# AGREEMENT

CALIFORNIA MILITARY INSTITUTE AND CALIFORNIA MILITARY INSTITUTE TEACHERS ASSOCIATION

July 1, 2021 to June 30, 2024



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**AGREEMENT** 

The Articles and provisions contained herein constitute a binding agreement ("Agreement") by and
between the California Military Institute ("Charter") and the California Military Institute Teachers
Association (CMITA).
Any issue, subject, or matter discussed by the Charter and CMITA during negotiations for this
initial collective bargaining agreement not contained in this document shall be considered withdrawn by
the party presenting it. Any "oral agreement" or "understanding" not reflected in writing herein shall
have no force or effect.

1	ARTICLE I
2	RECOGNITION
3	The Charter confirms its recognition of the Association as the exclusive representative for the
4	certificated unit members as follows: Teachers, Instructional Coaches, School Counselors, and Teachers
5	on Special Assignment (TOSA). Excluded are all positions designated management, supervisory,
6	classified and substitutes.
7	The Association agrees that the unit is appropriate and that it will not seek a clarification of the unit,
8	either as to the specific exclusions or the enumerated inclusions, except as to any new positions created
9	subsequent to the signing of this Agreement.

1	ARTICLE II
2	ASSOCIATION RIGHTS
3	1. <u>Use of Bulletin Board Space</u>
4	The Association may use bulletin board spaces as designated by the Principal and subject to the following
5	conditions:
6	a. All postings shall contain the date of posting and identification.
7	b. A copy of each posting shall be delivered to the Commandant/Principal's mailbox at the
8	same time as the posting.
9	c. Posted information will not be defamatory of the Charter School.
10	d. The bulletin board space designated shall be identified with the Association's name.
11	e. The authorized Association Representative shall have the responsibility of posting
12	materials on the bulletin board and keeping such notices timely.
13	2. <u>Use of Mailboxes</u>
14	The Association shall be entitled to place material in the mailboxes of unit members. Such material will
15	be accurately identified by the Association and approved by the Association President or designee.
16	Placement shall be made by the building representative or other authorized Association representative.
17	Copies of all public mailings shall be mailed or delivered to the Commandant/Principal at the same time
18	the materials are placed in the unit member's mailbox.
19	3. <u>Association Activities</u>
20	Unit members or Association officials will conduct all Association business before and/or after the
21	instructional day or during the unit members duty-free lunch.

4.

# New Employee Access and Contact Information

- a. Upon reasonable advance request, names, addresses and telephone numbers (if authorized) of all
  unit members shall be provided, without cost to the Association, to the extent permitted by law.
- b. The Charter shall notify the Association of all new hires and their effective start date, once the
  employee has been cleared by the Human Resources Department.
- c. The Charter shall provide new employee names; job title; department; work, home and personal
  cell phone number personal email address on file with the Charter; and home address to the
  Association by the first pay period of the month following effective start date of the employee,
  even if the employee previously worked for the Charter.
- d. The Association shall be provided at least 15 minutes to meet with new employees during the
  annual new employee orientation.
- e. For employees that are hired to begin work after the annual new employee orientation, the
   Association shall be provided the opportunity to meet with the employee for 15 minutes during
   non-instructional time. This time shall occur within regular working hours.
- 15 5. <u>Right to Representation</u>
- 16 Unit members shall enjoy all representation afforded such employees under applicable law.

#### ARTICLE III

1

### 2

### CHARTER SCHOOL RIGHTS

3 Except as limited by the provisions of this Agreement, the Charter retains its powers and authority to 4 direct, manage, and control, to the extent permitted by law, including determining its organization; 5 directing the work of its unit members; determining the times and hours of operation; determining the 6 kinds, levels, and methods of services to be provided; establishing its educational policies, goals, and 7 objectives; ensuring the rights and educational opportunities of students; determining staffing patterns, 8 number and kinds of personnel required; maintaining the efficiency of Charter operation; determining 9 the curriculum; building, moving, and modifying facilities; establishing budget procedures and 10 determining budgetary allocation; determining the methods of raising revenue; contracting out work; 11 determining class size hiring, classifying, assigning, transferring, evaluating, promoting, terminating, 12 and disciplining unit members.

13 The Charter has the right to declare an emergency and to take action on any matter, including 14 temporarily suspending portions of this Agreement, as required by the emergency. An emergency is a 15 sudden or unforeseen event that requires immediate action. In the event the Charter does temporarily 16 suspend portions of the Agreement, it shall do so only for the period of time reasonably required by the 17 emergency. The Charter will notify the Association of any Board action concerning a declaration of 18 emergency and any action taken by reason of said emergency, which relates to this Agreement. In the 19 event that the Charter does temporarily suspend portions of the Agreement, it shall do so only for the 20 period of time reasonably required by the emergency. The Charter will notify the Association of any 21 Board action concerning a declaration of emergency and any action taken by reason of said emergency, 22 which relates to this Agreement. In the event that the Charter declares an emergency, upon request of

- 1 the Association, the Charter shall consult with the Association about the reinstatement of the portions of
- 2 the Agreement affected by the emergency.

#### ARTICLE IV

2

# PROFESSIONAL FEES AND PAYROLL DEDUCTIONS

### 3 1. <u>Dues Deduction Rates</u>

Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the School an assignment authorizing deduction of membership dues, initiation fees and general assessments of the Association. Pursuant to such authorization, the School will deduct annual dues in equal amounts from the regular salary check of the unit member every payroll period. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

### 10 2. <u>Remittance of Funds to CTA</u>

11 The Charter School agrees to promptly remit such monies to the California Teachers Association 12 accompanied by an alphabetical list of unit members for whom such deductions have been made and 13 indicating any changes in personnel from the list previously furnished.

# 14 3. <u>Necessary Information</u>

15 The Association agrees to furnish any information needed by the Charter School to fulfill the provisions16 of this Article.

17 4. <u>Salary Deductions</u>

18 Upon appropriate written authorization from the employee, the School will deduct from the salary of any 19 employee and make appropriate remittance for annuities, credit union, insurance and saving bonds. The 20 Association and the Charter School shall jointly approve deductions for any other plans or programs.

# 21 5. <u>Deductions of Dues or Service Fee</u>

22 Deductions of dues or service fees under this Article shall be pursuant to the schedule submitted by the

23 Association, for employees who execute a form currently in use or any other mutually agreed upon form.

		ARTICLE V
		GRIEVANCE PROCEDURE
1. <u>]</u>	Definit	tions
;	a.	A "Grievance" is a formal written claim by a grievant that there has been a violation,
misappl	lication	n or misinterpretation of a provision of this Agreement.
1	b.	A "Grievant" may be the Association or any unit member.
(	c.	A "Day" is a day that the unit member is regularly scheduled to be on duty.
(	d.	The "immediate Supervisor" is the lowest level administrator having jurisdiction over the
grievant	t and w	vho has been designated to adjust grievances.
2.	<u>Right t</u>	to Representation
The Gri	evant s	shall have the right to have an Association Representative present at all levels of the
grievance procedure.		
3.	Inform	al Level
Before	filing a	formal written grievance, the grievant shall attempt to resolve it by a conference with
his/her i	immed	iate supervisor
4. ]	Formal	<u>l Level</u>
]	Level l	I. Within fifteen (15) days after the occurrence of the act or omission giving rise to the
grievano	ce, or a	after the grievant knew or reasonably should have known of such act or omission, if the
grievant	t desire	es to pursue the matter further, the grievant must present his/her grievance in writing on the
appropr	iate for	rm to his/her immediate supervisor. This statement shall be a clear, concise statement of
the grie	vance,	the specific article that has allegedly been violated, the circumstances involved, and the
specific	remed	ly sought.
	misappl grievan 2. The Gri grievan 3. Before 4. grievan grievan grievan appropr the grie	a. misapplication b. c. d. grievant and w 2. <u>Right t</u> The Grievant s grievance proce 3. <u>Inform</u> Before filing a his/her immed 4. <u>Forma</u> <u>Level 1</u> grievant desire appropriate fo

1 The supervisor shall communicate his/her decision to the grievant in writing within fifteen (15) 2 days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant 3 may appeal to the next level.

Either the grievant, or the supervisor, or his/her designee may request a personal conference within
the above time limits.

<u>Level II</u>. If the grievant is not satisfied with the decision at Level I, within ten (10) days he/she may
request mediation of the grievance. The mediator shall be appointed by the State Mediation and Conciliation
Service, and the parties shall collaborate on the selection of the date for mediation. If a satisfactory resolution
of the grievance is achieved by the mediation process, both parties to the grievance shall sign a written
statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

11 Level III. If not satisfied with the decision at Level II, CMITA may within ten (10) days submit a 12 request, in writing, to the Principal/Commandant or designee for binding arbitration of the dispute. 13 CMITA and the Charter shall attempt to agree upon a binding arbitrator. If no agreement can be reached, 14 they shall request the State Mediation and Conciliation Service to supply a panel of five (5) names of 15 persons experienced in hearing grievances in public schools. Each party shall alternately strike a name 16 until only one name remains. The remaining panel member shall be the binding arbitrator. The order of 17 striking shall be determined by lot. The fees and expenses of the arbitrator and the hearing shall be borne 18 equally by the Charter and CMITA. All other expenses shall be borne by the party incurring them. The 19 arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted 20 to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the 21 issues by referring to the written grievance and the answers thereto at each step. The arbitrator will have 22 no power to add, subtract from, or modify the terms of this Agreement or the written policies, rules, 23 regulations and procedures of the Charter. Utilization of this procedure shall not invalidate the Charter's 24 right as outlined in Article 3 of this Agreement.

After a hearing, and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing to all parties, his/her findings and recommendations which shall be binding to the parties. By filing a grievance and utilizing the binding arbitration procedures of Level III, CMITA expressly waives any right to other statutory remedies or to the exercise of any legal process other than as provided by CMITA by the grievance/arbitration process. The processing of a grievance utilizing the binding arbitration procedure shall constitute an express election on the part of CMITA and that such is the chosen form for resolving the issues using the grievance process.

8 5. <u>No Reprisal</u>

9 No reprisals shall be taken against any party participating in the Grievance Procedure herein by the10 Association or the Charter.

11 6. <u>Associations Rights</u>

Prior to the resolution of a grievance at Levels I and II above, the Association shall receive a copy of the grievance and the proposed resolution and shall be given the opportunity to file a response.

14 7. <u>Release Time</u>

Reasonable release time shall be granted to the grievant and Association representatives for the processingof grievances.

17 8. <u>Forms</u>

18 Grievance forms shall be prepared by the Charter and will be made available to unit members at the 19 immediate supervisor's office. Grievance forms will be filed in a central file in the Charter office. 20 Grievance forms will be updated and/or reviewed prior to each new contract.

21 9. <u>Early Resolution</u>

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the

following school year could result in harm to a grievant, the time limits set forth herein may be reduced by mutual agreement of the parties in interest so that the procedure may be exhausted prior to the end of the school year, or as soon as is practicable.

# 4 10. <u>Timeline Changes</u>

5 The parties may mutually agree in writing to change or delay timelines in this article. Failure of the 6 grievant or Association to appeal to the next grievance level within the timeline set forth within this Article 7 (or any change mutually agreed to in writing) will be deemed a waiver of their right to appeal the grievance 8 further and it shall be considered resolved based on the last response.

1	ARTICLE VI
2	<u>CLASS SIZE</u>
3	Staffing will be allocated to the Charter at a ratio of one unit member for every twenty-five (25) students
4	enrolled. After the first five (5) weeks of the semester, individual classes will not exceed thirty-six (36)
5	students without written approval from the unit member. If there is a need for a probationary teacher to
6	exceed the thirty-six (36) student limit, the CMITA President or Designee will be involved in the
7	voluntary, written-approval process.
8	The following are exceptions to the 36:1 class size limits:
9	A. Physical Education at no more than 55:1 student-to-teacher ratio and efforts will be made by
10	site administration to balance class sizes.
11	B. Band/JROTC/Military Science are not subject to the class size cap.
12	C. ASB/Link Crew/WEB Leadership are not subject to the class size cap.

# ARTICLE VII

2

# PROFESSIONAL WORK DAY/WORK YEAR

3	Unit members recognize that their professional responsibilities require that they be available for
4	student and/or parent consultation, as well as for other professional activities and responsibilities, which
5	may include but are not limited to activities and events that promote family and community engagement
6	in the school within limitation, and which may occasionally, but not routinely, take place outside the
7	normal school workday as specified below.
8	Faculty meetings will be held during the school year. All unit members are required to attend.
9	In case of unavoidable absence, prior approval must be secured from the Commandant/Principal and/or
10	administrative designee. Generally, staff meetings will not exceed 60 minutes.
11	1. <u>Work Year</u>
12	The work year for teachers shall be one hundred eighty-six (186) days of which there will be one
13	hundred eighty (180) student-instructional days. The number of workdays for counselors shall be one
14	hundred and ninety-six (196) days the number of workdays for teachers on special assignment (TOSAs)
15	and nurses shall be two hundred two (202), and the number of workdays for the military science
16	instructor shall be two hundred and twenty (220) days.
17	2. <u>Work Day</u>
18	The regular instructional work day for teachers shall not exceed seven (7) hours and forty five (45)
19	minutes. This is inclusive of a thirty (30) minute duty-free lunch period making the teachers paid work
20	day seven (7) hours and fifteen (15) minutes. Counselors, teachers on special assignment (TOSAs),
21	nurses and the military science instructor shall be required to work eight (8) hours, thirty (30) minutes.
22	This is inclusive of a thirty (30) minute duty-free lunch period making the paid work day for these
23	positions eight (8) hours.

### 3. <u>Planning Period</u>

a. CMITA teachers shall be provided with a daily planning period or an equivalent period of
time. This provision shall not apply to any other positions. The planning period shall be the equivalent
of one (1) period of instruction. The planning period may be used for instructional planning and
preparation, meeting with parents, and meetings with administration.

b. When an alternative schedule is utilized for testing and other similar events, every effort
will be made to provide unit members with commensurate planning time.

8 c. CMITA members may be required to cover a class for an absent teacher during their 9 planning period. The administration will first request volunteers. If volunteers are not available, 10 assignments shall be made on a fair and equitable basis. Unit members will be compensated at the 11 hourly rate in Appendix A.

d. A unit member shall not have more than three (3) preparation periods, exclusive of
Military Science, unless mutually agreed upon in writing.

14 4. <u>Adjunct Duties</u>

15a.As part of the professional work day, unit members are responsible for participating in16annual Back-to-School Night, Open House, IEP meetings, Promotion Ceremonies (as necessary by17teaching assignment), and Parent Conferences. To the extent possible, IEP Meetings shall be held18during the unit member's work day and shall not interfere with a 30-minute duty-free lunch period. The19day following Back-to-School Night and Open House shall be designated as a late-start day for unit20members, wherein the reporting time for unit members shall be one (1) hour later than the normal21reporting time, unless the following day is a non-student day, Charter holiday, or weekend.

b. Unit members are responsible for supervising three (3) school events throughout the year,
administered in an equitable manner. Unit members working less than a full time assignment are
responsible for supervising two (2) school events rather than three (3). Each duty shall be no longer than

three (3) hours. Any duty assigned beyond the maximum three (3) hours will be compensated at the period substitute rate. Back to back events, such as a JV Basketball game followed by a Varsity Basketball game, shall constitute two (2) separate events. A unit member will be credited with having supervised an activity if the activity is canceled and the unit member is provided less than 24 hours notice of the cancellation. All other activities and student performances are subject to voluntary attendance and participation. The Activities Director and Athletic Director shall not be required to complete the adjunct duties listed in this section.

8 5. <u>Grades</u>

Grades will not be required before 4:00 p.m. on the fourth workday after the end of the grading period as
established by the school calendar. End of year grades shall not be required before noon on the last
workday of the year.

12 6. <u>Supplies and Training</u>

a. Unit members will be provided the necessary supplies and equipment required to be
successful in the performance of their duties. Supplies shall include, but not be limited to: paper, projector
bulbs, and printer ink cartridges.

b. Required uniforms will be supplied for all unit members. The Charter will replace required
uniforms that are rendered unserviceable due to normal wear and tear or damaged during performance of
duties.

19 c. With mutual agreement between the unit member and administration, unit members who 20 are required to attend training outside of their regular work day to maintain their teaching assignment shall 21 be compensated at the period substitute rate. This does not preclude a unit member from being 22 compensated for attending a voluntary training if mutually agreed upon by the unit member and 23 administration.

### 7. <u>Department Chairs</u>

a. Members of the department will recommend department chairpersons to the
Commandant/Principal. If the Commandant/Principal concurs, the appointment is made.

b. If the Commandant/Principal does not concur, the Commandant/Principal shall meet with
the department and discuss the appointment and request members to nominate another person. If the
nomination is not made within a reasonable time (10 school days), the Commandant/Principal appoints
the department chairperson.

# 8 8. <u>Master Schedule</u>

9 CMI shall provide an opportunity for department chairs and counselors to give input into the master 10 schedule for each semester prior to it being made final. A tentative master schedule shall be provided to 11 the CMITA executive board and/or department chairs no later than five (5) working days prior to the last 12 day of school

### ARTICLE VIII

2

### CERTIFICATED EVALUATION PROCEDURE

### 3 1. Probationary Classroom Teachers

4 Unit members who have been employed by the Charter as a classroom teacher will be evaluated each 5 year for the first two (2) years of employment. A probationary classroom teacher who, in any one 6 school year, has been present and served for at least seventy-five percent (75%) of the number of 7 designated work days shall be deemed to have served a complete school year. The evaluation process 8 will consist of two (2) Formal Observations and one (1) Informal Observation provided on the 9 Observation Form (see Appendix C). The summary evaluation will be provided to the unit member on the Certificated Evaluation Form (see Appendix C) not later than the 18<sup>th</sup> week after the first day of 10 active employment. Probationary Classroom Teachers shall be evaluated on all six (6) of the California 11 12 Standards for the Teaching Profession (CSTP's).

# 13 2. <u>Permanent Classroom Teachers</u>

14 After obtaining a clear credential and completing two (2) complete and consecutive years a. 15 of initial employment as a classroom teacher, the unit member will be evaluated every other year. This 16 evaluation process will consist of one (1) Formal Observation and one (1) Informal Observation 17 provided on the Observation Form (see Appendix C), conducted prior to the last school day in March, 18 with the summary evaluation provided to the unit member no later than May 15<sup>th</sup> on the Certificated 19 Evaluation form (see Appendix C). In the event the Certificated Evaluation Form contains an 20 "Unsatisfactory" rating of the unit members performance, the Charter will require an Improvement Plan 21 for each "Unsatisfactory" rating which must be in effect for a minimum of four (4) weeks. All 22 Improvement Plans must be provided to the employee during the summary evaluation program.

b. Permanent teachers who have been placed on an Improvement Plan shall be evaluated
 annually until areas of concern addressed in the Improvement Plan have improved to a, at a minimum,
 "Meets Standard" rating.

c. Upon ratification of this agreement, years of service rendered at CMI or Choice 2000 of
each unit member will count as credit toward achieving Permanent Status. Permanent Classroom Teachers
shall be evaluated on three (3) of the California Standards for the Teaching Profession (CSTP's). The
evaluation of Permanent Classroom Teachers shall include Standard 6 and two (2) additional Standards one (1) selected by the unit member and one (1) selected by the administration.

9 d. Permanent classroom teachers who have been employed at least four (4) full years with the 10 Charter and whose previous evaluation rated the employee as "Exemplifying Standards" on at least two 11 (2) of the strands evaluated and has no strands marked as "Needs Improvement" or "Unsatisfactory" shall 12 be evaluated every five (5) years. Permanent classroom teachers on the five-year rotation shall be 13 evaluated on Standard 1 and two (2) additional Standards - one (1) selected by the unit member and one 14 (1) selected by the administration.

15 If, at any time, the evaluator is concerned about a decline in the permanent classroom teacher's 16 performance, the evaluator shall notify the unit member no later than May 15th that they will be assigned 17 a two-year evaluation cycle the following school-year. The unit member shall be returned to the five-year 18 cycle upon receiving an evaluation that meets the criteria above.

19 3. Probationary Counselors, Instructional Coaches, and Teachers on Special Assignment

20 Unit members who have been employed by the Charter as a Counselor, Instructional Coach, or Teacher

21 on Special Assignment (TOSA) will be evaluated each year for the first two (2) years of employment. A

22 probationary Counselor, Instructional Coach, and Teacher on Special Assignment who, in any one

- 23 school year, has been present and served for at least seventy-five percent (75%) of the number of
- 24 designated work days shall be deemed to have served a complete school year. The evaluation process

will consist of two (2) Formal Observations and one (1) Informal Observation provided on the
 Observation Form (see Appendix C). The summary evaluation will be provided to the unit member on
 the Certificated Evaluation Form not later than the 18th week after the first day of active employment.

4 4. <u>Permanent Counselors, Instructional Coaches, and Teachers on Special Assignment</u>

5 After obtaining a clear credential and completing two (2) complete and consecutive years a. 6 of initial employment as a Counselor, Instructional Coach, or Teacher on Special Assignment (TOSA), 7 the unit member will be evaluated every other year. This evaluation process will consist of one (1) Formal 8 Observation and one (1) Informal Observation provided on the Observation Form (see Appendix C), 9 conducted prior to the last school day in March, with the summary evaluation provided to the unit member 10 no later than May 15 on the Certificated Evaluation Form (see Appendix C). In the event the Certificated Evaluation Form contains an "Unsatisfactory" rating of the unit member's performance, the Charter will 11 12 require an Improvement Plan for each "Unsatisfactory" rating which must be in effect for a minimum of 13 four (4) weeks. All Improvement Plans must be provided to the employee during the summary evaluation period. 14

b. A Permanent Counselor, Instructional Coach, or Teacher on Special Assignment (TOSA)
who have been placed on an Improvement Plan shall be evaluated annually until areas of concern
addressed in the Improvement Plan have improved to a, at a minimum, "Meets Standard" rating.

c. Upon ratification of this agreement, years of service rendered at CMI of each unit member
will count as credit toward achieving Permanent Status.

d. Permanent Counselors, Instructional Coaches, or Teachers on Special Assignment (TOSA)
who have been employed at least four (4) full years with the Charter and whose previous evaluation rated
the employee as "Exemplifying Standards" on at least two (2) of the strands evaluated and has no strands
marked as "Developing Beginning Practices" or "Unsatisfactory" shall be evaluated every five (5) years.

e. If, at any time, the evaluator is concerned about a decline in the unit member's performance,
 the evaluator shall notify the unit member no later than May 15th that they will be assigned a two-year
 evaluation cycle the following school-year. The unit member shall be returned to the five-year cycle upon
 receiving an evaluation that meets the criteria above.

1	ARTICLE IX
2	COMPLAINTS AND PERSONNEL FILES
3	1. <u>Complaints</u>
4	Complaints against unit members shall be handled according to applicable CMI policies and legal
5	requirements. When appropriate, complainants may be asked to attempt to informally resolve such
6	complaints with the involved unit member.
7	2. <u>Inspection of Personnel Files</u>
8	a. Every unit member shall have the right to inspect and obtain copies of materials in the
9	personnel file consistent with legal requirements.
10	b. Upon written authorization by the unit member, a representative of the Association shall
11	be permitted to examine and/or obtain copies of materials in such unit member's personnel file.
12	3. <u>Placement of Materials in the Personnel File</u>
13	Prior to any derogatory information being placed in a unit member's personnel file, the unit member will
14	be given notice of his or her right to respond and have the response attached to the derogatory information.

1	ARTICLE X
2	LEAVES OF ABSENCE
3	1. <u>Sick Leave</u>
4	Unit members shall earn ten (10) days of paid sick leave per school year of employment. Unit members
5	who are less than full-time shall be entitled to a pro rata amount of sick leave proportionate to a full-time
6	unit member. Sick leave shall be deducted on an hourly basis.
7	2. <u>Extended Illness/Injury Leave.</u>
8	a. Unit members who have exhausted all available sick leave, including all accumulated sick
9	leave, and continue to be absent from duty on account of personal illness/injury shall be paid half the
10	unit member's daily rate for up to an additional sixty (60) working days during a thirty-six (36) rolling
11	calendar month period. This shall be referred to as half-pay. The half-pay shall apply to unit members
12	who are absent for either a portion of their work day or their entire day.
13	b. Unit members shall be permitted to utilize this Extended Illness/Injury Leave intermittently as
14	needed during the thirty-six month period. The unit member must also supply the Charter with a
15	physician's certification verifying each day of absence and a release to return work prior to resuming
16	active duty.
17	3. <u>Personal Necessity and Personal Discretion Leave</u>
18	a. Earned sick leave may be used, at the employee's discretion, for the purposes of personal
19	necessity or personal discretion, provided that use of sick leave does not exceed eight (8) days in any year.
20	Except in emergency situations, all requests for personal necessity or discretion leave must be pre-
21	approved by the Principal or designee.

b. Of the eight (8) days available for personal necessity, unit members can use up to five (5)
 days for personal discretion.

3 c. Neither personal necessity or personal discretion leave can be used to extend a holiday or
4 non-student day.

5 4. <u>Pregnancy, Paternity or Adoption</u>

6 Unit members may use up to the lesser of ten (10) days or 50% of their unused sick leave for pregnancy,
7 paternity or adoption. Leave must be used in a single block

8 5. <u>Catastrophic Leave</u>

9 A catastrophic leave program will be developed by a committee made up of unit members and Charter
10 management.

Bargaining unit members may participate in the Charter catastrophic leave program. Catastrophic illness or injury is one that is expected to require the employee to be off work for an extended period of time for their illness or injury, or that of an immediate family member. The employee requesting leave must submit a doctor's statement confirming the need for the leave.

15 Once the request has been received in the Perris Union High School District Human Resources 16 office, a request for donation will be sent to all bargaining unit members. The request will not identify the 17 requestor by name.

18 6. <u>Bereavement</u>

19 Unit members shall be provided up to three (3) days of bereavement leave for the death of an immediate 20 family member. Immediate family is defined as mother, father, grandmother, grandfather, or a grandchild, 21 step-mother or step-father, employee's spouse or child, son-in-law, daughter-in-law, step-child, brother, 22 sister or any other relative living in the immediate household of the employee.

# 1 7. <u>Jury Duty</u>

Unit members shall be entitled to as many days of paid leave as are necessary to for Jury Duty service.
The unit member will notify administration as soon as possible. The unit member will make a reasonable
attempt to postpone Jury Duty service to dates when school is not in session. Verification of duty will be
required.

6 8. <u>Absence Reporting</u>

7 Unit members shall report any absences no later than two and one-half (2<sup>1</sup>/<sub>2</sub>) hours prior to the beginning
8 of the unit members work day in the manner prescribed by the Charter.

1	ARTICLE XI
2	ASSIGNMENT AND REASSIGNMENT
3	1. <u>Timeline of Preliminary Assignments and Vacancies</u>
4	a. An "Intent to Return" Form will be sent to unit members on or before April 15 each year
5	to determine openings and vacancies and the assignment preferences of unit members. Unit members
6	shall return the Intent to Return Form on or before April 30. Failure to return the form on or before
7	April 30 shall be deemed to be a voluntary resignation of the unit member's position for the following
8	school year.
9	b. Unit members who desire a change in assignment for the upcoming school year shall
10	provide a written request for the change to the Commandant/Principal by April 30.
11	c. Preliminary assignments and reassignments based on these forms shall be made by the
12	Commandant/Principal, or designee on or before May 15.
13	2. <u>Assignment Change</u>
14	a. An assignment change consists of the movement of a unit member from (a) one subject
15	area to another subject area, or (b) one grade level to another grade level
16	b. If the Charter changes the assignment of a unit member after the beginning of the current
17	semester, the Charter shall make a reasonable effort to provide at least five working days' notice
18	regarding the need for an assignment change. Unit members shall receive two (2) days of release time to
19	prepare for the new assignment. At the discretion of the unit member, in member, in lieu of two (2) days
20	release time, an equivalent amount of time can be claimed as extra duty and compensated at the period
21	substitute rate. Additional time may be granted under unusual circumstances.

1		ARTICLE XII
2		LAYOFF
3	1.	The Charter reserves the right to layoff unit members for lack of work, lack of funds or other
4		legitimate reasons. Unit members will be selected for the layoff based on a combination of factors,
5		including performance, skills, seniority and the Charter's needs.
6	2.	The Charter shall provide an updated seniority list to the Association by October 1 of each school
7		year.

1	ARTICLE XIII		
2	PROBATIONARY RELEASE AND DISMISSAL		
3	1. <u>Probationary Release</u>		
4	a. Probationary unit members, as defined in Article VIII, may be released from their		
5	employment with the Charter at any time and for any reason.		
6	b. During the first and second year of probationary service, a unit member may be released from		
7	employment without cause. To the extent possible, the Charter shall provide notice to unit members no		
8	later than May 15th if they will not be rehired for the subsequent school year. If released during the school		
9	year, the unit member shall be provided severance in the amount of one (1) month's salary.		
10	2. <u>Permanent Dismissal</u>		
11	a. The provisions of this section shall only apply to recommendations for dismissal initiated on		
12	or after July 1, 2023 for unit members who have obtained Permanent Status with the Charter,		
13	as described in Article VIII.		
14	b. Dismissal shall be imposed on permanent unit members in accordance with the terms of this		
15	Article for just cause noted below.		
16	c. For purposes of the procedures set forth herein, dismissal is deemed to be termination of		
17	employment of a permanent bargaining unit member with the Charter. "Just Cause" for		
18	dismissal shall include, but is not limited to the following:		
19	i. Falsifying any information supplied to the school Charter, including, but not limited		
20	to, information supplied on application forms, employment records, or any other		
21	school Charter records.		
22	ii. Incompetency.		
23	iii. Inefficiency.		

1	iv.	Neglect of duty.
2	V.	Insubordination.
3	vi.	Dishonesty.
4	vii.	Unsatisfactory performance.
5	viii.	Drinking alcoholic beverages and/or the use of drugs, controlled substances, or
6		narcotics while on duty or in close time proximity thereto.
7	ix.	Use and/or addiction to controlled substances.
8	х.	Conviction of a felony, conviction of any sex offense made relevant by provisions
9		law, or conviction of a misdemeanor. A plea or verdict of guilty, or a conviction
10		following a plea of nolo contendere is deemed to be a conviction within the meaning
11		of this section.
12	xi.	Absence without leave.
13	xii.	Abandonment of position.
14	xiii.	Immoral conduct.
15	xiv.	Discourteous treatment of the public, students, or other employees.
16	XV.	Improper political activity.
17	xvi.	Willful disobedience.
18	xvii.	Misuse of Charter property.
19	xviii.	Violation of Charter, Board or departmental rule, policy or procedure.
20	xix.	Failure to possess or keep in effect any license, certificate, or other similar
21		requirement specified in the unit member's classification specification or otherwise
22		necessary for the unit member to perform the duties of the position.
23	XX.	Refusal to take and subscribe any oath or affirmation which is required by law in
24		connection with his/her employment.

- 1 xxi. No person who is a member of an organization which advocates support of a foreign 2 government in case of hostilities shall hold office or employment under the State of 3 California or its subordinate governments.
- 4 xxii. Physical or mental disability, which precludes the unit member from the proper 5 performance of his/her essential functions as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement 6 7 of unit members.
- 8 xxiii. Unlawful retaliation against any other Charter officer or unit member or member of 9 the public who, in good faith, reports, discloses, divulges, or otherwise brings to the 10 attention of any appropriate authority any information relative to actual or suspected 11 violation of any law of this State or the United States occurring on the job or directly 12 related thereto.

#### 13 3. In taking action against a permanent unit member pursuant to this Article, a written recommendation 14 for dismissal shall be served on the unit member personally, or by certified mail. The notice of proposed 15 dismissal shall contain:

- 16
  - a. A description of the proposed action and its effective date;
- 17 b. A statement of the reasons for such proposed action, including the acts or omissions on which 18 the proposed action is based;
- 19 c. In cases where the basis for dismissal is unsatisfactory performance, a description of the 20 specific remediation procedures undertaken by the Charter to assist the unit member in 21 rectifying the identified deficiency that gave rise to the dismissal proceeding;
- 22 d. Copies of materials, if any, in the possession of Charter upon which the proposed action is 23 based;

- e. A statement of the unit member's right to a hearing regarding the charges, as provided for
   below;
- 3
- f. A statement of the unit member's right to be represented during this procedure;
- 4

g. A statement of the unit member's right to appeal to the Charter Board should the proposed action be recommended to the Charter Board.

A unit member shall be entitled to a *Skelly* hearing within thirty (30) calendar days of receiving a
written recommendation for dismissal. The Charter shall designate a hearing officer for any hearing
conducted pursuant to this provision. The hearing officer will determine if the recommendation shall be
upheld and referred to the Charter Board for consideration.

5. Should dismissal be recommended to the Charter Board, Charter shall have the right to refer such
action to an impartial hearing officer selected in accordance with the following procedure.

12 If the Charter and CMITA cannot agree upon a hearing officer, then a hearing officer shall be selected by 13 requesting a list of officers from the State Mediation and Conciliation Service or the American Arbitration Association. The cost of any such list will be borne by the Charter. If either party deems the list of hearing 14 15 officers to be unacceptable, an additional list shall be requested, no more than once per requesting party, the 16 cost of which shall be borne entirely by the requesting party. From this list of hearing officers, the parties 17 shall strike alternately until only one (1) name remains, who shall be the hearing officer. The first strike 18 shall be determined by the flip of a coin. Thereafter, the hearing shall proceed under the Voluntary Labor 19 Arbitration Rules of the American Arbitration Association. All costs for the services of the hearing officer 20 shall be borne equally by the Charter and CMITA. All other costs shall be borne by the party incurring them.

- a. Each party shall present its own statement of the issue to the hearing officer.
- b. The decision of the hearing officer shall be advisory to all parties and shall be subject to
  review by the Charter Board.

- 1 6. The decision of the Charter Board shall be final, not subject to additional appeal rights nor subject
- 2 to the grievance process.

### ARTICLE XIV

2

# SAFETY CONDITIONS OF EMPLOYMENT

Bargain unit members shall immediately report any unsafe, hazardous, unhealthy, or potentially
 dangerous working conditions to the Commandant/Principal or designee, in writing. The
 Commandant/Principal or designee shall investigate the reported unsafe condition and then advise the
 bargaining unit member in writing within five (5) working days of any findings and what action, if any,
 will be taken to correct the unsafe condition.

8 2. Unit members who are authorized by the School to drive students on an extracurricular (school 9 sponsored) field trip shall have the prior approval of the Commandant/Principal or designee. Unit 10 members must also comply with all rules and regulations set forth by the Charter to obtain driving 11 clearance.

12 3. Unit members shall immediately report workplace injuries suffered in connection with their13 employment to their Commandant/Principal or immediate supervisor.
1		ARTICLE XV
2		COMPENSATION AND BENEFITS
3	1.	Compensation
4	See sa	alary schedules set forth in Appendix A
5	2.	Benefits

6 See Benefits set forth in Appendix B.

1	ARTICLE XVI
2	SAVINGS
3	If any provision of this Agreement is invalidated by law or held to be contrary to law by a court of

4 competent jurisdiction, all other provisions or applications shall continue in full force and effect.

1	ARTICLE XVII
2	NEGOTIATIONS PROCEDURES
3	1. <u>Negotiations</u>
4	Reasonable effort shall be made to commence negotiations prior to April 15, providing the parties have
5	complied with the "Sunshine" requirement.
6	2. <u>Distribution of Ratified Agreement</u>
7	Within Forty-five (45) days of ratification of an Agreement by both parties herein, the Charter School
8	shall have sufficient copies, prepared and delivered to the Union for distribution to each unit member in
9	the school.
10	3. <u>New Bargaining Unit Members</u>
11	The Association shall be responsible for providing a copy of the negotiated Agreement to all new
12	bargaining unit members.
13	4. <u>Effect of Agreement</u>
14	To the fullest extent permitted by law, this Agreement shall supersede rules, regulations or practices of
15	the Charter School.
16	5. <u>Term</u>
17	This Agreement will be in effect from July 1, 2021 to June 30, 2024, with each party able to open two
18	(2) reopeners (Article) each year thereunder.

1 DATE: March 18, 2022



- 4 Nicholas Hilton
- 5 Director, Human Resources 6
- 7 Candace Reines
- 8 Deputy Superintendent, Business Services
  9 Automatical Action of the service of the service
- 10 Kirk Skorpanich
- Assistant Superintendent, Human Resources
   Agar Nicholas Milosarljavic PhD
- 13 Dr. Igor Nicholas Milosavljevic
- 14 Principal, California Military Institute
- 15
- 16
- 17



Angel Love-Behrens

Bargaining Chairperson, CMITA

Lorraine Turner

CMITA Negotiations Team Member

Jane Scibilia

CMITA Negotiations Team Member Dana J. Lane

Dana Lane

CMITA Negotiations Team Member Kimberly A. Nelson

Kimberly Nelson CMITA Negotiations Team Member

### <u>APPENDIX - A</u>

### **COMPENSATION**

Effective July 1, 2021, an ongoing four percent (4%) increase shall be applied to all salary schedules for all unit members in paid status as of February 1, 2022. Additionally, all unit members will receive a one-time off-schedule payment equal to three and one half percent (3.5%) of their 2021-2022 base salary placement as of February 1, 2022. This off-schedule payment shall be paid on or before the June 2022 pay warrant for those unit members in a paid status as of May 1, 2022.

The Counselor Salary Schedule #214 annual salary shall be recalculated, prior to applying the increase effective July 1, 2021 above, to reflect an annual salary that is 10% more than the same column/row in the Instructor Salary Schedule #211.

Effective July 1, 2021, an 11th row shall be added to Column C, a 16th row shall be added to Column D, and a 26th row shall be added to Column E of Salary Schedules 211, 214, 217, and 218.

Effective July 1, 2022, an ongoing two percent (2%) increase shall be applied to all salary schedules.

Effective July 1, 2022, the clear credential requirement for placement into columns B, C, D, and E of Salary Schedules 211, 214, 217, 218, and 241 shall be removed. As a result of this change the column titled "BA" shall be deleted from the affected salary schedules and the remaining columns shall be re-labelled as follows:

Column A- BA

Column B- BA+ 15 units

Column C- BA+ 45 units

Column D- BA+ 45 units w/MA

Effective July 1, 2022, a 12th row shall be added to Column B, a 17th row shall be added Column C, and a 27th row shall be added to column D of Salary Schedules 211, 214, 217, and 218.

Effective January 1, 2023, an ongoing six and forty-four one-hundredths percent (6.44%) increase shall be applied to all salary schedules for a total compounded salary increase for 2022-2023 of thirteen and forty-two one-hundredths percent (13.42%). Additionally, all unit members will receive a one-time off-schedule payment

of \$4,000. This off-schedule payment shall be paid in November 2022 (5M pay warrant) for those unit members in a paid status as of November 1, 2022. This one-time off-schedule payment shall be prorated for any unit members who are less than full time.

Effective July 1, 2023, an ongoing two percent (2%) increase shall be applied to all salary schedules.

Effective July 1, 2023, a 13th row shall be added to Column B, an 18th row shall be added to Column C, and a 28th row shall be added to Column D of Salary Schedules 211, 214, 217, and 218.

Negotiations for compensation and benefits shall be closed for 2021-2022, 2022-2023 and 2023-2024. The Charter and CMITA agree to reopen negotiations on compensation and benefits for 2022-2023 if the Department of Finance statutory COLA with any augmentation or deficit as included in the final enacted State Budget is greater than six and one-half percent (6.5%). Likewise, the Charter and CMITA agree to reopen negotiations on compensation and benefits for 2023-2024 if the Department of Finance statutory COLA with any augmentation or deficit as included in the final enacted State Budget is greater than six and one-half percent (6.5%).

### 1. <u>Hourly Compensation</u>:

Effective April 1, 2022, hourly compensation for period subbing, Summer School, Home & Hospital instruction, and other work authorized and performed beyond the bargaining unit member's regular workday shall be temporarily increased to \$60 per hour. This increase has no retroactivity and shall sunset July 31, 2022. Effective August 1, 2022, hourly compensation for period subbing, Summer School, Home & Hospital instruction, and other work authorized and performed beyond the bargaining unit member's regular workday shall be \$53.20.

Effective January 1, 2023, hourly compensation for period subbing, Summer School, Home & Hospital instruction, and other work authorized and performed beyond the bargaining unit member's regular workday shall be \$59.15.

Effective July 1, 2023, hourly compensation for period subbing, Summer School, Home & Hospital instruction, and other work authorized and performed beyond the bargaining unit member's regular workday shall

be \$60.35 The above hourly compensation rates shall be increased by any overall percentage rate applied to the instructor salary schedule 211, rounded up to the nearest nickel, with no retroactivity.

### 2. Extended Classroom Teaching Assignments:

Any unit member who is regularly scheduled to teach one (1) additional classroom period in excess of the normal teaching assignment, shall receive one-seventh (1/7) additional pay. The additional pay shall be based on the unit member's per diem salary multiplied by the number of days the additional class was taught. Unit members will be compensated for extended classroom teaching assignments on a monthly basis, except for the first month of a semester which shall be paid in the following month.

### 3. <u>Salary Schedule Advancement</u>

In order for unit members to improve their salary status through academic work relating to their professional service, unit members may take graduate or upper division courses at an accredited college or university. It will be the responsibility of each unit member to submit official verification for any courses completed to the Human Resources office no later than September 15 if credits are to apply toward salary advancement for that school year. Salary advancement shall be retroactive to July 1 of that school year. Only courses taken during the previous (5) years shall be eligible. Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3).

## 4. <u>Salary Schedules</u>

## CALIFORNIA MILITARY INSTITUTE INSTRUCTOR SALARY SCHEDULE #223 EFFECTIVE 07/01/2022 W/6.56% INCREASE 186 CONTRACT DAYS



	COLUMN A -	COLUMN B -	COLUMN C -	COLUMN D -
Row	BA	BA + 15 UNITS	BA + 45 UNITS	BA + 45 UNITS W/MA
1	68,873	72,970	77,072	81,989
2	70,511	74,611	78,712	83,631
3	72,154	76,251	80,352	85,269
4	73,792	77,891	81,989	86,910
5	75,430	79,532	83,631	88,549
6	77,072	81,169	85,269	90,189
7		82,810	86,910	91,831
8		84,450	88,550	93,470
9		86,092	90,190	95,111
10		87,756	91,832	96,751
11		89,334	93,471	98,390
12		90,814	95,112	100,033
13			96,752	101,674
14			98,392	103,312
15			100,034	104,953
16			101,611	106,593
17			103,091	108,233
18				109,874
19				111,514
20				113,154
21				114,794
22				116,436
23				118,076
24				119,715
25				121,357
26				122,934
27				124,414

## CALIFORNIA MILITARY INSTITUTE INSTRUCTOR SALARY SCHEDULE #223 EFFECTIVE 01/01/2023 W/6.44% INCREASE 186 CONTRACT DAYS



	COLUMN A -	COLUMN B -	COLUMN C -	COLUMN D -
Row	BA	BA + 15 UNITS	BA + 45 UNITS	BA + 45 UNITS W/MA
1	73,308	77,669	82,035	87,269
2	75,052	79,416	83,781	89,017
3	76,801	81,162	85,527	90,760
4	78,544	82,907	87,269	92,507
5	80,288	84,654	89,017	94,252
6	82,035	86,396	90,760	95,997
7		88,143	92,507	97,745
8		89,889	94,253	99,489
9		91,636	95,998	101,236
10		93,407	97,746	102,982
11		95,087	99,491	104,726
12		96,662	101,237	106,475
13			102,983	108,222
14			104,728	109,965
15			106,476	111,712
16			108,155	113,458
17			109,730	115,203
18				116,950
19				118,696
20				120,441
21				122,187
22				123,934
23				125,680
24				127,425
25				129,172
26				130,851
27				132,426

## CALIFORNIA MILITARY INSTITUTE INSTRUCTOR SALARY SCHEDULE #223 EFFECTIVE 07/01/2023 W/2% INCREASE 186 CONTRACT DAYS



C	COLUMN A -	COLUMN B -	COLUMN C -	COLUMN D -
Row E	BA	BA + 15 UNITS	BA + 45 UNITS	BA + 45 UNITS W/MA
1	74,774	79,222	83,676	89,014
2	76,553	81,004	85,457	90,797
3	78,337	82,785	87,238	92,575
4	80,115	84,565	89,014	94,357
5	81,894	86,347	90,797	96,137
6	83,676	88,124	92,575	97,917
7		89,906	94,357	99,700
8		91,687	96,138	101,479
9		93,469	97,918	103,261
10		95,275	99,701	105,042
11		96,989	101,481	106,821
12		98,595	103,262	108,605
13		100,075	105,043	110,386
14			106,823	112,164
15			108,606	113,946
16			110,318	115,727
17			111,925	117,507
18			113,405	119,289
19				121,070
20				122,850
21				124,631
22				126,413
23				128,194
24				129,974
25				131,755
26				133,468
27				135,075
28				136,555

## CALIFORNIA MILITARY INSTITUTE COUNSELOR SALARY SCHEDULE #224 EFFECTIVE 07/01/2022 W/6.56% INCREASE 196 CONTRACT DAYS



(	COLUMN A -	COLUMN B -	COLUMN C -	COLUMN D -
Dow				BA + 45 UNITS W/MA
Row I		<b>BA + 15 UNITS</b>	<b>BA + 45 UNITS</b>	
	\$75,760	\$80,267	\$84,778	\$90,189
2 3	\$77,562	\$82,073	\$86,583	\$91,994 \$97,796
	\$79,370	\$83,877	\$88,387	\$93,796
4 5	\$81,171	\$85,681	\$90,189	\$95,601
5	\$82,972	\$87,485	\$91,994	\$97,404
6	\$84,778	\$89,286	\$93,796	\$99,208
7		\$91,091	\$95,601	\$101,014
8		\$92,895	\$97,405	\$102,817
9		\$94,702	\$99,209	\$104,623
10		\$96,533	\$101,015	\$106,427
11		\$98,110	\$102,818	\$108,230
12		\$99,590	\$104,624	\$110,036
13			\$106,428	\$111,841
14			\$108,232	\$113,643
15			\$110,037	\$115,448
16			\$111,614	\$117,252
17			\$113,094	\$119,055
18				\$120,861
19				\$122,665
20				\$124,470
21				\$126,274
22				\$128,079
23				\$129,883
24				\$131,686
25				\$133,493
26				\$135,070
27				\$136,550



	COLUMN A -	COLUMN B -	COLUMN C -	COLUMN D -
				BA + 45 UNITS
Row		BA + 15 UNITS	BA + 45 UNITS	W/MA
1	\$80,639	\$85,436	\$90,238	\$95,997
2	\$82,557	\$87,359	\$92,159	\$97,918
3	\$84,481	\$89,279	\$94,079	\$99,836
4	\$86,398	\$91,199	\$95,997	\$101,758
5	\$88,315	\$93,119	\$97,918	\$103,677
6	\$90,238	\$95,036	\$99,836	\$105,597
7		\$96,957	\$101,758	\$107,519
8		\$98,877	\$103,678	\$109,438
9		\$100,801	\$105,598	\$111,361
10		\$102,750	\$107,520	\$113,281
11		\$104,428	\$109,439	\$115,200
12		\$106,004	\$111,362	\$117,122
13			\$113,282	\$119,044
14			\$115,202	\$120,962
15			\$117,123	\$122,883
16			\$118,802	\$124,803
17			\$120,377	\$126,722
18				\$128,644
19				\$130,565
20				\$132,486
21				\$134,406
22				\$136,327
23				\$138,247
24				\$140,167
25				\$142,090
26				\$143,769
27				\$145,344

## CALIFORNIA MILITARY INSTITUTE COUNSELOR SALARY SCHEDULE #224 EFFECTIVE 07/01/2023 W/2% INCREASE 196 CONTRACT DAYS



C	COLUMN A -	COLUMN B -	COLUMN C -	COLUMN D -
Row E	BA	BA + 15 UNITS	BA + 45 UNITS	BA + 45 UNITS W/MA
1	\$82,252	\$87,145	\$92,043	\$97,917
2	\$84,208	\$89,106	\$94,002	\$99,876
3	\$86,171	\$91,065	\$95,961	\$101,833
4	\$88,126	\$93,023	\$97,917	\$103,793
5	\$90,081	\$94,981	\$99,876	\$105,751
6	\$92,043	\$96,937	\$101,833	\$107,709
7		\$98,896	\$103,793	\$109,669
8		\$100,855	\$105,752	\$111,627
9		\$102,817	\$107,710	\$113,588
10		\$104,805	\$109,670	\$115,547
11		\$106,517	\$111,628	\$117,504
12		\$108,124	\$113,589	\$119,464
13		\$109,604	\$115,548	\$121,425
14			\$117,506	\$123,381
15			\$119,465	\$125,341
16			\$121,178	\$127,299
17			\$122,785	\$129,256
18			\$124,265	\$131,217
19				\$133,176
20				\$135,136
21				\$137,094
22				\$139,054
23				\$141,012
24				\$142,970
25				\$144,932
26				\$146,644
27				\$148,251
28				\$149,731

# CALIFORNIA MILITARY INSTITUTE SCHOOL NURSE SALARY SCHEDULE #226 EFFECTIVE 07/01/2022 W/6.56% INCREASE 202 CONTRACT DAYS



C	OLUMN A -	COLUMN B -	COLUMN C -	COLUMN D -
				BA + 45 UNITS
Row B	Α	BA + 15 UNITS	BA + 45 UNITS	W/MA
1	\$68,514	\$72,708	\$76,901	\$81,932
2	\$70,176	\$74,370	\$78,562	\$83,593
3	\$71,837	\$76,031	\$80,223	\$85,253
4	\$73,498	\$77,692	\$81,885	\$86,915
5	\$75,159	\$79,352	\$83,544	\$88,575
6	\$76,821	\$81,013	\$85,206	\$90,237
7		\$82,675	\$86,867	\$91,897
8		\$84,335	\$88,528	\$93,558
9		\$85,997	\$90,188	\$95,220
10		\$87,658	\$91,849	\$96,882
11		\$89,235	\$93,510	\$98,542
12		\$90,715	\$95,172	\$100,203
13			\$96,833	\$101,864
14			\$98,493	\$103,526
15			\$100,154	\$105,186
16			\$101,731	\$106,846
17			\$103,211	\$108,508
18				\$110,168
19				\$111,829
20				\$113,491
21				\$115,151
22				\$116,812
23				\$118,472
24				\$120,135
25				\$121,796
26				\$123,373
27				\$124,853

# CALIFORNIA MILITARY INSTITUTE SCHOOL NURSE SALARY SCHEDULE #226 EFFECTIVE 01/01/2023 W/6.44% INCREASE 202 CONTRACT DAYS



(	COLUMN A -	COLUMN B -	COLUMN C -	COLUMN D -
				BA + 45 UNITS
Row E	BA	BA + 15 UNITS	BA + 45 UNITS	W/MA
1	\$72,926	\$77,390	\$81,853	\$87,208
2	\$74,695	\$79,159	\$83,621	\$88,976
3	\$76,463	\$80,927	\$85,389	\$90,743
4	\$78,231	\$82,695	\$87,158	\$92,512
5	\$79,999	\$84,462	\$88,924	\$94,279
6	\$81,768	\$86,230	\$90,693	\$96,048
7		\$87,999	\$92,461	\$97,815
8		\$89,766	\$94,229	\$99,583
9		\$91,535	\$95,996	\$101,352
10		\$93,303	\$97,764	\$103,121
11		\$94,982	\$99,532	\$104,888
12		\$96,557	\$101,301	\$106,656
13			\$103,069	\$108,424
14			\$104,836	\$110,193
15			\$106,604	\$111,960
16			\$108,282	\$113,727
17			\$109,858	\$115,496
18				\$117,263
19				\$119,031
20				\$120,800
21				\$122,567
22				\$124,335
23				\$126,102
24				\$127,872
25				\$129,640
26				\$131,318
27				\$132,894

# CALIFORNIA MILITARY INSTITUTE SCHOOL NURSE SALARY SCHEDULE #226 EFFECTIVE 07/01/2023 W/2% INCREASE 202 CONTRACT DAYS



	COLUMN A -	COLUMN B -	COLUMN C -	COLUMN D -
				BA + 45 UNITS
Row	BA	BA + 15 UNITS	BA + 45 UNITS	W/MA
1	\$74,38	5 \$78,938	\$83,490	\$88,952
2	\$76,18	9 \$80,742	\$85,293	\$90,756
3	\$77,99	2 \$82,546	\$87,097	\$92,558
4	\$79,79	6 \$84,349	\$88,901	\$94,362
5	\$81,59	9 \$86,151	\$90,702	\$96,165
6	\$83,40	3 \$87,955	\$92,507	\$97,969
7		\$89,759	\$94,310	\$99,771
8		\$91,561	\$96,114	\$101,575
9		\$93,366	\$97,916	\$103,379
10		\$95,169	\$99,719	\$105,183
11		\$96,882	\$101,523	\$106,986
12		\$98,488	\$103,327	\$108,789
13		\$99,968	\$105,130	\$110,592
14			\$106,933	\$112,397
15			\$108,736	\$114,199
16			\$110,448	\$116,002
17			\$112,055	\$117,806
18			\$113,535	\$119,608
19				\$121,412
20				\$123,216
21				\$125,018
22				\$126,822
23				\$128,624
24				\$130,429
25				\$132,233
26				\$133,944
27				\$135,552
28				\$137,032

# CALIFORNIA MILITARY INSTITUTE MILITARY SCIENCE INSTRUCTOR SALARY SCHEDULE #227 EFFECTIVE 07/01/2022 W/6.56% INCREASE 220 CONTRACT DAYS



CC	COLUMN A - COLUMN B -		COLUMN C -	COLUMN D -		
				BA + 45 UNITS		
Row BA	4	BA + 15 UNITS	BA + 45 UNITS	W/MA		
1	\$79,039	\$83,744	\$88,449	\$94,096		
2	\$80,922	\$85,627	\$90,332	\$95,974		
3	\$82,805	\$87,507	\$92,214	\$97,857		
4	\$84,685	\$89,393	\$94,096	\$99,742		
5	\$86,569	\$91,273	\$95,974	\$101,623		
6	\$88,449	\$93,154	\$97,857	\$103,505		
7		\$95,039	\$99,742	\$105,388		
8		\$96,917	\$101,625	\$107,272		
9		\$98,802	\$103,507	\$109,152		
10		\$100,683	\$109,153	\$116,683		

# CALIFORNIA MILITARY INSTITUTE MILITARY SCIENCE INSTRUCTOR SALARY SCHEDULE #227 EFFECTIVE 01/01/2023 W/6.44% INCREASE 220 CONTRACT DAYS



C	OLUMN A -	COLUMN B -	COLUMN C -	COLUMN D -		
				BA + 45 UNITS		
Row B	Α	BA + 15 UNITS	BA + 45 UNITS	W/MA		
1	\$84,129	\$89,137	\$94,145	\$100,156		
2	\$86,133	\$91,141	\$96,149	\$102,155		
3	\$88,138	\$93,142	\$98,153	\$104,159		
4	\$90,139	\$95,150	\$100,156	\$106,165		
5	\$92,144	\$97,151	\$102,155	\$108,168		
6	\$94,145	\$99,153	\$104,159	\$110,171		
7		\$101,160	\$106,165	\$112,175		
8		\$103,158	\$108,170	\$114,180		
9		\$105,165	\$110,173	\$116,181		
10		\$107,167	\$116,182	\$124,197		

# CALIFORNIA MILITARY INSTITUTE MILITARY SCIENCE INSTRUCTOR SALARY SCHEDULE #227 EFFECTIVE 07/01/2023 W/2% INCREASE 220 CONTRACT DAYS



COI	LUMN A -	COLUMN B -	COLUMN C -	COLUMN D -		
				BA + 45 UNITS		
Row BA		BA + 15 UNITS	BA + 45 UNITS	W/MA		
1	\$85,812	\$90,920	\$96,028	\$102,159		
2	\$87,856	\$92,964	\$98,072	\$104,198		
3	\$89,901	\$95,005	\$100,116	\$106,242		
4	\$91,942	\$97,053	\$102,159	\$108,288		
5	\$93,987	\$99,094	\$104,198	\$110,331		
6	\$96,028	\$101,136	\$106,242	\$112,374		
7		\$103,183	\$108,288	\$114,419		
8		\$105,221	\$110,333	\$116,464		
9		\$107,268	\$112,376	\$118,505		
10		\$109,310	\$118,506	\$126,681		

# Stipends

Positions	% of Column 2/Row 1
Activities Director	12%
Athletic Director	12%
AVID Coordinator	6%
Band Director	7%
Baseball - Head Coach	4%
Baseball - Assistant Coach	2%
Basketball - Head Coach	4%
Basketball - Assistant Coach	2%
Cheer - Head Coach	5%
Cheer - Assistant	2%
Chemical Hygiene Officer	3%
Class Advisor - Senior	4%
Class Advisor - Junior	3%
Community Services Coordinator	9%
Cross Country	4%
Cross Country - Assistant	2%
Dance Team	5%
Dance Assistant	2%
Drama	3%
Department Chair - Physical Education	4%
Department Chair - English	4%
Department Chair - Foreign Language	4%
Department Chair - Math	4%
Department Chair - Science	4%
Department Chair - Social Studies	4%
Drill Coach	4%
ELD Coordinator	4%
Football - Head Coach	9%
Football - Assistant Coach	4.5%
Friday Night Live Advisor	3%
Golf - Head Coach	2%

Golf - Assistant Coach	1%
Grade Level Lead (5-8 grade)	4%
Link Crew Coordinator	4%
Military Advisor - Senior	4%
Military Advisor - Assistant	2%
Military Battalion Leader	3%
Military TAC Leader	1%
Miscellaneous Club	3%
Rifle Team	2%
Soccer - Head Coach	4%
Soccer - Assistant Coach	2%
Softball - Head Coach	4%
Softball - Assistant Coach	2%
Tennis - Head Coach	2%
Tennis - Assistant Coach	1%
Testing Coordinator	4%
Track - Head Coach	4%
Track - Assistant Coach	2%
Volleyball - Head Coach	4%
Volleyball - Assistant Coach	2%
WEB Coordinator	9%
Wrestling - Head Coach	2%
Wrestling - Assistant Coach	1%
Yearbook Advisor	4%

Stipends shall be based upon column 2 row 1 of the instructor salary schedule. Stipends are intended to cover all work required of the position, including outside of the work day and work year. Head coaching positions shall be responsible to oversee the entire program, grades 5-12, with assistants according to the size of the program and available funds. The Charter maintains full and complete authority to determine which programs and the quantity of each stipend it shall allocate in a given school year.

## APPENDIX - B

### **BENEFITS**

- 1. In accordance with Appendix B of the Collective Bargaining Agreement the following three-tiered health and welfare plans shall be offered to Charter employees for open enrollment through the Riverside County Employer/Employee Partnership (REEP):
  - a. Anthem HMO 20
  - b. Anthem HMO 30
  - c. Anthem HMO 40
  - d. Anthem HAS
  - e. Anthem Minimum Value Plan (MVP) 3-tier
  - f. Kaiser HMO 20 (High)
  - g. Kaiser DHMO 500
  - h. Kaiser HAS
  - i. Kaiser Minimum Value Plan (MVP) 3-Tier
  - j. Delta Dental Incentive PPO
  - k. Delta Dental PPO
  - 1. Delta Care HMO Dental
  - m. Anthem PPO Dental
  - n. Medical Eye Services (MES) Vision
  - o. Vision Service Provider (VSP) Vision
- 2. Attached to this agreement are the plan premiums and eleventhly payroll deductions based upon renewal rate percentages for 2021-2022, along with estimated plan premiums and eleventhly payroll deductions for 2022-2023 and 2023-2024 based upon a four-percent (4%) increase to all medical plans and no increase to dental and vision plans. The premiums for the Employee Assistance Program (EAP) and Talk Space are also included within the medical premiums.
- 3. Medical premiums shall be offered on a three-tiered rate structure: Single, Employee+1 or Family coverage. Family coverage is defined as employee and all eligible dependents and/or the employee's spouse. Employee+1 is defined as the employee plus any other eligible dependent or the employee's spouse. Dental and vision shall be offered on a composite rate structure. For each year, the amount shall be prorated for benefit eligible employees working less than full time. Please refer to the attached spreadsheet for further information.
  - a. Effective July 1, 2021 the Charter contribution towards premiums for health and welfare benefits for full-time unit members shall be \$9,675-Anthem \$9,675-Kaiser single coverage, \$17,375-Anthem \$15,175-Kaiser employee+1 coverage, and for \$16,375-Anthem \$14,175-Kaiser family coverage.
  - b. Effective July 1, 2022, the Charter contribution towards premiums for health and welfare benefits for full-time unit members shall be increased to \$10,025-Anthem \$10,025-Kaiser single coverage, \$18,175-Anthem \$15,975-Kaiser employee+1 coverage, and for \$17,175-Anthem \$14,975-Kaiser family coverage.
  - c. Effective July 1, 2023, the Charter contribution towards premiums for health and welfare benefits for full-time unit members shall be increased to \$10,375-Anthem \$10,375-Kaiser

single coverage, \$18,975-Anthem \$16,775-Kaiser employee+1 coverage, and for \$17,975-Anthem \$15,775-Kaiser family coverage.

- 4. Open Enrollment for Health & Welfare shall be set by the Charter and occur each year in May for the upcoming plan year.
- 5. For the 2022-2023 plan year and the 2023-2024 plan year, CMITA shall review health and welfare plans offered by REEP. Should the ASSOCIATION desire to make changes to the plans being offered, the ASSOCIATION shall do so through the plan design process and in accordance with the timelines and deadlines imposed by REEP.
- 6. Health & Welfare negotiations shall be closed through June 30, 2024.

## APPENDIX - C

## **EVALUTION FORMS**



### CALIFORNIA MILITARY INSTITUTE CERTIFICATED OBSERVATION FORM

Employee's Name:		Status: (Check one)	<ul><li>Probationary</li><li>Permanent</li></ul>	
Position:		<ul> <li>Instructional Coach</li> <li>Teacher on Special Assignment (TOSA)</li> </ul>		
Class:		Date and Period of Observations:		
Length of Observation:		Evaluator:		

Observation Notes:
Commendations/Recommendations :
-
Summary:

This report is a summary of my formal observation and has been discussed with me in conference with my Evaluator. The Evaluatee may, within 10 working days, make a written response to the observation. A signature on this document does not necessarily signify agreement.

**Employee's Signature** 

Date



### **CERTIFICATED EVALUATION FORM**

### <u>Teacher</u>

Employee's Name:	Status:	Probationary			
	(Check one)	Permanent			
School Year:	Grades/Subject/Assignment:				
Dates of Observations:	Evaluator:				

Scale:

(E) Exemplifies the standard (M) Meets standards (N) Needs Improvement (U) Unsatisfactory

In the areas of evaluation below, check off your rating of the employee based on the above scale in the boxes provided. An unsatisfactory rating must be accompanied by specific written suggestions to improve performance on an improvement Plan.

AREAS OF EVALUATION: CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION		Е	м	N	U
1.	STANDARD ONE: Engaging & Supporting All Students in Learning				
	1.1 Using knowledge of students to engage them in learning				
	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests				
	1.3 Connecting subject matter to meaningful, real-life contexts				
	1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs				
	1.5 Promoting critical thinking through inquiry, problem solving, and reflection				
	1.6 Monitoring student learning and adjusting instruction while teaching				
2.	STANDARD TWO: Creating & Maintaining Effective Environments for Student Learning				
	2.1 Promoting social development and responsibilities within a caring community where each student is treated fairly and respectfully				
	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students				
	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe				
	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students				
	2.5 Developing, communicating, and maintaining high standards for individual and group behavior				
	2.6 Employing classroom routines, procedures, norms and supports for positive behavior to ensure a climate in which all students can learn				
	2.7 Using instructional time to optimize learning				

3.	STANDARD THREE: Understanding & Organizing Subject Matter for Student Learning	Е	м	N	U
	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks				
	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter				
	3.3 Organizing curriculum to facilitate student understanding of the subject matter				
	3.4 Utilizing instructional strategies that are appropriate to the subject matter				
	3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students				
	3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content				
4.	STANDARD FOUR: Planning Instruction & Designing Learning Experiences for all Students				
	4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction				
	4.2 Establishing and articulating goals for student learning				
	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning				
	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students				
	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students				
5.	STANDARD FIVE: Assessing Students for Learning		-		
	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments				
	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction				
	5.3 Reviewing data, both individually and with colleagues, to monitor student learning				
	5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction				
	5.5 Involving all students in self-assessment, goal setting, and monitoring progress				
	5.6 Using available technologies to assist in assessment, analysis, and communication of student learning				
	5.7 Using assessment information to share timely and comprehensible feedback with students and their families				

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

### 7. Overall Evaluation:

7.1 Commendations:

7.2 Recommendations:

**8.** Improvement Plan: This employee performs professional duties conducive to the academic, social, and emotional needs of all students.

 $\Box$  Yes  $\Box$  No  $\Box$  Needs to improve (site professional teaching standards):

Date scheduled to review Improvement Plan (if needed):

### 9. Employment Status Recommendation:

Employee's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

Teacher's Signature

Date

Evaluator's Signature

Date

Std	Element	Exemplifies the Standard	Meets Standard	Needs Improvement	Unsatisfactory
1.1	Using knowledge of students to engage them in learning	Uses comprehensive knowledge of students to make ongoing adjustments and accommodations in instruction.	Uses data from multiple sources to make adjustments to instruction and meet individual identified learning needs.	Gathers additional data to learn about individual students.	Learns about students through data provided by the school and/or through district assessments.
1.2	Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests	Uses extensive information regarding students and their communities systematically and flexibly throughout instruction.	Integrates broad knowledge of students' cultural backgrounds, prior knowledge, life experiences, and interests to inform instruction.	Uses gathered information about students' prior knowledge, cultural backgrounds, life experiences, and interests to support student learning.	Develops awareness of prior knowledge, culture, backgrounds, life experience, and interests represented among students.
1.3	Connecting subject matter to meaningful, real-life contexts	Engages students in actively making connections to relevant, meaningful, and real-life contexts throughout subject matter instruction.	Integrates connections to meaningful, real-life contexts in planning subject matter instruction and is responsive during instruction to engage students in relating to subject matter.	Explores using additional real-life connections to subject matter in single lessons or sequence of lessons to support student understanding.	Uses real-life connections during instruction as identified in curriculum.
1.4	Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	Refines the flexible use of an extensive repertoire of strategies, resources, and technologies to meet students' diverse learning needs.	Creates, adapts, and integrates a broad range of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs.	Explores additional instructional strategies, resources, and technologies in single lessons or sequence of lessons to meet students' diverse learning needs.	Uses instructional strategies, resources, and technologies as provided by school and/or district.
1.5	Promoting critical thinking through inquiry, problem solving, and reflection	Facilitates systematic opportunities for students to apply critical thinking by designing structured inquiries into complex problems.	Supports students to initiate critical thinking through independently developing questions, posing problems and reflecting on multiple perspectives.	Includes questions in single lessons or a sequence of lessons that require students to recall, interpret, and think critically.	Asks questions that focus on factual knowledge and comprehension.
1.6	Monitoring student learning and adjusting instruction while teaching	Makes adjustments to extend learning opportunities and provide assistance to students in mastering the content flexibly and effectively.	Adjusts strategies during instruction based on the ongoing monitoring of individual student needs for assistance, support, or challenge.	Seeks to clarify instructions and learning activities to support student understanding	Implements lessons following curriculum guidelines.

## Standard 2 Rubric - Creating and Maintaining Effective Environments for Student Learning

Std	Element	Exemplifies the Standard	Meets Standard	Needs Improvement	Unsatisfactory
2.1	Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	Facilitates student self reflection and ongoing improvement of the caring community based on respect, fairness, and the value of all members.	Develops shared responsibility with students for resolving conflict and creating and maintaining a caring classroom community.	Reinforces positive, responsible, and respectful student interactions. Assists students to resolve conflicts.	Seeks to understand cultural perceptions of caring communities.
2.2	Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	Adapts physical and/ or virtual learning environments flexibly to facilitate access to a wide range of resources that engage students in learning. Ensures that environments enhance learning and reflect diversity within and beyond the classroom.	Maintains physical and/or virtual learning environments that reflect student diversity and provides a broad range of resources, displays, and artifacts that are current and integral to instruction.	Experiments with adapting the physical and/or virtual learning environments that support student learning.	Is aware of the importance of the physical and/or virtual learning environments that support student learning.
2.3	Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	Shares responsibility with the students for the establishment and maintenance of a safe physical, intellectual, and emotional environment focused on high quality and rigorous learning.	Integrates support for students to take risks and offer respectful opinions about divergent viewpoints. Engages in reflection	Explores strategies to establish intellectual and emotional safety in the classroom.	Adheres to policies and laws regarding safety that are required by the site, district, and state
2.4	Creating a rigorous learning environment with high expectations and appropriate support for all students	Facilitates a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis and purposeful use of learning.	Integrates rigor throughout the learning environment that values accuracy, analysis, and critical reading, writing and thinking.	Works to maintain high expectations for students while becoming aware of achievement patterns for individuals and groups of students	Is aware of the importance of maintaining high expectations for students.
2.5	Developing, communicating, and maintaining high standards for individual and group behavior	Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.	Integrates equitable expectations, positive supports, and consequences for individual and group behavior within and across learning activities.	Develops expectations with some student involvement. Communicates, models and explains expectations for individual and group behavior.	Refers to standards for behavior and applies consequences as needed.
2.6	Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	Facilitates student participating in developing, monitoring, and adjusting routines and procedures focuses on maximizing learning. Classroom climate integrates school standards and culturally relevant norms.	Engages students in monitoring and reflecting on routines, procedures, and norms in ways that are culturally responsive. Maintains a quality learning climate that builds on student strengths.	Seeks to promote positive behaviors and responds to disruptive behavior.	Responds to disruptive behavior.
2.7	Using instructional time to optimize learning	Paces, adjusts, and fluidly facilitates instruction and daily activities.	Paces instruction to include ongoing assessment of student learning. Supports students in the monitoring of instructional time.	Paces instruction with some consideration of lesson type, adjustments for sufficient student work time and transitions to optimize learning.	Develops awareness of how transitions and classroom management impact pacing and lessons.

## Standard 3 Rubric - Understanding and Organizing Subject Matter for Student Learning

Std	Element	Exemplifies the Standard	Meets Standard	Needs Improvement	Unsatisfactory
3.1	Demonstrating knowledge of subject matter* academic content standards and curriculum frameworks	Uses extensive knowledge of subject matter concepts, current issues, academic language, and research to make relevant connections to standards during instruction and extend student learning.	Uses broad knowledge of the relationships between subject matter concepts, academic language, and academic content standards, and academic language, in ways that ensure clear connections and relevance to students.	Examines concepts in subject matter and academic language to identify connections between academic content standards and instruction.	Has foundational knowledge of subject matter, related academic language, and academic content standards.
3.2	Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	Draws upon comprehensive knowledge of students to guide all students to develop proficiencies, understand subject matter including related academic language.	Integrates knowledge of individual student development to inform instructional decisions to ensure student understanding of subject matter including related academic language.	Expands knowledge of student development and implements learning activities in single lessons or sequence of lessons that address students' proficiencies and support understanding of subject matter including related academic language.	Teaches subject-specific vocabulary following curriculum guidelines.
3.3	Organizing curriculum to facilitate student understanding of the subject matter	Draws upon extensive knowledge of curriculum and related resources to flexibly and effectively organize and adjust instruction.	Integrates knowledge of curriculum and resources to organize and adjust instruction within and across subject matter to extend student understanding	Examines organization of curriculum and considers adjustments in single lessons or sequence of lessons to support understanding of subject matter.	Follows organization of curriculum as provided by site and district to support student understanding of subject matter.
3.4	Utilizing instructional strategies that are appropriate to the subject matter	Draws upon an extensive repertoire of instructional strategies to develop enthusiasm, meta-cognitive abilities, and support and challenge the full range of students towards a deep knowledge of subject matter.	Integrates instructional strategies appropriate to subject matter to meet students' diverse learning, to ensure student understanding of academic language, and guide students in understanding connections within and across subject matter.	Gathers and uses additional instructional strategies in single lessons or sequence of lessons to increase student understanding of academic language appropriate to subject matter.	Uses instructional strategies that are provided in the curriculum.
3.5	Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students	Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend student understanding and critical thinking about subject matter.	Integrates a wide range of adapted resources, technologies, and instructional materials to meet identified student needs and make subject matter accessible to students.	Explores additional instructional materials, resources, and technologies to make subject matter accessible to students.	Identifies technological resources needed.
3.6	Addressing the needs of English Learners and students with special needs to provide equitable access to the content	Engages English learners in assessment of their progress in English language development and in meeting content standards. Supports students to establish and monitor language and content goals.	Integrates knowledge of English language development and English learner's strengths and assessed needs to differentiate English language and content instruction	Attempts to scaffold content using visuals, models, and graphic organizers.	Provides adapted materials to help English Learners access content.

## Standard 4 Rubric - Planning Instruction & Designing Learning Experiences for all Students

Std	Element	Exemplifies the Standard	Meets Standard	Needs Improvement	Unsatisfactory
4.1	Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.	Plans differentiated instruction that provides systematic opportunities for supporting and extending student learning based on comprehensive information on students.	Plans differentiated instruction which is based on broad knowledge of students while matching resources and specific strategies to students' diverse learning needs and cultural backgrounds.	Becomes aware of potential areas of bias and seeks to learn about culturally responsive pedagogy	Is aware of the impact of bias on learning.
4.2	Establishing and articulating goals for student learning	Establishes and articulates learning goals that are communicated clearly, referred to frequently, and utilized by students to monitor and advance their learning.	Establishes and articulates comprehensive short- and long-term learning goals for students. Plans for students to articulate and monitor learning goals.	Establishes and shares learning goals for skill development with students in single lessons and sequence of lessons based on standards and curriculum.	Establishes learning goals for single lessons to students based on content standards and available curriculum guidelines.
4.3	Developing and sequencing long term and short term instructional plans to support student learning	Utilizes extensive knowledge of the curriculum, content standards, and assessed learning needs to design cohesive and comprehensive long- and short-term instructional plans that ensure high levels of learning.	Refines sequence of long-term plans to reflect integration of curriculum guidelines, frameworks, and content standards with assessed instructional needs to ensure student learning.	Begins to plan curriculum units that include a series of connected lessons and are linked to long-term planning to support student learning.	Uses available curriculum guidelines for daily, shortand long-term plans.
4.4	Planning instruction that incorporates appropriate strategies to meet the learning needs of all students	Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning needs and styles to advance learning for all.	Plans differentiated instruction using strategies to address learning styles and meet students' assessed language and learning needs. Incorporates appropriate support and challenge for students.	Seeks to learn about students' diverse learning and language needs beyond basic data.	Is aware of student content, learning, and language needs through data provided by the site and district.
4.5	Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.	Anticipates and plans for a wide range of adaptations to lessons based on in depth analysis of individual student needs.	Makes ongoing adjustments to instructional plans and uses a variety of materials as the instructional need arises to support student learning	Begins to adapt plans and materials in single lessons or sequence of lessons to address students' learning needs.	Implements lessons and uses materials from curriculum provided.

## Standard 5 Rubric - Assessing Students for Learning

Std	Element	Exemplifies the Standard	Meets Standard	Needs Improvement	Unsatisfactory
5.1	Applying knowledge of the purposes, characteristics, and uses of different types of assessments	Demonstrates purposeful use of a wide range of assessments to support differentiated student learning needs and reflect progress.	Develops and adapts the range of appropriate assessments to address questions about students' learning needs and progress.	Explores the use of different types of pre-assessment, formative and summative assessments.	Is aware of the purposes and characteristics of formative and summative assessments.
5.2	Collecting and analyzing assessment data from a variety of sources to inform instruction	Infuses assessments strategically and systematically throughout instruction to collect ongoing assessment data appropriate for the range of learning needs.	Designs and integrates an assessment plan that provides formal and informal assessment data on student learning.	Explores collecting additional data using supplemental assessments.	Uses data from required assessments to assess student learning.
5.3	Reviewing data, both individually and with colleagues, to monitor student learning	Facilitates collaborative work and fosters colleagues ability to identify and address underlying causes for achievement patterns and trends.	Reviews and monitors a broad range of data individually and with colleagues to analyze student thinking and identify underlying causes for trends.	Reviews and monitors additional assessment data individually and with colleagues and identifies learning needs of individual students.	Reviews and monitors available assessment data as required by site and district processes.
5.4	Using assessment data to establish learning goals and to plan, differentiate, and modify instruction	Reflects on data continuously to make ongoing refinements to learning goals for content and academic language for the full range of students. Uses data systematically to refine planning, differentiate instruction, and make ongoing adjustments to match the evolving learning needs of individuals and groups.	Integrates a broad range of data to set learning goals for content and academic language across content standards. Plans differentiated instruction targeted to meet individual and group learning needs. Modifies lessons during instruction based on informal assessments.	Uses data from available assessments to establish content based learning goals for class and individual students in single lessons or sequence of lessons. Plans adjustments in instruction to address learning needs of individual students.	Uses data from assessments provided by site and district to set learning goals for the class. Plans instruction using available curriculum guidelines.
5.5	Involving all students in self-assessment, goal setting, and monitoring progress	Provides systematic opportunities for student self-assessment, goal setting, and monitoring progress. Develops students' meta-cognitive skills for analyzing progress and refining goals towards high levels of academic achievement.	Implements structures for students to self assess and set learning goals related to content, academic language and individual skills. Integrates student self assessment, goal setting, and monitoring progress across the curriculum.	Begins to encourage students to establish learning goals through single lessons or sequence of lessons that include goal setting exercises. Provides students with opportunities in single lessons or sequence of lessons to monitor their own progress toward class or individual goals.	Informs students about lesson objectives, outcomes, and summative assessment results. Recognizes the need for individual learning goals. Monitors progress using available tools for recording
5.6	Using available technologies to assist in assessment, analysis, and communication of student learning	Uses a wide range of technologies to design, implement, and analyze assessments and provides for in depth and ongoing communication regarding student learning for all audiences.	Integrates a variety of technologies into the development, implementation, analysis of assessments, and communication of student learning to all audiences.	Explores use of additional technologies to implement individual assessments, record results, and communicate with administration, colleagues, and families about student learning.	Uses available technology to record assessments, determine proficiency levels, and make required communications about student learning.

5.7	Using assessment	Engages families in a variety of ongoing	Communicates regularly with	Provides opportunities for	Communicates with families
	information to share	comprehensible communications about	families to share a range of	comprehensible and timely two-way	about student progress,
	timely and	individual student progress and ways to	assessment information that is	communications with families to share	strengths, and needs at
	comprehensible	provide and monitor support.	comprehensible and responsive	student assessments, progress, raise	reporting periods. Contacts
	feedback with		to individual student and family	issues and/or concerns, and guide family	families as needs arise
	students and their		needs.	support.	regarding struggling students
	families				or behavior issues.

## Standard 6 Rubric - Developing as a Professional Educator

Std	Element	Exemplifies the Standard	Meets Standard	Needs Improvement	Unsatisfactory
6.1	Reflecting on teaching practice in support of student learning	Maintains ongoing reflective practice and action research in supporting student learning and raising the level of academic achievement. Engages in and fosters reflection among colleagues for school wide impact on student learning.	Reflects individually and with colleagues on refinements in teaching practice and connections among the elements of the CSTP to positively impact the full range of learners.	Begins to engage in reflection on teaching practice individually and with colleagues that is focused on methods to support the full range of learners.	Is aware of the need to reflect on teaching practice to support student learning. Reflects individually or with colleagues on immediate student learning needs.
6.2	Establishing professional goals and engaging in continuous and purposeful professional growth and development	Sets and modifies a broad range of professional goals connected to the CSTP to improve instructional practice and impact student learning within and beyond the classroom. Engages in ongoing inquiry into teacher practice for professional development. Contributes to professional organizations, and development opportunities to extend own teaching practice.	Sets and modifies authentic goals connected to the CSTP that are intellectually challenging and based on self-assessment and feedback from a variety of sources. Engages in and contributes to professional development targeted on student achievement. Pursues a variety of additional opportunities to learn professionally	Sets goals connected to the CSTP that take into account self-assessment of teaching practice. Expands knowledge and skills individually and with colleagues through available professional development.	Develops goals connected to the CSTP through required processes and local protocols. Attends required professional development.
6.3	Collaborating with colleagues and the broader professional community to support teacher and student learning	Facilitates collaboration with colleagues. Works to ensure the broadest positive impact possible on instructional practice and student achievement at school and district levels and for the profession. Initiates and develops professional learning opportunities with the broader professional community focused on student achievement.	Collaborates with colleagues to expand impact on teacher and student learning within grade or department and school and district levels. Engages with members of the broader professional community to access resources and a wide range of supports for teaching the full range of learners.	Consults with colleagues to consider how best to support teacher and student learning. Begins to identify how to access student and teacher resources in the broader professional community.	Attends staff, grade level, department, and other required meetings and collaborations. Identifies student and teacher resources at the school and district level.
6.4	Working with families to support student learning	Structures a wide range of opportunities for families to contribute to the classroom and school community. Supports a school/ district environment in which families take leadership to improve student learning.	Provides opportunities and support for families to actively participate in the classroom and school. Communicates to families in ways which show understanding of and respect for cultural norms.	Acknowledges the importance of the family's role in student learning. Seeks information about cultural norms of families represented in the school. Welcomes family involvement at classroom/ school events.	Is aware of the role of the family in student learning and the need for interactions with families.
6.5	Engaging local communities in support of the instructional program	Collaborates with community members to increase instructional and learning opportunities for students. Engages students in leadership and service in the community. Incorporates community members into the school learning community	Utilizes a broad range of neighborhood and community resources to support the instructional program, students, families. Draws from understanding of community to improve and enrich the instructional program.	Seeks available neighborhood and community resources. Includes references or connections to communities in single lessons or sequence of lessons.	Develops awareness about local neighborhoods and communities surrounding the school. Uses available neighborhood and community resources in single lessons.
6.6	Managing professional responsibilities to maintain motivation and commitment to all students	Models professionalism and supports colleagues in meeting and exceeding professional responsibilities effectively. Supports colleagues to maintain the motivation, resiliency, and energy to ensure that all students achieve.	Integrates the full range of professional responsibilities into advanced planning and prepares for situations that may be challenging. Maintains continual efforts to seek, develop, and refine new and creative methods to ensure individual student learning.	Maintains professional responsibilities in timely ways and seeks support as needed. Demonstrates commitment by exploring ways to address individual student needs.	Develops an understanding of professional responsibilities. Seeks to meet required commitments to students.
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6.7	Demonstrating professional responsibility, integrity, and ethical conduct	Maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances.	Contributes to building a professional community and holding peers accountable to norms of respectful treatment and communication.	Contributes to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.	Does not Contribute to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.



Counselor's Name:		Status: (Check one)	Probationary
Dates of Observations:	Evaluator:		

#### SECTION 1: EVALUATION OF PERFORMANCE – Based on the California Standards of the School Counselor Profession (2009)

Rating Scale:	4 = Exemplifies the Standard	3 = Meets Standards	2 = Developing Beginning	1 = Unsatisfactory
Rating Stale.	4 = Exemplifies the Standard	5 = Meets Standards	Practices	I = Unsatisfactory

Standard 1. Engage, Advocate for and Support All Students in Learning         Overall Rating:       4       3       2       1	4	3	2	1
1.1 Ensure all students are engaged in a system of support designed for learning and				
academic success.				
1.2 Advocate for educational opportunity, equity and access for all students.				
1.3 Advocate for the learning and academic success of all students.				
1.4 Identify student problems in their earliest stages and implement prevention and				
intervention strategies.				
Standard 2. Plan Implement and Evaluate Programs to Promote Academic, Career, Personal,				
and Social Development of All Students	4	3	2	1
Overall Rating:         4         3         2         1				
2.1 Demonstrate Organization Skills.				
2.2 Develop Outcome-Based Programs.				
2.3 Assess Program Outcomes and Analyze Data.				
2.4 Demonstrate Leadership in Program Development				
Standard 3. Utilize Multiple Sources of Information to Monitor and Improve Student				
Behavior and Achievement	4	3	2	1
Overall Rating:         4         3         2         1				
3.1 Assess student characteristics and utilize the information to plan for individual				
student growth and achievement.				
3.2 Interpret and use student assessment data with students and parents/guardians in				
developing personal, academic, and career plans.				
3.3 Monitor student personal, academic, and career progress.				
Standard 4. Collaborate and Coordinate with School and Community Resources	4	3	2	1

	4	3	2	1
4.1 Build and maintain student support teams for student achievement.				
4.2 Provide consultation and education for teachers and parents.				
4.3 Develop working relationships within the school that include staff members,				
parents, and community members.				
4.4 Coordinate support from community agencies.				

Standard 5. Promote and Maintain a Safe Learning Environment for All Students Overall Rating: 4 3 3 2 1 1	4	3	2	1
5.1 Promote a positive, safe, and supportive learning environment.				
5.2 Develop and implement programs that address the personal and social risk factors of students.				
5.3 Develop and implement programs that reduce the incidence of school site violence.				
5.4 Incorporate models of systemic school safety that address elements of prevention, intervention, and treatment into the school system.				

Standard 6. Develop as a Professional School Counselor Overall Rating: 4 3 3 2 1 1	4	3	2	1
6.1 Establish professional goals and pursue opportunities to improve.				
6.2 Model effective practices and continuous progress in school counseling.				
6.3 Adhere to professional codes of ethics, legal mandates, and Charter policies.				

#### SECTION 2: OVERALL RATING OF STANDARDS

Commendations:	
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**Recommendations:** 

#### SECTION 3: Improvement Plan

This employee performs professional duties conduct to the academic, social, and emotional needs of all students.

Yes No Needs to Improve (Site Professional Standards):

Date scheduled to review Improvement Plan (if needed):

Section 4: Employment Status Recommendation:

Counselor's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

**Evaluator's Signature** 

Date

Rating Scale: 4 = Exemplifies Standard	3 = Meets Standards	2 = Developing Beginni	ng Practice	1 = Unsatisfactory
Standard 1. Engage, Advocate for and Support All Students in Learning	4	3	2	1
1.1 Ensure all students are engaged in a system of support designed for learning and academic success.	The counselor consistently ensures that all students understand and know how to access personal, social, and career resources; assesses the academic needs of all students and use these assessments in planning for programs, services, activities, and interventions; connect students to a system of support programs, services, activities, and opportunities to ensure learning and high achievement.	The counselor regularly ensures that most students understand and know how to access personal, social, and career resources; assesses the academic needs of most students and use these assessments in planning for programs, services, activities, and interventions; and connect students to programs, services, activities, and opportunities to ensure learning and achievement	The counselor helps some students understand and know how to access resources; assesses the needs of students, but the use these assessments in planning for programs, services, activities, and interventions is not evident; students are sometimes connected to a system of support programs, services, activities, or opportunities to ensure learning and achievement	The counselor only ensures that few students are engaged in a system of support designed for learning and academic success.
1.2 Advocate for educational opportunity, equity and access for all students.	The counselor consistently ensures that all students and parent/guardians are informed about and understand the full range of educational options; addresses current and potential biases and discrimination in educational programs, services, and systems that limit, impede, or block the highest educational attainment for all students; and acts as systems change agents to correct policies and practices that adversely affect student learning or that stratify learning opportunities.	The counselor regularly ensures that most students and parent/guardians are informed about and understand the full range of educational options; and addresses current and potential biases and discrimination in educational programs, services, and systems that limit, impede, or block the highest educational attainment for all students.	The counselor ensures some students and parent/guardians are informed about and understand educational options; but may not be aware of current and potential biases and discrimination in educational programs, services, and systems that limit, impede, or block the highest educational attainment for all students.	The counselor only ensures that few students and parent/guardians are informed about and understand educational options. The counselor does not address potential biases and discrimination in educational programs, services, and systems that limit, impede, or block student academic success.
1.3 Advocate for the learning and academic success of all students.	The counselor consistently facilitates the development, articulation, and implementation of a vision for school counseling that engages and supports all students in learning and achievement; encourages all students to learn and achieve at high levels; and plans and implements strategies to motivate and support learning and achievement of all students.	The counselor regularly facilitates the implementation of a vision for school counseling that engages and supports most students in learning and achievement; encourages most students to learn and achieve at high levels; and implements strategies to motivate and support learning and achievement of most students.	The counselor inconsistently facilitates the implementation of a vision for school counseling that engages and supports some students in learning and achievement; encourages some students to learn and achieve; sometimes implements strategies to motivate and support learning and achievement of some students.	The counselor does not facilitate the implementation of a vision for school counseling that engages and supports students in learning and achievement; encourages few students to learn and achieve at high levels; and does not know or implement strategies to motivate and support learning and achievement.
1.4 Identify student problems in their earliest stages and implement prevention and intervention strategies.	The counselor consistently identifies early signs and predictors of student learning problems; work with teachers, parents/guardians, and family members to help them eliminate barriers to learning and achievement and support high achievement for their children; develop and implement programs for students and parents/guardians to prevent learning problems and promote academic growth	The counselor regularly identifies early signs and predictors of student learning problems; work with teachers, parents/guardians, and family members to help them eliminate barriers to learning and achievement and support high achievement for their children; implement programs for students and parents/guardians to prevent learning problems and promote academic growth	The counselor inconsistently identifies early signs and predictors of student learning problems; sometimes work with teachers, parents/guardians, and family members to help them eliminate barriers to learning and achievement and support high achievement for their children; sometimes implement programs for students and/or parents/guardians	The counselor does not identify early signs and predictors of student learning problems; teachers, parents/guardians, and family members are not consulted with to help them eliminate barriers to learning and achievement; no programs are implemented for students and/or parents/guardians

Rating Scale: 4 = Exemplifies Standard		3 = Meets Standards 2 = Developing Beginning Practice			1 = Unsatisfactory		
Standard 2. Plan, Imple Programs to Promote A and Social Developmen	cademic, Career, Personal,	4	3	2	1		
2.1 Demonstrate Orga	anization Skills.	The counselor consistently utilize skills in systems change and organizational development to build programs for all students; utilize knowledge of local, state, and national standards as a guide in developing student-support programs; and design programs based on current research findings in a variety of fields related to student growth and development including nutrition, exercise, brain development, medical advances, and technology; effectively manages time and task responsibilities	The counselor regularly utilize skills in systems change and organizational development to build programs for most students; utilize knowledge of local and state and/or national standards as a guide in developing student-support programs; uses programs based on research related to student growth and development; effectively manages time and task responsibilities	The counselor utilize skills in systems change or organizational development to build programs for some students; utilize knowledge of local, state, or national standards as a guide in developing student-support programs; use programs related to student growth and development; ineffectively manages time and task responsibilities	The counselor does not utilize skills to build programs for students; no evidence or knowledge of local, state, and national standards as a guide in developing student-support programs; no programs related to student growth and development are offered; manage time and task responsibilities is not evident.		
2.2 Develop Outcome	e-Based Programs.	The counselor consistently address student outcomes in personal, social, academic, and career development; develop and implement programs that build student assets, address personal challenges, and strengthen learning and achievement; develop and implement programs that increase interpersonal awareness, social skills, and effective interpersonal communication; and design and implement career- development programs related to education and career choice, and promote life-long learning values.	The counselor regularly address student outcomes in personal, social, academic, and career development; implement programs that build student assets, address personal challenges, and strengthen learning and achievement, increase interpersonal awareness, social skills, and communication; implement career-development programs that increase student knowledge of their skills, personality, interests, and values related to education and career choice, and promote life-long learning values.	The counselor may address student outcomes in personal, social, academic, and/or career development; implement programs that build student assets, and strengthen learning and achievement; limited implementation of programs that increase, social skills, communication or career-development and to education and career choice, and promote life-long learning values.	The counselor does not address student outcomes in personal, social, academic, and career development; no evidence of implementation of programs that build student assets or increase social skills, communication or career-development; life-long learning values are not promoted.		
2.3 Assess Program O Data.	outcomes and Analyze	The counselor consistently implements program evaluation as a regular, ongoing part of the assessment and improvement process; assess measurable student outcomes of programs and services; utilize evaluation data to monitor progress and involve other stakeholders in the assessment and improvement process; present outcomes of programs to all stakeholders as part of ongoing individual and program accountability	The counselor implements program evaluation as a regular, ongoing part of the assessment and improvement process; assess measurable student outcomes of programs and services; utilize data to monitor progress and involve stakeholders in the assessment and improvement process; present outcomes of programs as part of ongoing program accountability	The counselor implements program evaluation as part of the assessment and improvement process; assess student outcomes of programs and services; utilize data to monitor progress involving no stakeholders in the assessment and improvement process; does not present outcomes of programs	The counselor does not implement a program evaluation, assessment and improvement process; no evidence of student outcomes of program, services or utilization of data; stakeholders in the assessment and improvement process or presentation of program outcomes is not evident in program accountability		
2.4 Demonstrate Lead Development	dership in Program	The counselor asserts leadership in identifying student needs, creating programs to address needs, and evaluating student outcomes; establishes strategies to involve all student-support staff working toward mutually defined goals and related student outcomes; leadership to include students, families, and community-resource personnel in program development/implementation	The counselor displays leadership in identifying student needs, creating programs to address needs, and evaluating student outcomes; strategies to involve student-support staff working toward mutually defined goals and related student outcomes are evident; provide leadership to include students, families, and community-resource personnel in program implementation	The counselor leadership is limited in identifying student needs and programs to address needs; evaluates student outcomes; strategies to involve student- support staff working toward goals and student outcomes are not evident; some leadership to include students, families, and/or community-resource personnel in program implementation	The counselor assumes no leadership in identifying student needs or programs to address needs; no evidence of evaluating student outcomes or involvement of student-support staff working toward related student outcomes; leadership is not present to include students, families, and community-resource personnel		

Rating Scale:	4 = Exemplifies Standard	3 = Meets Standards	2 = Developing Beginnin	ng Practice	1 = Unsatisfactory
	ultiple Sources of Information ve Student Behavior and	4	3	2	1
	haracteristics and utilize to plan for individual and achievement.	The counselor consistently assesses individual student strengths related to academic, career, personal, and social development; gather relevant information on items such as health and development, language and culture, classroom and community environment, learning styles, socioeconomic, and resiliency factors; collect and uses data from inventories, surveys, tests, and other assessments; involve parents/guardians in the assessment and planning process for each student	The counselor regularly assesses individual student academic, career, personal, and social development; gather relevant information on items such as health and development, language and culture, classroom and community environment, learning styles, socioeconomic, and resiliency factors; uses data from inventories and other assessments; involve parents/guardians in the assessment and planning process for each student	The counselor sometimes assesses individual academic, career, personal, and social development; gather relevant information on health and development, language and culture, classroom and community environment, learning styles, socioeconomic, and/or resiliency factors is limited ; collect data and involve parents/guardians in the assessment and planning process for some student	The counselor assesses no individual student academic, career, personal, or social development; gather relevant information, collection of relevant data or involve parents/ planning process for each student is not evident
with students an	e student assessment data d parents/guardians in onal, academic, and career	The counselor consistently informs students and their parents/guardians about the meaning and importance of using multiple sources of information in considering a student's potential and life goals; interpret and clarify test results so that students and parents can understand what the data means and how it can be used in education and life planning; consistently work with students to develop plans to achieve and attain their goals and aspirations	The counselor regularly informs students and their parents/guardians about the importance of using multiple sources of information in considering a student's potential and life goals; interpret and clarify test results so that students and parents can understand what the data means and how it can be used in education and life planning; regularly work with students to develop plans to achieve and attain their goals and aspirations	The counselor sometimes informs students and their parents/guardians about the meaning and importance of using multiple sources of information in considering a student's potential and life goals; interpret and clarify test results so that students and parents can understand what the data means and how it can be used in education and life planning is limited; sometimes works with students to develop their plans and attain their goals	The counselor does not inform students and their parents/guardians about the using multiple sources of information in considering a student's life goals; interpret and clarify test results so that students and parents can understand what the data means and how it can be used in education and life planning is not evident; does not work with students to develop plans or goals
3.3 Monitor student career progress.	personal, academic, and	The counselor consistently maintains records of student academic progress toward promotion and graduation; provide students and their parents/guardians with current assessment data to facilitate educational and career planning; consistently counsel students to develop healthy personal and social behavior and well-being	The counselor regularly maintains records of student academic progress toward promotion and graduation; provide students and their parents/guardians with current assessment data to facilitate educational and career planning; regularly counsel students to develop healthy personal and social behavior	The counselor sometimes maintains records of student academic progress toward promotion and graduation; students and their parents/guardians are provided limited assessment data to facilitate educational and career planning; counsel students to develop healthy personal, social behavior and/or well-being	The counselor maintains no records of student academic progress toward promotion and/or graduation; no evidence that students and/or their parents/guardians are provided with assessment data to facilitate educational and career planning; no counsel for students to develop healthy personal, social behavior or well-being is evident.

Rating Scale: 4 = Exemplifies Standard	3 = Meets Standards	2 = Developing Beginni	ng Practice	1 = Unsatisfactory
Standard 4. Collaborate and Coordinate with School and Community Resources	4	3	2	1
4.1 Build and maintain student support teams for student achievement.	The counselor consistently integrates programs and services designed to meet student developmental challenges and eliminate the achievement gap; develop learning communities of student-support professionals, parents, and community members to promote student success	The counselor regularly integrates programs and services designed to meet student developmental challenges and eliminate the achievement gap; promotes learning communities of student-support professionals, parents, and community members to promote student success	The counselor sometimes integrates programs and services designed to meet student developmental challenges and eliminate the achievement gap; knowledge of learning communities for student-support professionals, parents, and community members to promote student success	The counselor does not integrate programs and/or services designed to meet student developmental challenges and eliminate the achievement gap; knowledge of learning communities for student-support professionals, parents, and community members to promote student success is not evident
4.2 Provide consultation and education for teachers and parents.	The counselor consistently provides educational information and presentations for school staff, parents, and community members on academic, personal, social, and career development; use ethical and professional decision-making processes to consult and collaborate with others	The counselor regularly provides educational information and presentations for school staff, parents, and community members on academic, personal, social, and career development; use ethical and professional decision-making processes to consult and collaborate with others	The counselor sometimes provides educational information and presentations for school staff, parents, and/or community members on academic, personal, social, and/or career development; limited use of ethical and professional decision-making processes to consult and collaborate with others	The counselor does not provide educational information and/or presentations for school staff, parents, and/or community members on academic, personal, social, and/or career development; ethical and professional decision-making processes to consult and collaborate with others is not evident
<ul><li>4.3</li><li>Develop working relationships within the school that include staff members, parents, and community members.</li></ul>	The counselor consistently builds networks of individuals working within the school and community on education- related endeavors; develop collaborative teams of educators, families, and community members, ensuring the inclusion of the diverse populations within the school and community, to maximize the support students need to become successful	The counselor regularly builds networks of individuals working within the school and community on education-related endeavors; collaborative with teams of educators, families, and community members from diverse populations within the school and community, to maximize the support students need to become successful	The counselor sometimes networks within the school and/or community on education-related endeavors; limited collaboration with teams of educators, families, and/or community members, from diverse populations	The counselor does not network with individuals within the school and/or community on education-related endeavors; participation in collaborative teams of educators, families, and/or community members is not evident
4.4 Coordinate support from community agencies.	The counselor consistently coordinates support from community businesses, industries, service clubs, agencies, and families to increase student academic achievement and work experiences; coordinate a referral process for parents and students that facilitates access to community resources; support a positive school environment that values diversity within the school and community	The counselor regularly coordinates support from community businesses, industries, service clubs, agencies, and families to increase student academic achievement; utilizes a referral process for parents and students that facilitates access to community resources regularly; support a positive school environment that values diversity within the school and community	The counselor sometimes provides support from community businesses, industries, service clubs, agencies, and/or families to increase student academic achievement; a referral process is sometimes used for parents and students to access community resources; limited support for positive school environment that values diversity within the school and community	The counselor does not provide support from community businesses, industries, service clubs, agencies and/or families; no referral process for parents and students to access community resources is utilized

Rating Scale: 4 = Exemplifies Stand	dard 3 = Meets Standards	2 = Developing Beginni	ng Practice	1 = Unsatisfactory
Standard 5. Promote and Maintain a Safe Lo Environment for All Students	earning 4	3	2	1
5.1 Promote a positive, safe, and suppor learning environment.	tive The counselor consistently facilitates a positive school environment that promotes active school engagement; Ensure that students understand the relationship between rules, laws, safety, and the protection of individual rights; Promote school safety and the reduction of verbal, emotional, psychological, and physical violence; Advocate for the safety and well-being of all students through prevention, intervention, and treatment.	The counselor regularly facilitates a positive school environment that promotes active school engagement; advocates that students understand the relationship between rules, laws, safety, and the protection of individual rights; school safety and the reduction of verbal, emotional, psychological, and physical violence; the safety and well- being of students through prevention and intervention is utilized.	The counselor sometimes promotes a positive school environment; few students understand the relationship between rules, laws, safety, and/or the protection of individual rights; school safety and the reduction of verbal, emotional, psychological, and physical violence is promoted on a limited basis; the safety and well-being of all students through prevention, intervention, and treatment is acknowledged.	The counselor does not facilitate a positive school environment that promotes school engagement; no evidence that the safety and well-being of students through prevention, intervention, and treatment is promoted or utilized.
5.2 Develop and implement programs th address the personal and social risk f of students.		The counselor regularly collaborates with others to provide programs that reduce student at-risk behaviors; Identify and respond to individual students who display early signs of difficulty in school adjustment, interpersonal conflicts and/or personal problems; Educate students, parents, staff members and/or school community about the effects of verbal and physical abuse, gang activity, discrimination and stereotyping.	The counselor sometimes collaborates with others to provide programs that reduce student at-risk behaviors; few students who display signs of difficulty in school adjustment, interpersonal conflicts and/or personal problems are identified; students, parents, staff members or school community are educated about verbal and physical abuse, gang activity, discrimination and stereotyping on a limited basis.	The counselor does not collaborate with others to reduce student at-risk behaviors for students who display difficulty in school adjustment, interpersonal conflicts and/or personal problems; no evidence that students, parents, staff members and/or the school community are educated about the negative effects of verbal and physical abuse, gang activity, discrimination and stereotyping.
5.3 Develop and implement programs th reduce the incidence of school site violence.	The counselor designs and implements ethnic, cultural, social economic programs that address environmental factors that influence student learning and achievement; Collaborate with school staff, community agencies, parents and student groups to build and maintain safe learning environments; Use assessment data to develop positive school climate programs that promote student wellbeing; utilize negotiation, conflict management, and mediation skills to help school staff communicate with difficult and/or angry parents, students, teachers, and school staff	The counselor implements programs to address environmental factors that influence student learning and achievement; Collaborate with school staff, community agencies, parents and student groups to maintain safe learning environments and promote a positive school climate for the wellbeing of students; frequently utilize negotiation, conflict management and mediation skills to help school staff communicate with difficult and/or angry parents, students, teachers, and other school staff	The counselor sometimes implements programs that influence student learning and achievement; Collaborate with other school staff, community agencies, parents and/or student groups to maintain safe learning environments on a limited basis; sometimes use assessment data to that promote a positive school climate and the wellbeing of students; sometimes utilize negotiation, conflict management, and/or mediation skills to help school staff communicate with difficult and/or angry parents, students, teachers, and other school staff	The counselor does not implement programs that influence student learning and achievement; no collaboration with other school staff, community agencies, parents and/or student groups to maintain safe learning environments; use of data to promote positive school climate and the wellbeing of students is not evident ; does not utilize negotiation skills, conflict management skills, and/or mediation skills to help school staff parents, students, teachers, and other school staff
5.4 Incorporate models of systemic scho safety that address elements of prev intervention, and treatment into the system.	ention, classroom and on school campuses; Develop, implement and maintain crisis	The counselor regularly utilizes research- based models and programs designed to detect and limit violence and promote positive social relations in the classroom and/or on school campuses; implement and maintain crisis intervention procedures, practices and crisis management plans; the importance of a healthy balanced lifestyle in students is promoted regularly.	The counselor sometimes utilizes research-based models and programs designed to detect and limit violence and promote positive social relations in the classroom and/or on school campuses; sometimes, implements crisis intervention procedures, practices and crisis management plans; the importance of a healthy balanced lifestyle in students is sometimes promoted.	The counselor does not utilizes research- based models or programs designed to detect and limit violence or promote positive social relations; crisis intervention procedures, practices and crisis management plans are not evident; the importance of a healthy balanced lifestyle in students is not promoted.

Rating Scale: 4 = Exemplifies Standard	3 = Meets Standards	2 = Developing Beginni	1 = Unsatisfactory	
Standard 6. Develop as a Professional School Counselor	4	3	2	1
6.1 Establish professional goals and pursue opportunities to improve.	The counselor consistently continues to learn and expand professional roles and responsibilities; establish goals and identify opportunities for professional growth and development including knowledge about current trends in the field of school counseling and education; use professional literature and other professional development opportunities including advanced certification and specialization to develop as a highly qualified school counseling professional; benefit from and contribute to professional organizations to improve competence as a school counselor; solicit input from stakeholders to improve professional practices	The counselor regularly seeks to learn and expand professional roles and responsibilities; establish goals and identify opportunities for professional growth and development; use professional literature and other professional development opportunities including specialization to develop as a highly qualified school counseling professional; benefit from and contribute to professional organizations to improve competence as a school; solicit input from stakeholders to improve professional practices counselor	The counselor inconsistently expands professional roles and responsibilities or establish goals and identify opportunities for professional growth and development; no evidence of advanced certification and specialization to develop as a highly qualified school counseling professional; limited benefit from use of professional organizations to improve competence as a school counselor	The counselor displays no evidence to learn and expand professional roles and responsibilities or establish goals and identify opportunities for professional growth and development; professional development opportunities are not used to develop as a highly qualified school counseling professional; no evident benefit from professional organizations to improve competence as a school counselor
6.2 Model effective practices and continuous progress in school counseling.	The counselor consistently reflects on professional practices, analyze personal progress as a school counselor, and plan professional development; identify successes and challenges and assess growth as a school counselor over time; analyze counseling activities with regard to their impact on student learning	The counselor regularly reflects on professional practices, analyze personal progress as a school counselor, and plan professional development; identify successes and challenges and assess growth as a school counselor annually; analyze counseling activities with regard to their impact on student learning	The counselor inconsistently reflects on professional practices, analyze personal progress as a school counselor, or plan professional development; infrequently identify successes and challenges and assess growth as a school counselor; limited review of counseling activities with regard to their impact on student learning	The counselor displays no evidence that reflects on professional practices, analyze personal progress as a school counselor, and/or plan professional development; Does not identify successes and challenges and/or assess growth as a school counselor or the impact on student learning
6.3 Adhere to professional codes of ethics, legal mandates, and Charter policies.	The counselor consistently applies legal and ethical principles in the use of standardized tests and other methods of assessment; follow laws and regulations pertaining to children and families such as child abuse and neglect reporting laws, client confidentiality, attendance and truancy laws, and federal and state mandates related to special education; keep informed of changes in laws and regulations related to California public education and school Charter policy	The counselor regularly applies legal and ethical principles in the use of standardized tests and other methods of assessment; follow laws and regulations pertaining to children and families such as child abuse and neglect reporting laws, client confidentiality, attendance and truancy laws, and federal and state mandates related to special education; keep informed of changes in laws and regulations related to California public education and charter policy	The counselor inconsistently applies legal and ethical principles in the use of standardized tests and other methods of assessment; laws and regulations pertaining to children and families such as child abuse and neglect reporting laws, client confidentiality, attendance and truancy laws, and federal and state mandates related to special education are not fully understood and followed; limited knowledge of changes in California public education laws and charter policy	The counselor does not apply legal and ethical principles in the use of assessment; laws and regulations pertaining to children and families such as child abuse and neglect reporting laws, client confidentiality, attendance and truancy laws, and federal and state mandates related to special education are not followed; does not keep informed of changes in laws and regulations related to California public education and charter policy



# CALIFORNIA MILITARY INSTITUTE NON-CLASSROOM TEACHER EVALUATION FORM

Employee's Name:		<b>Status:</b> (Check one)	<ul> <li>Probationary</li> <li>Permanent</li> </ul>
Position:	Instructional Coach		□ Teacher on Special Assignment (TOSA)
(Check one)	Other:		
Dates of Observations:		Evaluator:	

#### SECTION 1: EVALUATION OF PERFORMANCE

Rating Scale:	4 = Exemplifies the Standard	3 = Meets Standards	2 = Developing Beginning Practices	1 = Unsatisfactory	NA = This strand does not apply to the specific position.
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Standard I. Adheres to Established Procedures in a Timely Manner (Program Manager)         Overall Rating:       4   3   2   1   1	4	3	2	1	NA
1.1 Implements/monitors the instructional program consistent with the goals for the department					
1.2 Oversee and monitor the budget expenditures for the instructional program consistent with the program goals and state and federal guidelines					
1.3 Design short and long term plans to foster program improvement					
1.4 Collect and analyze data to influence program development and progression					
1.5 Collect and utilize multiple sources of information to assess program needs					
1.6 Communicate program information to District, Charter, and site personnel					

Standard II. Fulfills Responsibilities Staff (Instructional Partner)         Overall Rating:       4       3       2       1	4	3	2	1	NA
2.1 Plans and implements professional development. Develops a timeline for professional development implementation					
2.2 Design and sequence professional development activities for program participants to make the subject matter meaningful					
2.3 Collaborate with the school site and departments to implement a comprehensive program					
2.4 Serve as a resource for site personnel					
2.5 Support the learning environments to meet the needs of the students					
2.6 Provide opportunities for professional growth					

Standard III. Demonstrates Knowledge of Job Responsibility (Curriculum Development and Supervision)         Overall Rating:       4       3       2       1       1	4	3	2	1	NA
3.1 Consult with administration and staff to determine Charter needs					
3.2 Establish procedures for monitoring the program					
3.3 Make site visitations to supervise the implementation of the program					
3.4 Gather data, interpret data, and use data for program planning					
3.5 Maintain documents for curriculum development					
3.6 Present an assessment of student learning to Charter personnel, school site, parents and the community					

Standard IV. Fulfills Responsibilities to Parents (Community Liaison) Overall Rating: 4	4	3	2	1	NA
4.1 Serve as a liaison within the District and Charter					
4.2 Maintain effective communication among program participants					
4.3 Implement communication procedures between the District Office, Charter, school site, parents and/or the community					
4.4 Plans and holds effective community meetings					
4.5 Attend and participate in applicable committees and meetings. Communicate program information to District, Charter, and site personnel					
Standard V. Fulfills responsibility to Students (Instructional Leader) Overall Rating: 4	4	3	2	1	NA
5.1 Develop, prepare, sequence and organize demonstration of lessons					
5.2 Present direct lessons to students and/or model lessons for teachers					
5.3 Develop student understanding through instructional strategies that are appropriate for the subject matter					
5.4 Use materials, resources and technologies that make the subject matter meaningful					
5.5 Use instructional time effectively					
5.6 Create an environment that engages students and/or staff					
Standard VI. Develops as a Professional Educator      Overall Rating:    4 <ul> <li>3          <ul> <li>2              <ul> <li>1              </li> </ul></li></ul></li></ul>	4	3	2	1	NA
6.1 Reflects on teaching practice and plans professional development					
6.2 Establishes professional goals and pursues opportunities to grow professionally					
6.3 Works with communities to improve professional practice					
6.4 Works with families to improve professional practice					
6.5 Works with colleagues to improve professional practice					

#### SECTION 2: OVERALL RATING OF STANDARDS

Commendations:

Recommendations:

#### Section 3: IMPROVEMENT PLAN

This employee performs professional duties conducive to the academic, social, and emotional needs of all students.

□ Yes □ No □ Needs to improve (site professional teaching standards):

Date scheduled to review Improvement Plan (if needed):

#### SECTION 4: EMPLOYMENT STATUS RECOMMENDATION

Employee's signature does not indicate endorsement of the evaluation but is recognition that discussion has taken place. Unit member may submit a letter of rebuttal to evaluation, if they so desire.

Non-Classroom Teacher's Signature

Date

Evaluator's Signature

Date

Rating Scale: 4 = Exemplifies Standard	3 = Meets Charter Standards	2 = *Partially Meets Charter (Requires Improveme *Requires Commen	ent)	lot Meet Charter Standards (Unsatisfactory) equires Comment
Standard I. Adhere to Established Procedures in a Timely Manner (Program Manager)	4	3	2	1
1.1 Implement/monitor the instructional program consistent with the goals for the department	The Non-Classroom Teacher is extremely proactive in implementing the instructional program consistent with the goals of the department.	The Non-Classroom Teacher effectively implements the instructional program consistent with the goals of the department.	The Non-Classroom Teacher participates in implementing the instructional program consistent with the goals of the department.	The Non-Classroom Teacher is minimally involved in implementing the instructional program consistent with the goals of the department.
1.2 Oversee and monitor the budget expenditures for the instructional program consistent with the program goals and state and federal guidelines	The Non-Classroom Teacher anticipates and responds to site needs when preparing budgets, following established procedures and suggesting improvements to those procedures. Reports are submitted on time.	The Non-Classroom Teacher budgets are complete, anticipating all expenditures and following established procedures. Reports are always submitted on time.	The Non-Classroom Teacher's efforts to prepare budgets are partially successful, anticipating most expenditures and following established procedures. Reports are sometimes submitted on time.	The Non-Classroom Teacher does not follow established procedures for preparing budgets and submitting reports. Reports are routinely late.
1.3 Design short and long term plans to foster program improvement	The Non-Classroom Teacher's plan is highly coherent, taking into account the competing demands of making presentations and consulting with teachers, and has been developed following consultation with administrators and teachers.	The Non-Classroom Teacher's plan is well designed to support each site and the teacher in program improvement.	The Non-Classroom Teacher's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	The Non-Classroom Teacher's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.
1.4 Collect and analyze data to influence program development and progression	The Non-Classroom Teacher is highly proactive in collecting and analyzing data to influence program development and progression.	The Non-Classroom Teacher effectively collects and analyzes data to influence program development and progression.	The Non-Classroom Teacher occasionally collects and analyzes data to influence program development and progression.	The Non-Classroom Teacher fail to collect and analyze data to influence program development and progression.
1.5 Collect and utilize multiple sources of information to assess program needs	The Non-Classroom Teacher uses multiple sources of information and a wide range of appropriate assessment strategies to assess program needs.	The Non-Classroom Teacher uses a variety of sources to collect information and several appropriate assessment strategies to assess program needs.	The Non-Classroom Teacher uses one or two sources of information and few appropriate assessment strategies to assess program needs.	The Non-Classroom Teacher uses no consistent sources of information and/or uses assessment strategies that are not appropriate to assessing program needs.
1.6 Communicate program information to District, Charter, and site personnel	The Non-Classroom Teacher systematically ensures regular and ongoing communication between charter personnel, site administration, and the district.	The Non-Classroom Teacher ensures regular and ongoing communication between charter personnel, site administration, and the district.	The Non-Classroom Teacher provides communication between charter personnel, site administration, and the district.	The Non-Classroom Teacher provides limited or sporadic communication between charter personnel, site administration, and the district.

Rating Scale: 4 = Exemplifies Standard	3 = Meets Charter Standards	2 = *Partially Meets Charter (Requires Improvem *Requires Comme	ent)	lot Meet Charter Standards (Unsatisfactory) Requires Comment
Standard II. Fulfill Responsibilities to Staff (Instructional Partner)	4	3	2	1
2.1 Plan and implement professional development Develop a timeline for professional development implementation	The Non-Classroom Teacher's knowledge of specialty areas and trends in professional development is wide and deep; Non-Classroom Teacher is regarded as an expert by colleagues and implements meaningful staff development. The Non-Classroom Teacher establishes a clear and timely timeline for staff development and implementation.	The Non-Classroom Teacher demonstrates thorough knowledge of specialty area and trends in professional development and implements meaningful development. The Non-Classroom Teacher organizes a timeline for staff development and implementation.	The Non-Classroom Teacher demonstrates basic familiarity with specialty area and trends in professional development and implements staff development. The Non-Classroom Teacher develops a rudimentary timeline for staff development and implementation.	The Non-Classroom Teacher demonstrates little or no familiarity with specialty area or trends in professional development and does not implement staff development. The Non-Classroom Teacher does not develop a timeline for staff development and implementation.
2.2 Design and sequence professional development activities for program participants to make the subject matter meaningful	Staff development activities are highly coherent and the learning sequence is aligned with the needs of the staff.	Plans are designed with a coherent structure with learning activities for staff well sequenced to promote understanding for the staff.	Plans are designed with a recognizable structure, but the sequence of the staff development is uneven and only promotes partial understanding.	The design sequence of the staff development has no relation to long term goals, has little recognizable structure and does not promote understanding for staff.
2.3 Collaborate with school sites and departments to implement a comprehensive program	The Non-Classroom Teacher takes a leadership role in coordinating the program and collaborating with school sites to implement a comprehensive program.	The Non-Classroom Teacher initiates efforts to coordinate the program and collaborate with school sites to implement a comprehensive program.	The Non-Classroom Teacher makes an effort to coordinate the program and collaborate with school sites to implement a comprehensive program.	The Non-Classroom Teacher makes no effort to coordinate the program and collaborate with school sites to implement a comprehensive program.
2.4 Serve as a resource for site personnel	The Non-Classroom Teacher actively seek out new resources from a wide range of sources to enrich teachers' skills in implementing the school's program.	The Non-Classroom Teacher is fully aware of resources available in the school and District and in the larger professional community for teachers to advance their skills.	The Non-Classroom Teacher demonstrates basic knowledge of resources available in the school and District for teachers to advance their skills.	The Non-Classroom Teacher demonstrates little or no knowledge of resources available in the school or District for teachers to advance their skills.
2.5 Support the learning environments to meet the needs of the students	The Non-Classroom Teacher is continually seeking ways to improve the support program and makes changes as needed in response to site needs and staff expertise.	The Non-Classroom Teacher makes revisions to the support program when it is needed.	The Non-Classroom Teacher makes modest changes in the support program when confronted with evidence of the need to change.	The Non-Classroom Teacher adheres to his/her plan, in spite of evidence of its inadequacy.
2.6 Provide opportunities for professional growth	The Non-Classroom Teacher actively provides a variety of opportunities for professional growth.	The Non-Classroom Teacher provides effective opportunities for professional growth.	The Non-Classroom Teacher provides minimal opportunities for professional growth.	The Non-Classroom Teacher provides no opportunities for professional growth.

Rating Scale: 4 = Exemplifies Standard	3 = Meets Charter Standards	2 = *Partially Meets Charter (Requires Improvemo *Requires Comme	ent)	lot Meet Charter Standards (Unsatisfactory) equires Comment
Standard III. Demonstrate Knowledge of Job Responsibility (Curriculum Development and Supervision)	4	3	2	1
3.1 Consult with administration and staff to determine Charter and site needs	The Non-Classroom Teacher is proactive in consulting with administration and colleagues to determine District and site needs.	The Non-Classroom Teacher is effective in consulting with administration and colleagues to determine District and site needs.	The Non-Classroom Teacher periodically consults with administration and colleagues to determine District and site needs.	The Non-Classroom Teacher rarely consults with administration and colleagues to determine District and site needs.
3.2 Establish procedures for monitoring the program	The Non-Classroom Teacher's monitoring plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.	The Non-Classroom Teacher's plan to monitor the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	The Non-Classroom Teacher has a rudimentary plan to evaluate the instructional support program.	The Non-Classroom Teacher has no plan to evaluate the program.
3.3 Make site visitations to supervise the implementation of the program	The Non-Classroom Teacher creates an efficient timeline for site visitations, notifies the sites, and follows through with site visitations to supervise the implementation of the program.	The Non-Classroom Teacher visits the sites to supervise the implementation of the program.	The Non-Classroom Teacher is sporadic about site visitations to supervise the implementation of the program.	The Non-Classroom Teacher does not have a timeline for monitoring the program and does not do site visitations to supervise the implementations of the program.
3.4 Gather data, interpret data, and use data for program planning	The Non-Classroom Teacher establishes an efficient procedure for gathering data, interpreting the data, presenting the information to District and site administrators and creates a plan to use the data for program planning.	The Non-Classroom Teacher uses an effective system for gathering data, is effective in interpreting the data, presents the data to the appropriate personnel and develops a plan to use the data for program planning.	The Non-Classroom Teacher gathers data sporadically with no plan, interprets only partial data, does limited dissemination of the analysis to District and site personnel and creates only a rudimentary plan to use the data for program planning.	The Non-Classroom Teacher gathers minimal data with no plan or efficiency, does not interpret the data or present the District or site personnel with a plan to improve the program.
3.5 Maintain documents for curriculum development	The Non-Classroom Teacher creates an organized and efficient system to maintain documents for curriculum development.	The Non-Classroom Teacher maintains documents for the curriculum development.	The Non-Classroom Teacher maintains only a partial set of documents that can be used for curriculum development.	The Non-Classroom Teacher does not maintain documents for curriculum development.
3.6 Present and assessment of Student learning to Charter personnel, school sites, parents and the community	The Non-Classroom Teacher presents an assessment of student learning to Charter personnel, school sites, parents, and the community that is of uniformly high quality and appropriate to the needs of those being served.	The Non-Classroom Teacher's presentation of an assessment of student learning is of good quality and appropriate to the needs of those being served.	The Specialist.Coach's presentation of an assessment of student learning is of mixed quality with only some information meeting the needs of those being served.	The Non-Classroom Teacher's presentation of an assessment of student learning is of poor quality or incomplete and does not meet the needs of those being served.

Rating Scale: 4 = Exemplifies Standard	3 = Meets Charter Standards	2 = *Partially Meets Charter (Requires Improveme *Requires Commen	ent)	lot Meet Charter Standards (Unsatisfactory) equires Comment
Standard IV. Fulfill Responsibilities to Parents (Community Liaison)	4	3	2	1
4.1 Serve as a liaison within the District and the Charter	The Non-Classroom Teacher anticipates and responds to Charter and site program needs and is an active liaison within the Charter.	The Non-Classroom Teacher initiates efforts to act as a liaison within the Charter.	The Non-Classroom Teacher occasionally makes an effort to respond to the duties of a liaison within the Charter.	The Non-Classroom Teacher rarely performs the duties of liaison within the Charter.
4.2 Maintain effective communication among program participants	The Non-Classroom Teacher is continually seeking ways to improve effective communication and collaborates with program participants.	The Non-Classroom Teacher maintains effective and appropriate communication and collaborates with program participants.	The Non-Classroom Teacher makes a modest effort to communicate with program participants.	The Non-Classroom Teacher infrequently communicates in a meaningful way with program participants.
<b>4.3</b> Implement communication procedures between the District Office, Charter, school site, parents and/or the community	The Non-Classroom Teacher uses a wide variety of communication procedures to disseminate information between the Charter office, school sites, parents and the community	The Non-Classroom Teacher implements effective communication procedures to disseminate information between the Charter office, school sites, parents and the community.	The Non-Classroom Teacher occasionally communicates with the Charter office, school sites, parents and the community.	The Non-Classroom Teacher has not implemented communication procedures and rarely communicates to notify the Charter office, school sites, parents or the community of the program.
4.4 Plan and hold effective community meetings	The Non-Classroom Teacher provides meaningful materials for committee meetings to support goals and to clarify concepts for participants.	The Non-Classroom Teacher provides appropriate materials for committee meetings and to support goals and to clarify concepts for participants.	The Non-Classroom Teacher provides some materials for committee meetings that only partially support goals or clarifies concepts for participants.	The Non-Classroom Teacher does not provide appropriate materials for committee meetings.
4.5 Attend and participate in applicable committees and meetings. Communicate program information to District, Charter and site personnel	The Non-Classroom Teacher regularly attends and participates in applicable committee meetings with current information and data. The Non-Classroom Teacher communicates up-to-date and valuable program information to District and site personnel.	The Non-Classroom Teacher attends and participates in applicable committee meetings. The Non-Classroom Teacher communicates current program information to District and site personnel.	The Non-Classroom Teacher attends most applicable committee meetings. The Non-Classroom Teacher occasionally communicates program information to District and site personnel.	The Non-Classroom Teacher seldom/never attends committee meetings. The Non-Classroom Teacher seldom/never communicates program information to District and site personnel.

Rating Scale: 4 = Exemplifies Standard	3 = Meets Charter Standards	2 = *Partially Meets Charter (Requires Improvem *Requires Comme	ent)	lot Meet Charter Standards (Unsatisfactory) Requires Comment
Standard V. Fulfill responsibility to Students (Instructional Leader)	4	3	2	1
5.1 Develop, prepare, sequence and organize demonstration of lessons	The quality of the Non-Classroom Teacher's model lessons and workshops is uniformly high and appropriate to the needs of the teachers/students being served. The Non-Classroom Teacher conducts extensive follow-up work with teachers/students.	The quality of the Non-Classroom Teacher model lessons and workshops is uniformly high and appropriate to the needs of the teachers/students being served.	The quality of the Non-Classroom Teacher model lessons and workshops is mixed, with some of them being appropriate to the needs of the teachers/students being served.	Non-Classroom Teacher's model lessons and workshops are of poor quality or are not appropriate to the needs of the teachers/students being served.
5.2 Present direct lessons to students and/or model lessons for teachers	The Non-Classroom Teacher presents highly effective model lessons to students and models a variety of instructional strategies for staff.	The Non-Classroom Teacher presents model lessons to the students and models instructional strategies for staff.	The Non-Classroom Teacher presents few or disorganized lessons to students and provides minimal instructional strategies for staff.	The Non-Classroom Teacher presents no lessons to staff or students.
5.3 Develop student understanding through instructional strategies that are appropriate for the subject matter	The Non-Classroom Teacher facilitates student/staff understanding of concepts and information through a wide variety of instructional strategies.	The Non-Classroom Teacher facilitates student/staff understanding of content and information through appropriate instructional strategies.	The Non-Classroom Teacher may use a few strategies to make content and information accessible to students and staff.	The Non-Classroom Teacher does not use instructional strategies that are appropriately matched to content and information that needs to be presented to students and staff
5.4 Use materials, resources and technologies that make the subject matter meaningful	The Non-Classroom Teacher facilitates student/staff understanding of concepts and information through highly effective use of materials, resources and technologies.	The Non-Classroom Teacher facilitates student and staff understanding of concepts and information through appropriate use of materials, resources and technologies.	The Non-Classroom Teacher may use some resources, materials and technologies infrequently to make the subject meaningful to students and staff.	The instructional materials, resources and technologies are either not used or used inappropriately and therefore do not make matters meaningful.
5.5 Use instructional time effectively	Pacing of the lesson or presentation is adjusted to ensure the engagement of all students/staff.	Pacing of the lesson or presentation is appropriate to the activities and information to engage all students/staff.	Instructional presentation time is paced so that activities and information is generally effective for most students/staff.	Instructional or presentation time is often rushed or too long or confusing, resulting in few students or staff understanding the concept.
5.6 Create an environment that engages students and/or staff	The Non-Classroom Teacher makes highly effective use of the students' physical environment with staff contributing to the physical arrangement while creating respectful, trusting and positive relationships.	Non-Classroom Teacher makes good use of the physical environment, resulting in engagement of all participants in the workshop activities within a climate of respect.	The physical environment does not impede workshop activities and the atmosphere is cordial.	Non-Classroom Teacher makes poor use of the physical environment, resulting in poor access by some participants, time lost due to poor use of training equipment, or little alignment between the physical arrangement and the workshop activities with little feeling of a respectful atmosphere.

Rating Scale: 4 = Exemplifies Standard 3 =	Meets Charter Standards	2 = *Partially Meets Charter Standards (Requires Improvement) *Requires Comment (Unsatisfactory) *Requires Comment		
Standard VI. Developing As a Professional Educator	4	3	2	1
6.1 Reflecting on teaching practice and planning professional development	The teacher reflects on his or her teaching practice in relation to student learning and instructional goals, assesses growth over time and plans professional development based on reflection.	The teacher reflects on his or her teaching practice in relation to areas of concern and student learning, assesses growth over time and may use reflection to plan professional development.	The teacher reflects on some lessons and areas of concern in his or her teaching practice, assesses growth in these areas with assistance and may use reflection to plan professional development.	The teacher may reflect on specific problems or areas of concern in his or her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.
6.2 Establishing professional goals and pursuing opportunities to grow professionally	Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills and participates in and contributes to the professional community.	Professional goals are developed and the teacher pursues opportunities to acquire new knowledge and skills and participates in the professional community.	Professional goals are established with assistance. The teacher pursued opportunities to acquire new knowledge and skills, but infrequently participates in the professional community.	Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.
6.3 Working with communities to improve professional practice	The teacher values students' communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning and promote collaboration between school and community.	The teacher values students' communities and develops knowledge of them to benefit students and families, provide some experiences to support student learning and support collaboration between school and community.	The teacher understands the importance of students' communities, but is not sure how to apply this to benefit students and families, provide experiences to support learning or promote collaboration with the school.	The teacher has limited knowledge of students' communities or of how to access them to provide learning experiences for students or to promote collaboration with the school.
6.4 Working with families to improve professional practice	The teacher respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions and provides multiple opportunities for meaningful participation in the classroom or school community.	The teacher respects students' families, develops positive communication and an understanding of their diverse backgrounds and provides opportunities for families to participate in the classroom or school community.	The teacher respects some students' families, initiates communication and develops an understanding of their diverse backgrounds and may provide some opportunities for families to participate in the classroom or school community.	The teacher may demonstrate respect for students' families or their backgrounds, but has limited communication with families and is not sure how to provide opportunities for participation in the classroom or school community.
6.5 Working with colleagues to improve professional practice	The teacher engages in dialogue and reflection with colleagues, collaborates with staff to meet students' needs, and contributes to school-wide and District-wide decision making, events and professional development.	The teacher engages in dialogue with colleagues, collaborates with staff to meet students' needs and participates in school-wide events.	The teacher engages in dialogue with some colleagues, seeks out staff to help meet students' needs and participates in some school-wide events.	The teacher rarely converses with colleagues, rarely seeks out other staff to meet students needs and rarely participates in school or District events or learning activities.

# <u>APPENDIX – D</u>

## **GRIEVANCE FORMS**

### **CALIFORNIA MILITARY INSTITUTE**

Grievance No.\_\_\_\_ 20\_\_\_-20\_\_\_\_

# **GRIEVANCE FORM – LEVEL I**

Level I: Within fifteen (15) days after the occurrence of the act or omission giving rise to the grieven, or after the grievant knew or reasonably should have known of such act or omission, if the grievant desires to pursue the matter further, the grievant must present his her grievance in writing on the appropriate form to his/her immediate supervisor.

Submission of Complaint: All portions of this section must be completed by the grievant.

EMPLOYEE: \_\_\_\_\_\_ JOB TITLE: \_\_\_\_\_

UNION REPRESENTATIVE: \_\_\_\_\_\_ DATE: \_\_\_\_\_

STATEMENT OF GRIEVANCE:

SPECIFY ARTICLE ALLEGED TO HAVE BEEN VIOLATED (CITE SOURCE):

**REMEDY REQUESTED:** 

SIGNATURE:

DATE:

**IMMEDIATE SUPERVISOR'S RESPONSE:** 

### **CALIFORNIA MILITARY INSTITUTE**

Grievance No.\_\_\_\_ 20\_\_\_-20\_\_\_\_

# **GRIEVANCE FORM – LEVEL II**

Level II: If the grievant is not satisfied with the decision at Level I, within ten (10) days he/she may request mediation of the grievance. The mediator shall be appointed by the State Mediation and Conciliation Service.

Request for Mediation – This section must be completed by the grievant. Copy of Grievance Level I form must be attached. I hereby request mediation for the grievance outlined on the attachments.

UNION REPRESENTATIVE: \_\_\_\_\_\_ DATE: \_\_\_\_\_

EMPLOYEE: \_\_\_\_\_

JOB TITLE:\_\_\_\_\_

REASON FOR APPEAL:

**REMEDY SOUGHT:** 

SIGNATURE

DATE:

DATE RECEIVED: \_\_\_\_\_

MEDIATOR ASSIGNED:\_\_\_\_\_\_ MEDIATION DATE: \_\_\_\_\_

#### CALIFORNIA MILITARY INSTITUTE

Grievance No.\_\_\_\_ 20\_\_\_-20\_\_\_\_

# **GRIEVANCE FORM – LEVEL III**

the Principal/Commandant or Designee for advisor arbitration of the dispute.

Request for Advisory Arbitration – This section must be completed by the grievant. Copies of completed Grievance Forms, Level I and Level II must be attached Decline to pursue the grievance through the advisory arbitration procedure set forth in Level II. Request for Charter Board review. UNION REPRESENTATIVE: \_\_\_\_\_\_ DATE: \_\_\_\_\_\_ JOB TITLE: EMPLOYEE: \_\_\_\_\_ Upon completion of this section, grievant shall present original and all attachments to the Principal/Commandant or Designee. Request for Review by Arbitration Association: Date of assignment of arbitrator Date of submission of report of American Arbitration Association Review Request for Review by Charter Board Review : Date of Scheduled Hearing or Review 

Level III: If not satisfied with the decision at Level II, CMITA may within ten (10) days submit a request, in writing, to

Date of submission of report of Charter Board

The Charter Board specifically retains the right to make its final determination on the written record as previously submitted or to reopen the record for the taking of additional evidence. The Charter Board alone has the power to render a final determination of a grievance.