development and group responsibility.			2.3
2.4 Establishing and maintaining standards for student behavior.			2.4
2.5 Planning and implementing classroom procedures and routines that support student learning.			2.5
2.6 Using instructional time effectively.			2.6
Comments:			

Focus Administrator Teacher Circle
 Standard Initials Initials for the
 Year

Standard Three: Understanding & Organizing Subject Matter for Student Learning			
3.1 Demonstrating knowledge of subject matter and student development.			3.1
3.2 Organizing curriculum to support student understanding of subject matter.			3.2
3.3 Interrelating ideas and information within and across subject matter areas			3.3
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter.			3.4
3.5 Using materials, resources, and technologies to make subject matter accessible to students.			3.5
Comments:			

Focus Administrator Teacher Circle
 Standard Initials Initials for the
 Year

Standard Four: Planning Instruction & Designing Learning Experiences for All Students			
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs.			4.1
4.2 Establishing & articulating goals for student learning.			4.2
4.3 Developing & sequencing instructional activities & materials for student learning.			4.3
4.4 Designing short-term and long-term plans to foster student learning.			4.4
4.5 Modifying instructional plans to adjust for student needs.			4.5
Comments:			

Focus Administrator Teacher Circle
 Standard Initials Initials for the
 Year

Standard Five: Assessing Student Learning			
5.1 Establishing and communicating learning goals for students.			5.1
5.2 Collecting and using multiple sources of information to assess student learning.			5.2
5.3 Involving and guiding students in assessing their own learning.			5.3
5.4 Using the results of assessments to guide instruction.			5.4
5.5 Communicating with students, families, and other audiences about student progress.			5.5
<p>Comments:</p>			

Focus Administrator Teacher Circle
 Standard Initials Initials for the
 Year

Standard Six: Developing As a Professional Educator			
6.1 Reflecting on teaching practice & planning professional development.			6.1
6.2 Establishing professional goals & pursuing opportunities to grow professionally.			6.2
6.3 Working with communities to improve professional practice.			6.3
6.4 Working with families to improve professional practice.			6.4
6.5 Working with colleagues to improve professional practice.			6.5
Comments:			

Comments:

Evaluator Signature

Date

Teacher Signature

Date

The foregoing material shall immediately be entered into the unit member's personnel file. The unit member has the right at any time to enter and to have attached his or her own comments thereon.

Copy – Personnel File
Copy – Teacher

Appendix D-3

NUESTRO ELEMENTARY SCHOOL DISTRICT

Certificated Observation

Teacher: _____

Date: _____

Scheduled Observation: _____

Unscheduled Observation: _____

Content of lesson:

Standard and/or objectives:

Observers' Comments:

Signature of Evaluator

Date: _____

I certify that this observation has been discussed with me and that I have received a copy of it. My signature does not necessarily indicate agreement.

Signature of Employee

Date: _____

* * * * *

The foregoing shall be entered into the unit member's personnel file after review with the unit member, within three (3) days of the observation. The unit member has the right at any time to enter and have attached his/her own comments.

Copy – Personnel File
Copy - Teacher

Appendix D-4

NUESTRO ELEMENTARY

SCHOOL DISTRICT

Final Evaluation of Teaching Performance and Summary

Teacher: _____ Date: _____

Grade/Subject: _____

School Year: _____

Dates of Conferences: _____

Dates of Observations: _____

Standard	Meets or Exceeds Teaching Standard	Needs Improvement	Unsatisfactory
Standard One: Engaging & Supporting Students In Learning			
1.1 Connecting students' prior knowledge, life experience, and interests with learning goals			
1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs.			
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice			
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful			
1.5 Promoting self-directed, reflective learning for students.			
Comments:			

Standard	Meets or Exceeds Teaching Standard	Needs Improvement	Unsatisfactory
Standard Two: Creating & Maintaining Effective Environments for Student Learning			
2.1 Creating a physical environment that engages students.			
2.2 Establishing a climate that promotes fairness and respect.			
2.3 Promoting social development and group responsibility.			
2.4 Establishing and maintaining standards for student behavior.			
2.5 Planning and implementing classroom procedures and routines that support student learning.			
2.6 Using instructional time effectively.			
<p>Comments:</p>			

Standard	Meets or Exceeds Teaching Standard	Needs Improvement	Unsatisfactory
Standard Three: Understanding & Organizing Subject Matter for Student Learning			
3.1 Demonstrating knowledge of subject matter and student development.			
3.2 Organizing curriculum to support student understanding of subject matter.			
3.3 Interrelating ideas and information within and across subject matter areas			
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter.			
3.5 Using materials, resources, and technologies to make subject matter accessible to students.			
Comments:			

Standard	Meets or Exceeds Teaching Standard	Needs Improvement	Unsatisfactory
Standard Four: Planning Instruction & Designing Learning Experiences for All Students			
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs.			
4.2 Establishing & articulating goals for student learning.			
4.3 Developing & sequencing instructional activities & materials for student learning.			
4.4 Designing short-term and long-term plans to foster student learning.			
4.5 Modifying instructional plans to adjust for student needs.			
Comments:			

Standard	Meets or Exceeds Teaching Standard	Needs Improvement	Unsatisfactory
Standard Five: Assessing Student Learning			
5.1 Establishing and communicating learning goals for students.			
5.2 Collecting and using multiple sources of information to assess student learning.			
5.3 Involving and guiding students in assessing their own learning.			
5.4 Using the results of assessments to guide instruction.			
5.5 Communicating with students, families, and other audiences about student progress.			
<p>Comments:</p>			

Standard	Meets or Exceeds Teaching Standard	Needs Improvement	Unsatisfactory
Standard Six: Developing As a Professional Educator			
6.1 Reflecting on teaching practice & planning professional development.			
6.2 Establishing professional goals & pursuing opportunities to grow professionally.			
6.3 Working with communities to improve professional practice.			
6.4 Working with families to improve professional practice.			
6.5 Working with colleagues to improve professional practice.			
<p>Comments:</p>			

Standard	Meets or Exceeds Teaching Standard	Needs Improvement	Unsatisfactory
CUMULATIVE OVERALL ASSESSMENT			

Comments:

Superintendent/Principal Signature

Date

Teacher Signature**

Date

**My signature does not necessarily indicate agreement.

The foregoing material shall be immediately entered into the unit member's personnel file after review with the unit member. The unit member has the right to make comments below or at any time to enter and have attached his/her own comments.

Copy Personnel File
Copy Teacher

Teacher Comments:

Teacher Signature

Date: _____