

# AGREEMENT

BETWEEN

SAN PASQUAL UNION SCHOOL DISTRICT

AND

SAN PASQUAL ELEMENTARY  
TEACHERS' ASSOCIATION/CTA/NEA

2020-2023

JULY 1, 2020 – JUNE 30, 2023

RATIFIED MARCH 8, 2022

## TABLE OF CONTENTS

	<u>PAGE</u>
Article 1. AGREEMENT.....	1
Article 2. RECOGNITION .....	1
Article 3. DEFINITIONS.....	2
Article 4. EMPLOYEE RIGHTS .....	3
Article 5. ASSOCIATION RIGHTS .....	3
Article 6. DISTRICT RIGHTS .....	4
Article 7. NEGOTIATION PROCEDURES .....	5
Article 8. MAINTENANCE OF BENEFITS .....	6
Article 9. CONCERTED ACTIVITIES .....	6
Article 10. GRIEVANCE PROCEDURES.....	7
Article 11. CLASS SIZE .....	10
Article 12. REASSIGNMENT PROCEDURES.....	11
Article 13. LEAVES .....	14
Article 14. COMPLAINT PROCEDURES.....	18
Article 15. DISCIPLINE.....	19
Article 16. EVALUATION PROCEDURE .....	20
Article 17. SAFETY CONDITIONS OF EMPLOYMENT .....	23
Article 18. HOURS AND ADJUNCT DUTIES.....	24
Article 19. JOB SHARING .....	27
Article 20. HEALTH AND WELFARE BENEFITS.....	28
Article 21. SALARY .....	31
Article 22. CONTRACT PROVISIONS.....	34
Article 23. ORGANIZATIONAL MEMBERSHIP.....	35
Article 24. MISCELLANEOUS.....	36
OFFICIAL SIGNATORIES .....	37
Appendix A 2022-2023 Certificated Salary Schedule .....	38
Appendix B 2022-2023 Calendar.....	40
Appendix C Grievance Report Form.....	41
Appendix D Complaint Form .....	42
Appendix E Certificated Evaluation Plan (C.E.P) .....	43
Appendix F Peer Assistance and Review Agreement.....	71
Appendix G Goal Forms.....	77

**ARTICLE 1**  
**AGREEMENT**

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Governing Board of the San Pasqual Union School District (Board) and the San Pasqual Elementary Teacher’s Association, CTA/NEA (Association), an employee organization.
- B. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (Act).
- C. Except where stated otherwise, this Agreement shall be effective July 1, 2020 through June 30, 2023. Thereafter, the successor Agreements shall be in effect from July 1 to June 30 of the prescribed year(s).
- D. Reopeners or amendments to this Agreement shall be provided for in Article 7 of this Agreement.
- E. The Board shall, pursuant to Government Code, provide each bargaining unit member with a copy of this Agreement.

**ARTICLE 2**  
**RECOGNITION**

The Board recognizes the Association as the exclusive representative of all certificated employees including temporary teachers. Excluded from the certificated bargaining unit are the Superintendent, all administrators serving in administrative capacity for more than fifty (50) percent of the work day, and daily substitute teachers.

## ARTICLE 3

### DEFINITIONS

- A. "Unit Member" or "Employee" refers to any certificated employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- B. "School days" means days during which students are required to be in attendance.
- C. "Negotiable items" means unit members' salaries, hours, terms and conditions of employment as set forth in Section 3543.2 of the Educational Employment Relations Act (Act).
- D. "Work Day" or "Day" means days during which unit members are required to be in attendance at school, unless otherwise provided for in this Agreement.
- E. "School Day" means the amount of time during which students are required to be in school, unless otherwise provided for in this Agreement.
- F. "Negotiate in good faith" means serious and honest efforts on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all public information (i.e., records, data, worksheets and budgetary materials) which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Educational Employment Relations Act.
- G. "Paid Leave of Absence" means that a unit member shall be entitled:
  - 1. To receive wages and all fringe benefits, i.e., insurance and retirement benefits;
  - 2. Upon return, the unit member shall have the same rights as if he/she had not taken leave;
  - 3. To receive credit for annual salary increments provided during his/her leave.
- H. "Unpaid Leave of Absence" means that a unit member shall be entitled:
  - 1. To continue insurance benefits if he/she pays premiums;
  - 2. Upon return, the unit member shall have the same rights as if he/she had not taken leave.
- I. "Immediate family" means the mother, father, grandmother, grandfather or a grandchild of the unit member or of the spouse of the unit member, and the spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the unit member, or any relative living in the immediate household of the unit member.
- J. "Board" means the duly elected governing board of the San Pasqual Union School District.
- K. "Per Diem" or "Daily Rate of Pay" is calculated by taking the unit member's annual salary and dividing by the number of required workdays in the year.
- L. "Pro rata hourly rate of pay" is calculated by dividing the unit member's "daily rate of pay" (as defined in Article 3K) by 7.5.

## **ARTICLE 4**

### **EMPLOYEE RIGHTS**

- A. The Board shall not unlawfully discriminate against any unit member on the basis of race, color, creed, age, sex, sexual orientation, national origin, political affiliation, domicile, marital status, physical handicap, and membership in an employee organization or participation in the activities of an employee organization.
- B. The District and the Association recognize the right of unit members to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS**

- A. The Association shall have the right to make use of school equipment, buildings and facilities normally used by unit members at all reasonable hours when such equipment is not otherwise in use.
- B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards in the unit members' lunch/work room. The Association may use unit member mailboxes for communications to its members.
- C. Authorized representatives of the Association shall be permitted to transact official Association business on school property so long as such activity does not interfere with the normal operation of the school, and after having first announced himself/herself at the office.
- D. The Board shall, whenever possible, place on the agenda of each regular Board meeting as the first item for consideration under "new business" any matters brought to its consideration by the Association, provided that such matters are made known to the Superintendent's office three (3) business days prior to said meeting.
- E. The Association shall have the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks to the extent such matters are within the discretion of the Board under the law.
- F. The Association shall receive the equivalent of up to six (6) days per contract year of release time for Association business at the expense of the District not including scheduled negotiations with District. The cost of substitute only shall be provided by the District.

## **ARTICLE 6**

### **DISTRICT RIGHTS**

- A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. It is the intent of the parties that these rights shall not abridge Association Rights as guaranteed under the EERA.
- C. The District retains its right to temporarily suspend policies and practices referred to in this Agreement in cases of emergency. Emergencies to be defined as such Acts of God as earthquake, flood, severe storms or other conditions threatening safety of children or staff.

## **ARTICLE 7**

### **NEGOTIATION PROCEDURES**

- A. The District and Association may reopen negotiations for the school years 2021-2022 and 2022-2023, on Article 20, Health and Welfare; Article 21, Salary; and two (2) additional articles each.
- B. Not later than May 15 of the school year preceding the year covered by reopener negotiations, the Association's initial proposal regarding reopener negotiations must be submitted to the District.
- C. Not later than May 15, 2023, the Association shall submit its initial proposal to the District for a successor Agreement.
- D. Upon receipt of the written initial proposal(s) or the successor Agreement, arrangements shall be made pursuant to the provisions of the Educational Employment Relations Act, including the Public Notice Provisions, for meeting and negotiating to commence. The Board shall meet and negotiate in good faith with the Association on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.
- E. Either party may utilize the service of outside consultants to assist in the negotiations.
- F. The Board and the Association may discharge their meeting and negotiating duties by means of authorized individuals.
- G. Negotiations shall take place at mutually agreeable times and places during the regular school day, provided that meetings shall be held within five (5) days from receipt of a written request. The Association shall designate three (3) representatives who shall each receive a reasonable amount of released time without loss of compensation for meeting and negotiating.
- H. The Board shall, upon request, furnish the Association with one (1) copy of all county and state required reports as soon as they are transmitted to the county or state, or within five (5) days, of such request. In addition, the Board shall provide copies of all other public information (such as budgetary) which it produces that are necessary for the Association to fulfill its role as the exclusive bargaining representative, as soon as it becomes available, or within five (5) days of the Association's request.
- I. Not later than October 15, the District shall furnish the Association with the placement of unit members on the regular salary schedule as of October 1<sup>st</sup>.

## **ARTICLE 8**

### **MAINTENANCE OF BENEFITS**

The Board shall not reduce or eliminate any benefits and/or negotiable benefits, which were enjoyed by unit members prior to the effective date of this Agreement, including benefits attributed to the past practice of the District, unless otherwise provided by the express terms of this Agreement.

## **ARTICLE 9**

### **CONCERTED ACTIVITIES**

- A. It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the San Pasqual Elementary Teachers' Association, CTA/NEA, or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The San Pasqual Elementary Teachers' Association, CTA/NEA, recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the San Pasqual Elementary Teachers' Association, CTA/NEA, the Association agrees, in good faith, to take all necessary steps to cause those unit members to cease such action.



**ARTICLE 10**  
**GRIEVANCE PRODECURES**

A. Definitions

1. A “grievance” is a claim by the Association or from one or more unit members that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement, or a violation, misapplication or misinterpretation of any Board policy, practice or regulation relating to the terms of this Agreement.
2. A “grievant” is the person or persons, including the Association or representatives thereof, making the claim.
3. A “party in interest” is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
4. A “Conferee” is any unit member other than the Association Representative.
5. A “Day” means days during which unit members are required to be in attendance at school.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems, which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the process.
2. Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of the Agreement and that the Association has been allowed to review the proposed adjustment and to state its views.
3. Any time limits set forth under this procedure may be extended or reduced by mutual agreement.
4. If a grievance arises from the alleged violation, misapplication, or misinterpretation of the Agreement by the Superintendent, the grievance shall be presented initially at Level Two.

C. Procedure

1. Level One - Informal

An aggrieved person will first discuss the grievance informally with the immediate supervisor. The grievant may have a conferee and/or an Association representative present at this meeting. If no resolution at the informal level the District must notify the grievant.

2. Level Two - Formal

If the attempt to resolve the grievance at the informal level is not successful, the unit member may submit the grievance on a District grievance form. (Appendix C) The District form shall contain a clear and concise statement of the grievance, the circumstance involved, the decision rendered at the informal level and the specific remedy sought. The formal grievance shall be submitted to the Superintendent within twenty (20) working days of when the unit member or Association is notified of the unsuccessful resolution of the grievance at the informal level. The Superintendent shall communicate a written decision to the unit member within ten (10) working days after receiving the grievance.

3. Level Three - Mediation

If the unit member is not satisfied with the Superintendent's written decision, the unit member may request the Association to submit the grievance to the State Conciliation Service for mediation and recommendation regarding the outcome of the grievance. Unless the unit member's written request for mediation is presented to the Superintendent no later than ten (10) working days after receiving the Superintendent's written decision, the grievance shall be deemed resolved.

The mediation process shall be completed within thirty (30) work days of the request for mediation. Time lines for the completion of mediation may be extended by mutual agreement of the parties.

4. Level Four - Arbitration

- a) If the grievance is not resolved in the mediation process at Level Three, the grievant may request the Association submit the grievance to arbitration. If the Association concurs with the grievant's request for arbitration, the Association shall, within ten (10) working days of the Superintendent's decision, submit a request in writing to the Superintendent for arbitration of the dispute, and the District shall comply with the request.
- b) Within ten (10) days, if the parties cannot agree upon the selection of an arbitrator, the Association shall contact the California Conciliation Service and request the appointment of a neutral arbitrator.
- c) The fees and expenses of the Arbitrator and the hearing shall be borne equally by the district and the Association. All other expenses, including fees for witnesses, conferees, a court reporter and transcripts, shall be borne by the party incurring them.
- d) The grievant and an Association representative shall be provided release time for any hearing.

- e) The Arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues that were submitted to arbitration. If the parties cannot agree upon a submission statement, the Arbitrator shall determine the issue by referring to the written grievance and the answers thereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the Arbitrator shall rule on the arbitrability of the issue.
- f) The Arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
- g) After a hearing and, if so stipulated, after both parties have had an opportunity to make written arguments, the Arbitrator shall submit in writing, within sixty (60) calendar days, his/her decision to all parties. The decision of the Arbitrator shall be binding.

## **ARTICLE 11**

### **CLASS SIZE**

- A. The District shall strive to ensure that class sizes shall not exceed the prescribed State maximums.
- B. The District recognizes the additional responsibility that is placed on unit members when children who have special needs are placed in their class. The District will strive to reduce class size and/or provide assistance in those classes where students are placed who have been identified as having special needs.
- C. If a District class exceeds the prescribed State maximum for a period of twenty (20) consecutive school days, the District shall implement one of the following options:
  - 1. Re-assignment or re-scheduling of students;
  - 2. Hiring of additional unit members.

**ARTICLE 12**  
**REASSIGNMENT PROCEDURES**

A. Definitions

1. Reassignments are defined as a change in grade level or subject area within the same work location.
2. Reassignments may be unit member-initiated (voluntary) or District initiated (involuntary).
3. Room Change – Any change which requires a physical change from one room to another.

B. Voluntary Reassignments

1. Unit members may initiate their own reassignment by submitting a written request to the District Superintendent. Forms will be emailed by the District to all unit members by March 1<sup>st</sup>. In order to ensure consideration for placement in a new position for the coming school year, a unit member's written request for reassignment must be submitted by March 15<sup>th</sup>.
  - a) The request shall be effective until the following March 15<sup>th</sup>.
2. Written requests for reassignment may be submitted at any time during the District's regular office hours.
3. Unit members who have submitted the required form for a voluntary reassignment shall be notified of any certificated openings as soon as they come to the attention of the District. Only unit members who submitted the voluntary reassignment request will be considered for the certificated opening. The Administration shall make reasonable effort to notify all unit members who have a form on file requesting transfer to the vacant position. The District will attempt to contact unit members who have a completed reassignment request on file via District email. If no response is received from the Unit member, the District will attempt to contact the Unit member through the telephone number provided. Unit members will have three (3) business days to notify the District to receive consideration for the vacant position. If the vacancy occurs within eight (8) days before or after the start of a new school year, unit members will have twenty-four (24) hours to receive consideration for the vacant position after the District has made reasonable effort to notify all unit members who have a grade level preference form on file requesting interest in the vacant position.
4. The District shall post notice of all known certificated vacancies as soon as they come to the attention of the District
5. If a unit member's request for voluntary reassignment is denied, he/she shall be granted, upon request, a meeting with the administrator to discuss the reasons for the denial.

6. No position shall be filled until after the closing date for applications as specified on the notice of vacancy.
7. Currently employed certificated staff members who have applied for and are qualified for a vacant position in the District's teaching staff shall receive first consideration for the position prior to the employment of anyone from outside the District, except as mandated by federal or state employment guidelines.
8. When two or more unit members apply for and are qualified for a position declared vacant by the District, the following criteria shall be considered in selecting the individual to fill the position:
  - a) Experience and recent training of the staff member compared to other candidates for the position to be filled.
  - b) Special qualifications, including personal skills and abilities of the staff member compared with the skills and abilities possessed by other candidates which are in particular demand for the position in question.
  - c) Credential requirements.
  - d) The best interests of the District's educational programs.
  - e) If the above factors are, for all intent, equal between two or more candidates for a position, the person with the greatest seniority in the District will normally be given consideration in filling the vacancy.
9. A permanent unit member shall be given the first consideration to fill a temporary vacancy created by another permanent unit member taking a leave of absence. Such change of assignment shall be for one (1) year. When the unit member on leave returns to active employment, the unit member will be placed in a teaching position for which he or she is certified to teach. In the event more than one (1) unit member applies for a temporary vacancy, the criteria specified in Section 8 above, shall be used to determine who should fill the position.

C. Involuntary Reassignment and/or Involuntary Room Change

1. The Superintendent may make involuntary reassignments in accordance with the established educational goals, staffing requirements of the District and the best interests of the District's educational programs. Reassignments shall not be used as a disciplinary measure or for the purpose of harassment.
2. Unit members shall be given notification of any administrative order that they be reassigned for the coming school year and, excepting emergency or unforeseen circumstances. Such notification shall normally be provided by June 15.
3. Should the reassignment of a unit member become necessary at any time after two (2) weeks prior to the commencement of a new school year due to enrollment changes or other emergency circumstances and should such a reassignment involve a grade level assignment and/or subject matter assignment, the affected unit member, upon request, shall be entitled to receive two (2) full days of released time for use in preparing for his/her new assignment. If the assignment change impacts a unit member's preparation, the unit member may request and receive an additional day without instructional duties.

4. A meeting between the unit member and the Superintendent or his/her designee will be held before a new assignment is made, at which time the unit member will be notified as to the reasons for the proposed reassignment. Other possible alternatives will be discussed and considered.
5. When considering the filling of an existing vacancy through the involuntary reassignment, the Superintendent/designee will make the reassignment in accordance with the best interest of the District's educational programs. The Superintendent/designee shall consider the following criteria in selecting the individual to fill the position:
  - a) Experience and recent training of the staff member compared to other candidates for the position to be filled;
  - b) Special qualifications, including personal skills and abilities of the staff member compared with the skills and abilities possessed by other candidates that are in particular demand for the position in question;
  - c) Credential requirements.
  - d) The best interests of the District's educational programs.
  - e) District-wide seniority.
6. If a decrease in the number of students or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary reassignment. Unit members, who must be involuntarily reassigned from their current positions because of declining enrollment or for other similar reasons, shall be given the first opportunity to request placement in any vacancies that exist at the time, or that become existent during the summer vacation period if the unit member is qualified for the vacancy.
7. An involuntary reassignment shall not result in the loss of compensation, seniority, or any fringe benefit to a unit member.
8. No unit member may be reassigned to a position for which he/she does not have a proper credential.
9. The District shall provide assistance in the moving of the unit member's materials whenever he/she is reassigned.
10. Should a Unit Member be required to make a Room Change they shall be entitled to receive two (2) full days of comp-time for use in facilitating the move. If said move is in the summer, the District shall compensate for two (2) full days of comp-time the following school year. Said days shall be taken at the discretion of the unit member with prior approval of the District which shall not be unreasonably withheld. Unit members required to make an involuntary Room Change shall complete a Declaration of Room Change given to them to by the District. This form shall be completed within thirty (30) school days of said room change. Unit members who fail to complete the form within the thirty (30) day time period will not be granted comp-time for room change.
11. In the event the District establishes an additional work location for unit members, the parties hereto agree to reopen negotiations regarding transfer procedures.

## ARTICLE 13

### LEAVES

The mandatory leave benefits provided unit members by the Education Code are incorporated into this Agreement except as supplemented in this Article.

#### A. Sick Leave (Illness and Injury)

The unit member shall be allowed one (1) day of sick leave for each month worked with a maximum of ten (10) days sick leave annually.

1. Each unit member beginning active service on the first day of the school year is credited in advance with ten (10) sick leave days upon initial employment with the District. Unused sick leave days are cumulative without limit. Upon termination of employment in the District, any days taken in excess of earned cumulative days, will be docked in the last salary payment.
2. Each unit member must be employed on or before the tenth (10<sup>th</sup>) day of the month in order for that month to be counted in computing sick leave.
3. If a unit member is employed after the beginning of the school year or on a part-time basis, the days are pro-rated according to that percentage.
4. In the event the unit member cannot report to duty, the unit member will notify the District by the means outlined in the employee handbook as soon as possible but no later than 6:30 a.m. and indicate the number of days of absence, if known. Lesson plans must be provided in a printable and usable form by the teacher no later than 8:00 am.
5. Sick leave shall be utilized in increments of half day or full day. A substitute teacher is typically hired on a half day or full day basis. AM half day is from 8:00 to 11:45. PM half day is from 11:45 to 3:30. If the teacher returns by 11:45 am the teacher will be charged for a half day substitute. If a teacher who has arranged for an AM half day substitute returns after 11:45 am, this will be considered a full day of sick leave.

Exceptions to the above are as follows:

- a. On individual/grade level planning minimum days when students leave at 1:30 p.m. and no substitute teacher is required.
- b. At 3:00 p.m. for medical appointments after the safe dismissal of students.
- c. With prior approval of the Superintendent/designee.

In each of these incidences, Unit Members may take leave in increments of 15 minutes and must notify the office prior to their departure from campus. Unit Members must arrange for after-school duty coverage (if needed). If a District meeting is scheduled, prior approval is required from Superintendent/designee.



B. Differential Leave Benefits

1. When a unit member has used up all his/her current and accumulated sick leave and is still absent due to illness or accident, the unit member shall receive his/her regular salary, minus the cost of a substitute to fill the position, for a period extending no longer than five continuous school months beyond the unit member's 11<sup>th</sup> day of absence during the current school year. (Education Code 44977) Differential benefits shall not be provided for days on which the unit member receives full pay as a result of accumulated sick leave.

C. Pregnancy and Child Birth

1. Unit members may use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom. The unit member and her physician shall determine the length of such sick leave, including the date on which the leave is to begin and the date on which the duties are to be resumed.
2. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
3. Unit members may be entitled to childcare leave in accordance with federal and state laws. In addition, he/she may apply for Personal Leave, in accordance with Section K of this Article.

D. Personal Necessity/Business Leave

1. Up to seven (7) days of unused sick leave, may be used by the unit member at his/her election for reasons of personal necessity/business (Ed. Code 44981). Of those seven (7) days, four (4) may be used at the discretion of the unit member who shall not be required to give verification or explain the reason for the leave. Of those four (4) days, no more than three (3) days may be used consecutively.
  - a. Unit members may request leaves that are beyond the above-mentioned allocations. Subject to the approval of the Superintendent, the unit member will be entitled to their daily rate minus the daily rate of the substitute.
2. Unit members shall submit notification for personal necessity/business leave to the District administration for approval at least three (3) days prior to the beginning date of the leave, except where extenuating circumstances, as referenced in Education Code 44981, make this impossible.
3. Requests for personal necessity without verification may be denied if the day(s) requested are immediately consecutive to a District holiday, sick leave and/or when replacement personnel (i.e. substitute teachers) are unavailable.

E. Paternity Leave

Upon the birth of a child, the father shall be granted one (1) day of leave with no loss of salary.

F. Adoption Leave

Upon the request of the unit member and presentation to the Superintendent of proof of adoption, the unit member shall be granted one (1) day of paid leave of absence.

G. Bereavement Leave

Each unit member is entitled to three (3) days of absence, or five (5) days if out of state travel is required, for the death of any member of his/her immediate family including unborn children. In such cases, no deduction is made from his/her salary.

H. Subpoena Leave of Absence

1. Subpoena Leave is provided when a unit member is absent because of a mandatory court appearance as a witness, not a litigant, in response to a subpoena duly served. A unit member shall suffer no monetary loss by reason of this service but shall receive that portion of his/her salary, which represents the difference between fees paid by the court, or by the party requiring the appearance, and his/her regular salary.
2. A copy of the subpoena or a certificate from the clerk of the court and a report of fees received, exclusive of mileage, shall be filed with the absence report in the District Office.

I. Industrial Accident and Illness Leave

1. A unit member shall be entitled to Industrial Accident and Illness Leave of not more than sixty working days of entitlement pursuant to Education Code 44984.
2. The total of the unit member's temporary disability indemnity and the portion of salary due him/her during her/his absence shall equal her/his full salary.
3. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as she/he and her/his physician agree that there has been such a recovery.
4. An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be traced to the performance of services for the District.
5. The District's report of an industrial accident or illness shall be kept on file in the Business Office.
6. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness.

J. Jury Leave

1. Unit members may be absent from assignments to serve as jurors without loss of pay, up to a maximum of thirty (30) calendar days. Mileage paid to unit members serving as jurors may be kept by the unit member.
2. Unit members desirous of serving on jury duty when called upon should notify the District office in writing, providing at least three (3) days notification.

3. Unit members who successfully postpone jury duty to a non-workday will receive up to five (5) days of substitute pay for jury duty service performed on up to five (5) non-workdays.

K. Personal Leave

1. A unit member may request a leave without pay for personal reasons. Such leaves may be granted for a maximum period of one (1) year. Upon request the leave may be extended for an additional year.
2. The beginning dates of such leaves shall normally be established to coincide with normal breaks in the school year. The normal ending date of such leaves shall coincide with the end of the trimester semester or the end of the student school year in which requested.
3. The unit member shall notify the District, sixty (60) calendar days prior to the ending date of the leave, of his/her intent to return to service.

L. Verification of Leaves

Claim for leave shall be substantiated as follows:

1. Sickness or Injury – The signed statement of the unit member on the District Absence Report will, in most cases, suffice. The Superintendent may require that a claim for sick leave be supported by a written statement from the attending physician after five (5) days.
2. Death in the Family – The signed statement of the unit member identifying the family relationship of the deceased on the Absence Report Form will normally suffice.
3. Accident involving the unit member or the unit member's Family – The manner of proof shall be a written statement from the unit member citing the circumstances substantiated in cases of personal injury by a physician's statement or, in cases of property damage, verification of the accident by an official.
4. Appearance in Court – The claim for leave will be supported by a copy of the subpoena or order of the court.

M. In-Service Leave

A unit member may request, and the Superintendent may or may not grant paid in-service leave. The purpose shall be to improve the District's educational program by providing an opportunity for the unit member to visit another class, attend a workshop, or receive other specialized in-service training.

N. Return from Leave

A permanent unit member returning from paid or unpaid leave, of no longer than one (1) year, shall be entitled to return to the same position classification he/she had prior to the leave.

## ARTICLE 14

### COMPLAINT PROCEDURES

A. The Superintendent or designee shall determine whether a complaint should be considered a complaint against a unit member and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against unit members:

1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor or the Superintendent/designee.
3. When a written complaint is received on the District Complaint Form, the unit member shall receive a copy of the complaint within five (5) duty days. The period of notification shall be extended by the appropriate number of duty days when either the unit member or the principal or immediate supervisor is absent during the five (5) duty day period.
4. The principal or immediate supervisor responsible for investigating the complaint shall attempt to resolve the complaint to the satisfaction of the parties involved within thirty (30) duty days. The unit member shall be entitled to offer information on his/her behalf. The unit member shall also be entitled to have a representative present in any meeting between the principal or immediate supervisor and the unit member in which the contents of the complaint are discussed. No copy of the complaint shall be placed in the unit member's personnel file until the unit member is notified and given the opportunity to attach a written statement thereto. If disciplinary action is to be taken against the unit member, a copy of any investigative report prepared by the principal or immediate supervisor and disclosable statements and documents upon which the disciplinary action is based will be provided to the unit member.

#### B. Other

1. If the complaint against the unit member involves allegations of violations of state or federal law, such as unlawful discrimination, the complaint shall be processed pursuant to the provisions of applicable law. If the investigation and processing of such complaint results in a finding of unlawful conduct by the unit member, written information may be placed in the unit member's personnel file and the unit member shall be provided with an opportunity to prepare a written response. Nothing in this provision shall limit the unit member from defending his/herself against false accusations.

## **ARTICLE 15**

### **DISCIPLINE PROCEDURES**

- A. The District may discipline a Unit member only for just cause. As a general rule, the District may start with the first step of progressive discipline and may proceed to the next step each time the employee repeats the same unsatisfactory conduct within twenty-four (24) months. Where appropriate, the disciplinary action shall be progressive in nature.

The steps of progressive discipline generally include the following sequence: Oral Warning/Conference, Written Warning, Letter of Reprimand, Unsatisfactory Evaluation, Suspension without Pay, Dismissal. No documentation of verbal and/or written warning shall be placed in the Unit member's personnel file unless the progressive discipline escalates to at least the Letter of Reprimand stage. Should a Letter of Reprimand need to be issued, any documentation of previous progressive discipline steps related to same unsatisfactory conduct may be referenced or attached and placed in the Unit member's personnel file.

The District's goal of progressive discipline is to correct unsatisfactory employee performance. It is the intention of the District to take a corrective rather than punitive approach to discipline.

The Unit member will be given the opportunity to attach a written statement to the disciplinary document.

Progressive discipline steps may be skipped based on the severity of the employee's conduct. Progressive discipline steps may also be repeated in an attempt to correct unsatisfactory conduct.

## ARTICLE 16

### EVALUATION PROCEDURE

A. The administration shall conduct formal evaluations of employees, and, in addition, may conduct informal evaluations of employees. The purposes of the evaluation system are to improve the delivery of educational services; improve instruction; provide constructive assistance to unit members; and rate the service of unit members to the District.

#### 1. Lesson Plans

All unit members will be responsible for preparing daily lesson plans and having them available for review; however, they will not be required to turn in lesson plans. If a unit member fails to leave lesson plans for substitutes on at least two (2) occasions within a school year, excepting unforeseen circumstances discussed with the unit member and administrator, he/she may be required to turn in lesson plans for the remainder of the year.

#### 2. Evaluation Cycle

Every probationary and temporary certificated unit member shall be formally evaluated by the administration in writing, at least twice each school year. Every permanent certificated unit member that has completed three (3) or more years of teaching within the district, who receives evaluations with overall ratings of "Integrating" or "Innovating" shall be formally evaluated by the administration in writing every other year. On-year certificated unit members will be notified before September 1.

If the certificated unit member receives an evaluation with an overall rating of "Emerging" or "Exploring," the unit member would be returned to the evaluation cycle and be evaluated at least once each school year. Upon an evaluation with overall ratings of "Integrating" or "Innovating" shall be formally evaluated by the administration in writing every other year.

If the certificated unit member receives an evaluation with one (1) "Exploring" rating and/or two (2) or more "Applying" ratings with no marks below "Exploring" shall be rated "Applying Standards". The unit member would be evaluated at least once each school year. Upon an evaluation with overall ratings of "Integrating" or "Innovating" shall be formally evaluated by the administration in writing every other year.

Beginning in the 2014 – 2015 school year, permanent certificated unit members employed by the District for at least ten (10) years may be evaluated every three (3) years instead of every other year based on the two (2) most recent evaluations to determine if they qualify for three-year cycle.

Permanent certificated unit members, with an approved letter of retirement submitted to the district, who are scheduled to be evaluated and received an evaluation of "Applying" or better on the previous evaluation cycle, upon mutual agreement with the District, may have their final evaluation waived.

### 3. Observations

Prior to the end of the eighth week after the start of an assignment during the year in which a formal evaluation is to take place, the employee will receive a copy of "Levels of Teacher Development."

In addition to informal observations throughout the year, all on-year certificated unit members will receive a minimum of one formal observation. The first observation is to be completed no later than January 31 and any subsequent observations are to be completed no later than May 1. Formal evaluations shall be based upon at least one observation lasting approximately forty-five (45) minutes, but not less than twenty (20) minutes nor more than sixty-five (65) minutes plus any informal observations conducted throughout the school year.

Formal observation dates will be mutually agreed upon in advance by the evaluator and evaluatee.

The District evaluator will record observation notes to be reviewed with the evaluatee in the post-observation conference within two business weeks of the observation and the unit member will receive a copy of the unit member's tentative rating. A copy of the Formal Observation form will be filed in the unit member's district personnel file.

### 4. Summative Evaluation

The District evaluator will schedule and conduct a Summative Evaluation meeting with all on-year unit members, no later than thirty (30) days prior to the last scheduled work day. The Summative Evaluation and the Professional Growth Goals will be used to discuss the certificated unit member's progress in meeting all areas of the CSTPs. The Summative Evaluation is reviewed and signed during this conference. When agreement cannot be reached, the District evaluator maintains final responsibility for evaluation. The certificated unit member may submit a written response to the summative evaluation within five (5) days. If there are two or more areas marked "Emerging" the overall performance is determined as "Emerging".

The Summative Evaluation shall not be based on unsubstantiated information.

### 5. Employee Assistance Plan

Assistance Plans are written in three instances: 1) Voluntarily, 2) Unsatisfactory evaluation, 3) Performance concerns outside the evaluation process. An Employee Assistance Plan will provide agreed upon resources to support improvement of identified deficiencies. The District evaluator will have the final decision if there is disagreement of these resources. Employee Assistance Plans will be placed in the certificated unit member's personnel file along with the Formal Evaluation Plan; except when the Assistance Plan was voluntary.

The Employee Assistance Plan will be terminated after the certificated unit member receives two (2) formal evaluations (one-school year) of “Applying” or better. The District evaluator may terminate an Employee Assistance Plan by writing a memo to the file explicitly stating the plan has been successfully completed and the terms have been fulfilled.

6. The evaluation and assessment of a unit member’s performance shall not include the use of publisher’s norms established by standardized tests.

7. Goal Setting and Mid/End of Year Goals

In addition to the evaluation process for on-year unit members, annually, prior to the end of the eighth school week, each certificated unit member and the District will meet to agree upon “Professional Growth Goals” for the school year. Three (3) goals shall be selected from the California Standards for the Teaching Profession (CSTP’s); two (2) from Standards 1 to 5, and one (1) personal goal from Standard 6. Grade levels/subject area teachers will develop common goals and meet with the District as a team to facilitate teamwork and collaboration.

All certificated unit members (grade level teams/subject matter teams) are to complete a mid to end-of-year reflection on their “Professional Growth Goals for the school year. All reflections are to be completed no later than May 1. The “Professional Growth Goal – Reflection” provides the opportunity for the certificated unit member to use all evidence/data collected to self-assess progress on their Professional Growth Goals.



## ARTICLE 17

### SAFETY CONDITIONS OF EMPLOYMENT

- A. Unit members shall immediately report cases of assault suffered by them in connection with their employment to the Superintendent's Office, who shall immediately report the incident to the police. The Superintendent/Principal shall then comply with any reasonable request from the unit member for information in the possession of the Superintendent/Principal relating to the incident or the persons involved and shall act in appropriate ways as liaison between the unit member, the police, and the courts.
- B. Unit members shall be provided coverage under the terms and conditions of the District Workers' Compensation Program and Illness Leave provision for any injury or illness arising out of, or in the course of, their employment.
- C. Unit members shall report any unsafe working condition. They shall not be required to work under unsafe conditions or to perform tasks, which endanger their health or safety.
- D. The District shall provide liability insurance for personal liability of a unit member acting within the scope of employment.
- E. Personal Property Loss/Reimbursement

The District shall reimburse unit members, up to \$500 per occurrence for any loss, damage, or destruction of personal property of the unit member while on duty in the school, on the school premises, or on a school sponsored activity. A unit member may petition the District for reimbursement beyond the stated limit.

  - 1. For the intent of this section "Personal Property" is defined as those items approved on the unit member's personal inventory form. Items used for instructional purposes shall be reimbursable property, provided the unit member has listed such property on a district provided inventory form. The inventory form is to be updated at least annually at the beginning of each school year or when any additional property is brought in by the unit member. The inventory form is valid for one (1) year only.
  - 2. In the event unit members are reimbursed pursuant to this section, the District shall, to the extent of such payments, be subrogated to any rights of the unit member to recover compensation for such damage or stolen property. The District may file and prosecute an action to enforce its subrogation right in the small claims court if the amount of the claim is within the court's monetary jurisdiction, or the District may enforce its subrogation right in any other court of competent jurisdiction.
  - 3. A unit member filing a claim pursuant to this Section shall file said claim no later than one (1) working day following the damage or loss of the property in question. The District retains the right to inspect all damaged property and to require full disclosure of witnesses, prior conditions and full description of damaged or stolen property.
  - 4. A police report of the incident may be required.

## ARTICLE 18

### HOURS AND ADJUNCT DUTIES

#### A. Work Hours/Work Day

1. The work hours for unit members shall be seven (7) hours and thirty (30) minutes, inclusive of a minimum of forty (40) minute duty-free lunch plus a five (5) minute passing time to occur at the end of lunch.
2. The normal workday shall begin thirty (30) minutes before the pupil instructional day and shall end thirty (30) minutes following the end of the pupil instructional day. With the exception of scheduled meetings or assigned supervision duties, the time before and after school is a designated teacher preparation time.
3. Unit members shall be allowed to leave the work site following the safe dismissal of students on the workday preceding winter break.
4. Unit members shall be required to attend three (3) nighttime school functions per year. Unit members shall not be required to remain later than 9:00 PM. All K-5 teachers (including K-5 specialty teachers) shall attend one (1) Back to School Night, one (1) Open House Night, and at least one (1) other evening event. All 6-8 teachers (including 6-8 specialty teachers) shall attend one (1) Back to School Night, one (1) middle school dance, and at least one (1) other evening event. (See G3 for part-time certificated requirements.) Nighttime school functions for all grades may include but are not limited to the following: Back to School Night, Open House, Visual and Performing Arts (VAPA) performances, dances, promotion, etc.
5. One (1) day per week, students shall be dismissed 90 minutes prior to normally scheduled dismissal. Unit members shall utilize the remainder of the workday onsite. Unit members will use minimum days for planning and preparation. The District will use 50 minutes of each minimum day at the discretion of the Superintendent/Designee. By mutual agreement, District meeting times may be extended to up to 100 minutes per session.
6. Preparation/Planning Time
  - a) Unit members will have at least 60 minutes of individual preparation/planning time during each full week of instruction while their students are scheduled and receive instruction through educational programs under the supervision and/or presence of a credentialed teacher. During shortened weeks, unit members will continue to have preparation/planning time on their regularly scheduled days. Preparation/planning time provided under this section is contingent upon the staffing of other educational programs by a certificated teacher. If the unit member does not receive weekly preparation/planning time as scheduled due to the absence of a certificated teacher, the District will schedule a preparation/planning make-up session within 30 school days of the missed session.

- b) In addition to the 60 minutes of preparation time provided per section 6(a) of this Article, unit members servicing as specialized academic instructors shall receive an additional 60 minutes of preparation time per week for assessment, IEP preparation, and other special education related tasks.
7. No unit member shall be required to be on duty more than three and one-half hours (3 1/2) without being provided a relief break of at least ten (10) minutes.
  8. The Superintendent and/or designee may schedule up to one (1) additional hour to the workday no more than seven (7) times per school year. No more than four (4) of those sessions require the Unit Member's physical attendance. The District will notify Unit Members at least one month prior to these sessions. The remaining sessions may be conducted virtually on tasks with a recommended completion time not to exceed one (1) hour. Virtual participation will require verification of completion and are to be completed within a timeframe specified by the Superintendent/designee.
  9. In addition to a weekly shortened day for unit member preparation, shortened days shall be scheduled for: parent conference days; the last day of each reporting period; last day of the instructional year; the last work day prior to the winter break; three (3) days the first week of the instructional year, the first day, Thursday and one (1) other day as determined; and any additional days as may be determined by the Superintendent.
  10. During the week of Parent Conferences, in which the instructional day is shortened for the purpose of meeting with parents or guardians, unit members shall meet with parents or guardians during the two (2) hours following the dismissal of students. Each unit member may select one (1) of the days during the week of parent teacher conferences in which parent-teacher conferences will not be conducted. This early release day is provided in lieu of extra compensation for instances in which parent-teacher conferences occur after the designated two (2) hour period for conferencing.

B. Work Load/Adjunct Duties

1. Unit members may be assigned supervision duties on an equal and rotating basis.
2. Adjunct duties within the workday shall be equally distributed among unit members.

C. Participation on Committees

Unit member participation on all District committees shall be on a voluntary basis.

D. In-Service Training

In-service programs shall be developed and implemented through the Curriculum and Instruction Committee and/or Leadership Team and Administration. Within 5 school days of a Leadership Team meeting, Leadership Team grade level representatives shall communicate a summary of the meeting to their grade level and/or subject matter teachers.

E. Work Year/Instructional Year

1. Unit members shall provide instruction for one hundred eighty (180) days. In addition, there shall be five (5) days of non-instructional time. The District may require new unit members to attend up to one (1) additional non-instructional day for orientation and preparation prior to the start of the school year. At least one (1) full workday will be delegated to unit member classroom preparation prior to the start of school year without meetings where attendance is required.
2. The student instructional year shall be one hundred eighty (180) days per year. There shall be one (1) student-free day immediately following the conclusion of the student instructional year.
3. The school year calendar listing all instructional days, non-instructional days, vacations, and holidays is included as Appendix B. The school year calendar shall be negotiated annually prior to its official adoption.

F. Part-Time FTE Certificated

1. Staff Meetings- Part Time Unit Member may be required at the Superintendent's discretion to attend up to three (3) staff meetings per school year. Part Time Unit Member will be paid at the Unit Member's hourly rate.
2. Parent Teacher Conferences – Part Time Unit Member will be required to attend Parent Teacher Conferences for two (2) out of the five (5) days of Parent Teacher Conference Week.
3. Nighttime School Functions- Part Time Unit Member shall attend Back to School Night and/or Open House (depending on grade level) , and/or one (1) night-time function, for a total of two (2) nighttime functions.
4. Unit members in part time positions are entitled to all the provisions as specified Article 20, Health and Welfare Benefits, and Article 21, Salary. However, the District's contribution shall be prorated, based upon each unit member's percentage of position held. Part time members receive step credit for one year if their contract is for over 50%. If the member's part time contract is 20% to 50%, the member must work two years to receive one step on the salary schedule. Members working less than 20% receive step credit based on the percentage of FTE worked.

## **ARTICLE 19**

### **JOB SHARING**

- A. Notwithstanding the provisions of Article 18, permanent unit members may request to participate in a job-sharing plan subject to the recommendation of the principals and supervisors involved. The Superintendent at his/her discretion and the Governing Board must approve all job sharing plans.
- B. Each job share shall be approved for one (1) year only and all subsequent job-sharing positions must be approved on an annual basis.
- C. Each unit member of the Job Sharing Team is required to attend District Preparation Days the first five (5) days of school with students in order to formulate an instructional plan and to allow students to become familiar with each unit member. Each unit member of the Job Sharing Team is permitted to exchange days with the other. A partner will have first right of refusal to substitute for the other, however, in no case will it be required.
- D. Unit members requesting permission to enter the job-sharing plan for the following school year shall submit an appropriate application letter to the District by March 1. Said application shall include a detailed plan of how the proposed job sharing will function. The Superintendent shall make a determination and notify the applicants by June 1<sup>st</sup>.
- E. Unit members in job sharing positions are entitled to all the provisions as specified in Article 20, Health and Welfare Benefits, and Article 21, Salary. However, the District's contribution shall be prorated, based upon each unit member's percentage of the position held. Job sharing members receive step credit for one year if their contract is for over 50%. If the member's job share is 20% to 50%, the member must work two years to receive one step on the salary schedule. Members working less than 20% receive step credit based on the percentage of FTE worked.

## ARTICLE 20

### HEALTH AND WELFARE BENEFITS

The District shall contribute to each eligible unit member a maximum of eight thousand five-hundred dollars (\$8,500) for medical benefit contributions. In addition to the \$8,500, the District will provide to each eligible unit member dental and vision coverage (employee only). Any funds remaining under the cap of \$8,500 may be applied towards a unit member's eligible dependent(s) medical, dental or vision coverage. In addition, the District will provide to its unit members an optional Section 125 plan.

Effective April 2022 payroll, the following paragraph replaces the paragraph above: The District shall contribute to each eligible unit member a maximum of ten-thousand dollars (\$10,000) for medical, dental and vision benefit contributions. Any funds remaining under the cap of \$10,000 may be applied towards a unit member's eligible dependent(s) medical, dental or vision coverage. In addition, the District will provide to its unit members an optional 125 Section plan.

The District agrees to request bid information each year in order to improve medical, dental, and vision coverage for subsequent years. This information will be shared with the benefit committee.

A. Medical

All eligible unit members shall be offered full medical coverage for themselves and their eligible dependents. Expenses for coverage exceeding the cap shall be paid by the unit member.

B. Dental/Vision

All eligible unit members shall be offered dental and vision coverage for themselves and their eligible dependents. Expenses for coverage exceeding the cap shall be paid by the unit member.

C. Life

All eligible unit members will be provided life insurance in the amount of fifty thousand dollars (\$50,000) which is not to be included in the cap.

D. Eligibility

1. Certificated unit members teaching on a full time assignment shall receive health insurance.
2. A unit member working less than full time shall, at his/her option, receive benefits with the District paying a prorated premium amount equal to the amount of time of the unit member's teaching assignment. If the unit member elects to receive such benefits, he/she shall pay the difference between the District's contribution and the total cost of benefits.
3. Article 18 Section F fully describes the eligibility for health and welfare benefits for part time members.
4. Article 19 Section E fully describes the eligibility for health and welfare benefits for job sharing members.

E. Unit Member Benefits During Leave of Absence

1. All benefits shall be provided and continued while unit members are on paid leave status.
2. Unit members on District approved, non-paid leaves of absence may elect to continue coverage for themselves (and dependents) by mailing the entire premium payment, required for coverage, made payable to the San Pasqual Union School District and submitted to the District office.

F. Cancellation

1. The unit member's (and dependents if covered) insurance coverage, shall be cancelled at the end of the current month for failure to fulfill the terms of the contracts for reasons including, but not limited to, the following:
  - a) Leaving the employment of the District
  - b) Failing to meet eligibility requirements
  - c) Failing to complete required payroll deduction forms
  - d) Failing to submit premium payments to District by deadline date
  - e) Expiration of leave and non-return to active duty

G. Payroll Deduction

Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for approved annuity programs, credit unions, Association membership, savings bonds, charitable donations, salary protection insurance, or health insurance premiums.

H. Duration of Benefits

1. Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such unit members shall be entitled to continued benefit coverage until October 1<sup>st</sup> of the ensuing school year or until covered by another plan whichever occurs first.
2. The District shall inform, in writing, all qualified unit members and/or beneficiaries of their right to continue benefit coverage under provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). The District shall continue to provide benefits coverage to all qualified beneficiaries during the 60-calendar-day election period.

I. Insurance Provisions Upon Retirement

1. Unit members having reached the minimum retirement age of fifty-five (55) years and accepting retirement benefits as provided under the Public Employees Retirement System or State Teachers Retirement System shall have extended to them group insurance benefits. Premiums for insurance benefits shall be paid by the retiree to the District to the in-force carrier, until such time as the retiree reaches age sixty-five (65) or becomes eligible for any other national or governmental agency coverage, including Medicare or its equivalent, whichever comes first.

2. In addition, if the dependents are covered at the time of retirement the retiring unit member shall have the option of having dependents included under this same coverage with the retiree making the premium payment for such dependent coverage. Following that date, no dependent coverage could be included or added without showing evidence of insurability. Coverage could be discontinued at the retiree's option at any subsequent date.
3. Payment for insurance premiums shall be remitted monthly to the District by the first of the month. If the district does not receive the payment by the 15<sup>th</sup> of the month the District reserves the right to terminate the insurance benefits.
4. Any change in current insurance contract arrangements shall be offered to retiree.



## ARTICLE 21

### SALARY

#### A. WAGES

1. The salary schedule and salary schedule index are set forth in Appendix A.
  - a) For the 2020-21 school year, there shall be a one-time off-schedule payment of \$1,000 (prorated for part-time certificated unit members)
  - b) For the 2021-22 school year, the salary schedule shall be increased by 5%. This increase is to be retroactive to July 1, 2021.
  - c) For the 2022-23 school year, the salary schedule shall be increased by 2%. Negotiations are closed until the 2023-24 school year, superseding Negotiating Procedures set forth in Article 7, section A.
2. The effective date for the salary schedule shall be the start of the fiscal year unless otherwise negotiated.
3. The payroll period shall be defined as monthly commencing the first day of each calendar month for the school year. Salary payments shall be made not later than the last day of the payroll period provided the district office is open.
4. Regular salary shall be payable in ten or twelve (10/12) installments.
5. Salary Placement and Advancement:
  - a) The minimum requirement for placement in Column I of the schedule is the possession of an appropriate California Teaching or Services Credential and a Bachelor's Degree.
  - b) The minimum requirements for initial placement or advancement to Column II are possession of a Teaching Credential plus thirty (30) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university and an appropriate California Teaching or Services Credential. Semester credits must meet the criteria set forth in Section 6.
  - c) The minimum requirements for initial placement or advancement to Column III are possession of an appropriate California Teaching or Services Credential and an earned Bachelor's Degree plus forty-five (45) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university. Semester credits must meet the criteria set forth in Section 6.
  - d) The minimum requirements for initial placement or advancement to Column IV are possession of an appropriate California Teaching or Services Credential and an earned Bachelor's Degree plus sixty (60) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally accredited college or university or an earned Master's Degree or Doctorate Degree. Semester credits must meet the criteria set forth in Section 6.

- e) The minimum requirements for initial placement or advancement to Column V are possession of an appropriate California Teaching or Services Credential and an earned Bachelor's Degree plus seventy-five (75) or more upper division or graduate semester credits earned subsequent to the Bachelor's Degree from a regionally Degree or a Doctorate Degree. Semester credits must meet the criteria set forth in Section 6.
- f) In addition to appropriate placement on the salary schedule, if the following positions are authorized by the Superintendent/designee, the following maximum annual compensation may be granted for special qualifications and/or duties beyond the normal work day:
  - 1. Associated Student Body (ASB) Advisor - \$1000 or additional preparation time (at the discretion of the Superintendent/designee)
  - 2. Visual and Performing Arts (VAPA) Coordinator - \$1000 or additional preparation time (at the discretion of the Superintendent/designee)
  - 3. BTSA Consulting Teacher(s) - \$1000 for each supported teacher
  - 4. School Improvement Committee member - \$1000 for each member up to 5 committee members.
- 6. Prior to enrolling in upper division college courses for consideration of horizontal movement on the salary schedule a unit member will seek approval from the Superintendent or his/her designee regarding the acceptability of such units. The Superintendent or his/her designee may approve other courses that would serve the best interests of the District's educational programs.
- 7. Applications for horizontal movement for the ensuing year shall be in writing on a form provided by the district and submitted by March 15 of the current year. By September 15 unit members shall furnish the district with transcripts or, until transcripts are available, a grade report that shows course work was successfully completed thereby justifying horizontal movement and interim placement. Evidence of course completion submitted after September 15 will not result in horizontal movement until the following year.
- 8. Step Placement/Advancement
  - a) New unit members with teaching experience in public schools or accredited colleges and/or universities while holding a valid public teaching credential in the United States, shall be granted one (1) step for every year's experience up to and including maximum placement on Step 7. Effective January 1, 2018, at the discretion of the Superintendent/designee, an additional three (3) years experience (maximum Step 10) may be granted for "hard to fill" credentialed positions.
  - b) The District may grant credit for six (6) years of teaching in foreign and/or private schools. The prior teaching experience shall have taken place at an accredited institution and the unit member shall have possessed a valid public teaching credential in the United States at the time of the prior service.

- c) The service requirement for advancing one step on the salary schedule shall be in accordance with the statutory definition of one (1) year's full time regular contract service or the equivalent of one (1) year's full time regular contract service in a certificated position within the District.

B. Payment for Extra Assignments or Duty

1. a) Unit members performing extra duty assignments making use of their professional expertise, such as after school instruction, directed student instruction (i.e., ESY, Home Hospital, etc.), district curriculum development and delivering district in-service training shall be paid, with prior approval from the District, at their pro-rated hourly rate of pay.  
b) Unit members attending activities or in-services provided for the professional development of unit members outside the contractual workday or performing duties not making use of their professional expertise may be paid, with prior approval from the District, at the hourly rate for Column 1, Step 6, from the current salary schedule.  
c) The District shall make known to Unit Members all opportunities for paid extra duty assignments. When two or more unit members apply for and are qualified for the opportunity, the following criteria shall be considered in selecting the individual to participate in the extra duty assignment:
  - 1) Teaching assignment requirements.
  - 2) Special qualifications, including personal skills and abilities of the staff member compared with the skills and abilities possessed by other candidates which are in particular demand for the extra duty assignment.
  - 3) Experience and recent training of the staff member compared to other candidates for the extra duty assignment.
  - 4) The best interests of the District's educational programs.
  - 5) If the above factors are, for all intent, equal between two or more candidates, the extra duty assignment will be filled by lottery.
- d) Any activity offered by the District outside the contractual day, including summer, with or without pay, shall be strictly voluntary.

Payment for extra assignments or duty shall not be subject to retro pay calculation.

## ARTICLE 22

### CONTRACT PROVISIONS

A. Savings Provisions

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

B. Support of Agreement

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the District and the Association will support this Agreement for its term.

C. Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures and over State Laws to the extent permitted by State Law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary. Any individual contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

## ARTICLE 23

### ORGANIZATIONAL MEMBERSHIP

- A. Any unit member who is a member of the SPETA/CTA/NEA, or who applies for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Upon receiving notice from the Association of such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member for ten (10) months.
- B. With respect to all sums deducted by the District pursuant to Sections A, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made.
- C. Deductions for unit members who are employed after the commencement of any school year shall be prorated.
- D. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- E. This Article is entered into, and is intended to be in compliance with, Education Code sections 45060-61. As a condition of this Article, the SPETA/CTA/NEA agrees to indemnify and hold harmless the District, the Board of Education, each individual Board member, and all administrators in the District, against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and direct costs, including all court or administrative agency costs that may be sustained out of, or by reason or action taken by the District for the purposes of complying with the provisions of this Article. The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defined, tried, or appealed. The Association shall have the sole responsibility to enforce the provisions of this Article.

**ARTICLE 24**  
**MISCELLANEOUS**

A. Preparation and Distribution of Contract

Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall have prepared sufficient copies of the Agreement and will provide a copy to each bargaining unit member.

B. Application of Agreement

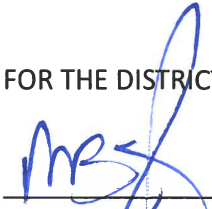
The provisions of this Agreement shall not be interpreted or applied in a manner, which is arbitrary, capricious, or discriminatory. Rules, which are designed to implement this Agreement, shall be uniform in application and effect.

C. Unit Member Resignation

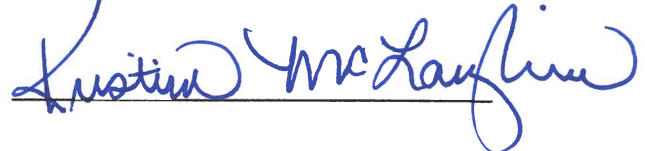
A unit member's notification to the Superintendent/Designee that he/she intends to resign shall remain revocable until such time as the Superintendent/Designee accepts such notification via written notice (including email) to the unit member.

**OFFICIAL SIGNATURES**

FOR THE DISTRICT:

  
\_\_\_\_\_  
Date: 3.17.22

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Date: 3.17.22

SAN PASQUAL UNION SCHOOL DISTRICT

2022-23

APPENDIX A

CERTIFICATED SALARY SCHEDULE

185 DAYS/ 10 MONTHS

2.0% Effective 07.01.22

Req Cred	B.A.+0-29 10 Months 185 Days	B.A. + 30 10 Months 185 Days	B.A. + 45 10 Months 185 Days	B.A. + 60 10 Months 185 Days or M.A. or Phd.	B.A.+ 75 10 Months 185 Days Including M.A.or Phd.
STEP	COLUMN I MONTHLY PER DIEM HOURLY	COLUMN II MONTHLY PER DIEM HOURLY	COLUMN III MONTHLY PER DIEM HOURLY	COLUMN IV MONTHLY PER DIEM HOURLY	COLUMN V MONTHLY PER DIEM HOURLY
1	\$53,955.25 \$5,395.52 \$291.65 \$38.89	\$53,964.76 \$5,396.48 \$291.70 \$38.89	\$53,972.71 \$5,397.27 \$291.74 \$38.90	\$53,979.05 \$5,397.91 \$291.78 \$38.90	\$55,598.44 \$5,559.84 \$300.53 \$40.07
2	\$53,956.83 \$5,395.68 \$291.66 \$38.89	\$54,283.77 \$5,428.38 \$293.43 \$39.12	\$54,609.08 \$5,460.91 \$295.18 \$39.36	\$55,300.98 \$5,530.10 \$298.92 \$39.86	\$56,960.00 \$5,696.00 \$307.89 \$41.05
3	\$53,958.44 \$5,395.84 \$291.67 \$38.89	\$54,602.74 \$5,460.27 \$295.15 \$39.35	\$55,300.98 \$5,530.10 \$298.92 \$39.86	\$57,605.17 \$5,760.52 \$311.38 \$41.52	\$59,333.30 \$5,933.33 \$320.72 \$42.76
4	\$53,960.00 \$5,396.00 \$291.68 \$38.89	\$55,300.98 \$5,530.10 \$298.92 \$39.86	\$57,605.17 \$5,760.52 \$311.38 \$41.52	\$59,909.37 \$5,990.94 \$323.83 \$43.18	\$61,706.67 \$6,170.67 \$333.55 \$44.47
5	\$55,300.98 \$5,530.10 \$298.92 \$39.86	\$57,605.17 \$5,760.52 \$311.38 \$41.52	\$59,909.37 \$5,990.94 \$323.83 \$43.18	\$62,213.57 \$6,221.36 \$336.29 \$44.84	\$64,079.99 \$6,408.00 \$346.38 \$46.18
6	\$57,605.17 \$5,760.52 \$311.38 \$41.52	\$59,909.37 \$5,990.94 \$323.83 \$43.18	\$62,213.57 \$6,221.36 \$336.29 \$44.84	\$64,517.81 \$6,451.78 \$348.74 \$46.50	\$66,453.34 \$6,645.33 \$359.21 \$47.89
7	\$59,909.37 \$5,990.94 \$323.83 \$43.18	\$62,213.57 \$6,221.36 \$336.29 \$44.84	\$64,517.81 \$6,451.78 \$348.74 \$46.50	\$66,822.00 \$6,682.20 \$361.20 \$48.16	\$68,826.67 \$6,882.67 \$372.04 \$49.60
8		\$64,517.81 \$6,451.78 \$348.74 \$46.50	\$66,822.00 \$6,682.20 \$361.20 \$48.16	\$69,126.21 \$6,912.62 \$373.66 \$49.82	\$71,200.01 \$7,120.00 \$384.86 \$51.32
9		\$66,822.00 \$6,682.20 \$361.20 \$48.16	\$69,126.21 \$6,912.62 \$373.66 \$49.82	\$71,430.41 \$7,143.04 \$386.11 \$51.48	\$73,573.32 \$7,357.33 \$397.69 \$53.03
10		\$69,126.21 \$6,912.62 \$373.66 \$49.82	\$72,030.56 \$7,203.06 \$389.35 \$51.91	\$74,334.76 \$7,433.48 \$401.81 \$53.57	\$76,564.83 \$7,656.48 \$413.86 \$55.18
11		\$71,430.41 \$7,143.04 \$386.11 \$51.48	\$74,434.81 \$7,443.48 \$402.35 \$53.65	\$76,739.00 \$7,673.90 \$414.81 \$55.31	\$79,041.17 \$7,904.12 \$427.25 \$56.97
12		\$73,734.62 \$7,373.46 \$398.57 \$53.14	\$76,839.04 \$7,683.90 \$415.35 \$55.38	\$79,143.24 \$7,914.32 \$427.80 \$57.04	\$81,517.52 \$8,151.75 \$440.64 \$58.75
13			\$78,091.15 \$7,809.11 \$422.11 \$56.28	\$80,395.38 \$8,039.54 \$434.57 \$57.94	\$82,807.26 \$8,280.73 \$447.61 \$59.68
14			\$79,343.29 \$7,934.33 \$428.88 \$57.18	\$81,647.49 \$8,164.75 \$441.34 \$58.85	\$84,096.92 \$8,409.69 \$454.58 \$60.61
15			\$80,595.45 \$8,059.55 \$435.65 \$58.09	\$82,899.63 \$8,289.96 \$448.11 \$59.75	\$85,386.62 \$8,538.66 \$461.55 \$61.54



SAN PASQUAL UNION SCHOOL DISTRICT  
2022-23  
CERTIFICATED SALARY SCHEDULE

16					\$81,847.54	\$8,184.75	\$84,151.80	\$8,415.18	\$86,676.31	\$8,667.63
						\$442.42		\$454.87		\$468.52
						\$58.99		\$60.65		\$62.47
17					\$83,099.70	\$8,309.97	\$85,403.88	\$8,540.39	\$87,965.98	\$8,796.60
						\$449.19		\$461.64		\$475.49
						\$59.89		\$61.55		\$63.40
18					\$84,351.83	\$8,435.18	\$86,656.03	\$8,665.60	\$89,255.71	\$8,925.57
						\$455.96		\$468.41		\$482.46
						\$60.79		\$62.45		\$64.33
19					\$85,603.92	\$8,560.39	\$87,908.16	\$8,790.82	\$90,545.40	\$9,054.54
						\$462.72		\$475.18		\$489.43
						\$61.70		\$63.36		\$65.26
20					\$86,856.08	\$8,685.61	\$89,311.08	\$8,931.11	\$91,990.38	\$9,199.04
						\$469.49		\$482.76		\$497.25
						\$62.60		\$64.37		\$66.30
21					\$88,108.20	\$8,810.82	\$92,260.44	\$9,226.04	\$95,028.27	\$9,502.83
						\$476.26		\$498.71		\$513.67
						\$63.50		\$66.49		\$68.49
22					\$89,360.32	\$8,936.03	\$95,255.90	\$9,525.59	\$98,113.61	\$9,811.36
						\$483.03		\$514.90		\$530.34
						\$64.40		\$68.65		\$70.71
23					\$90,612.44	\$9,061.24	\$98,297.47	\$9,829.75	\$101,246.37	\$10,124.64
						\$489.80		\$531.34		\$547.28
						\$65.31		\$70.85		\$72.97
24					\$91,864.59	\$9,186.46	\$101,385.08	\$10,138.51	\$104,426.64	\$10,442.66
						\$496.57		\$548.03		\$564.47
						\$66.21		\$73.07		\$75.26
25							\$104,492.58	\$10,449.26	\$107,627.35	\$10,762.74
								\$564.82		\$581.77
								\$75.31		\$77.57

All units taken for salary advancement purposes must be reviewed by Superintendent.

NOTE: All units referred to are SEMESTER units.

## 2022-23 San Pasqual Union School District Calendar

### San Pasqual Union School District Calendar

2022 to 2023

Board Approved: 11-9-2021

Jul 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Student Days:180  
Teacher Days 185

Aug 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			#12

8/10 New Teachers 8/11 All Teachers  
8/12,15 Staff PD 8/16 First Day of School

Sep 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						#21

9/5 Labor Day

Oct 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					#20

10/7 T1 Progress Report 10/31 Staff PD  
10/10-10/14 Parent Teacher Conferences

Nov 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			#16

11/11 Veterans Day 11/18 End of T1 min day  
11/21-11/25 Thanksgiving Break 11/25 Local Holiday

Dec 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						#15

12/22-1/9 Winter Break  
12/23 & 12/30 Local

Jan 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				#15

12/22-1/9 Winter Break 1/16 MLK Jr.  
1/20 T2 Progress Report

Feb 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				#18

2/17 & 2/20- Presidents Day  
2/24 End of T2 min day

Mar 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	#21

3/30-4/10 - Spring Break

Apr 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						#14

3/30-4/10 - Spring Break 4/7 Local Holiday  
4/14 T3 Progress Report

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			#22

5/29 - Memorial Day

Jun 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
						#6

6/8 Last student Day & Promotion  
6/9 Teachers last Day

New Teacher Start	Teacher Start/End	Staff PD - Non Student Day	Student Start/End 1:30 Release Time	Minimum Days 1:30 Release Time	Legal Holiday Local Holiday
-------------------	-------------------	-------------------------------	--	-----------------------------------	--------------------------------

Holidays 2022/2023			
July 4 - Independence Day	Nov 24 & 25 - Thanksgiving	Jan 16 - Martin Luther King Day	May 29 - Memorial Day
Sept 5 - Labor Day	Dec 23 & 26 - Christmas Day	Feb 17 & 20 - Presidents Day	
Nov 11 - Veterans Day	Jan 2 - New Year's Day	April 7 - Local Holiday	

SAN PASQUAL ELEMENTARY TEACHERS ASSOCIATION/CTA/NEA  
and SAN PASQUAL UNION SCHOOL DISTRICT  
GRIEVANCE FORM

Grievant Name \_\_\_\_\_  
(Please print or type)

**Level One:** Date of Informal Conference: \_\_\_\_\_  
Date of Response of Informal Conference \_\_\_\_\_

**Level Two:**

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

Specific contract violation(s) alleged (cite Article and Section): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of Grievance and specifically how contract has been violated (additional sheets may be attached):

\_\_\_\_\_  
\_\_\_\_\_

Remedy Requested (must be specific): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Signature

District Response (additional sheets may be attached): \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Signature

**Level Three:**

Date Grievant requested Association submit grievance to mediation: \_\_\_\_\_

Date Association notified District of its intent to submit grievance to mediation \_\_\_\_\_

**Level Four:**

Date Grievant requested Association submit grievance to arbitration: \_\_\_\_\_

Date Association notified District of its intent to submit grievance to arbitration: \_\_\_\_\_

SAN PASQUAL UNION ELEMENTARY SCHOOL  
*Complaint Form*

Date: \_\_\_\_\_  
Employee Name: \_\_\_\_\_  
Name of Complainant: \_\_\_\_\_

Description of the Complaint:

---

---

---

---

---

Administrator/Employee Conference Date: \_\_\_\_\_  
Conference Notes:

---

---

---

---

---

Resolution:

---

---

---

---

Disciplinary Action Taken:

---

---

---

---

Copy of Complaint Attached: \_\_\_\_\_  
Unit Member Response: \_\_\_\_\_  
CC: Personnel File \_\_\_\_\_

---

# San Pasqual Union

## “Certificated Evaluation Program”

### “CEP”

## PROFESSIONAL DEVELOPMENT PLAN - PHILOSOPHY

At the core of the San Pasqual Union School District (SPUSD) Professional Development Plan, is collaboration between the teacher and the administrator, with the ultimate goal being improved student performance, improved teaching practice, and professional growth of teachers. Professional growth is essential to improving student achievement. Evaluation of teaching practice is interconnected with professional growth.

In support of improving student achievement, the California Department of Education and the California Commission on Teacher Credentialing developed the California Standards for the Teaching Profession (CSTP). The CSTP are designed to guide teachers as they define and develop their teaching practice. The SPUSD Professional Development Plan is intended to aid teachers in their professional growth, using the CSTP as guidelines.

In recognition of teachers, and in response to their individual needs, the SPUSD Professional Development Plan is designed to support, encourage, and evaluate the success of teachers who have received overall ratings of “satisfactory” on prior teacher evaluations, and to provide non-tenured teachers and teachers on Assistance Plans with the additional guidance and support they deserve, as they progress in developing their teaching practice. In all cases, teachers and evaluators collaborate to establish a Professional Development Plan (PDP) that meets the individual needs of the teacher.

Observations and classroom visitations allow administrators to observe the activities taking place in support of student achievement. In addition, observations ensure that teachers will have many opportunities to demonstrate their development toward aligning their teaching practice with the CSTP.

The philosophy embodied in the SPUSD Professional Development Plan is that collaboration between teachers and their evaluators will improve teacher performance and stimulate professional growth. The result will be improved student achievement and greater success for everyone in our school community. The process will be meaningful and beneficial to the interest of students, teachers and administrators.

All certificated employees are to use this system, with all its elements. Those whom they support are to be considered their “students.”

## CLASSROOM VISITATIONS AND OBSERVATIONS

**Classroom Visitation:** The purpose of these visitations is to provide opportunities for the Certificated Unit Member and Administration to reflect on the professional growth process. Administration makes frequent classroom visitations related to the progress of Certificated Unit Member's CEP and the CSTP. Classroom visitation may or may not include written or verbal feedback from the Administration; however, the Certificated Unit Member may initiate a follow-up conversation if desired.

**Observations:** Observations require a minimum of 20 minutes and a post-observation conference. Certificated Unit Members receive a minimum of two observations, the first of which must be prior to January 31st and the second prior to May 1st. Although best practice is for every observation to be preceded by a pre-conference, it is up to the discretion of Administration to hold a pre-conference. Administration may make an unscheduled observation at any time. The above-mentioned dates may be extended by mutual agreement between the Association and Administration.

An observation must precede issuance of all Assistance Plans. Either Administration or Certificated Unit Member may initiate a classroom visitation or observation.

### **PURPOSE**

Observations and classroom visitations serve to allow administrators to observe the activities taking place in support of student achievement. In addition, observations ensure that teachers will have many opportunities to demonstrate their development toward aligning their teaching practice with the CSTP.

### **RATIONALE**

The CEP is designed to encourage frequent classroom visitations. Observation and input for the specific purpose of supporting teacher improvement helps to overcome the isolation and uncertainty that characterizes a great deal of teaching

## **SUMMATIVE EVALUATION**

Prior to 30 days before the end of school, Administration prepares the Summative Evaluation. Using all data collected from classroom visitations, written reflections, and other sources of data, Administration and Certificated Unit Member discuss progress and various evidence.

The Summative Evaluation is reviewed and signed during this conference. When agreement cannot be reached, Administration maintains final responsibility for evaluation. The Certificated Unit Member may submit a written response to the evaluation. Any such response is attached to the Summative Evaluation prior to placement in Certificated Unit Member's personnel file. If there are areas of concern, Certificated Unit Members are notified in the Summative Evaluation and an Assistance Plan may be developed with the Certificated Unit Member.



# ASSISTANCE PLANS

## SAN PASQUAL UNION SCHOOL DISTRICT PROFESSIONAL DEVELOPMENT PLAN EVALUATOR'S REQUEST FOR ADDITIONAL INFORMATION

Note: Evaluatees are accountable for implementing each of the CSTP  
in their daily practice.

Teacher:

Assignment:

School Year:

Step One: Evaluator identifies specific CSTP and element(s)

Step Two: Evaluator describes concern (what has or needs to be observed, samples of student work, data, etc.).

Step Three: Evaluator describes specific expectations to be met by teacher to alleviate concerns described in step two (ex: timelines, observation, opportunities, lesson plans, student work, etc.)

\_\_\_\_\_

Evaluatee Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Evaluator Signature

\_\_\_\_\_

Date

Step Four: Teacher response to specific expectations.

Step Five: Summary of evaluator's assessment of teacher response and next steps.

Assistance Plan: \_\_\_Yes \_\_\_No Other Attachments: \_\_\_Yes \_\_\_No Written response: \_\_\_Yes \_\_\_No

\_\_\_\_\_

Evaluatee

\_\_\_\_\_

Date

\_\_\_\_\_

Evaluator

\_\_\_\_\_

Date

**Assistance Plans are written plans, with timelines, to help employees who voluntarily request assistance, or for whom remediation is recommended by their evaluator. Employee Assistance Plans will not be required in instances of egregious behavior by employees or when notices of unprofessional conduct have been issued. (Master Contract, Article 16.A.5)**

- An evaluator may write an Assistance Plan for an evaluatee any time there is a concern with their performance, including those not “on-year.”
- Assigning an Assistance Plan does not automatically put one “on-year.”
- All Assistance Plans must be preceded by and concluded with an observation. In the case of an unscheduled observation, a pre-conference is not required.
- **When does an Assistance Plan come into effect?**
  - ✓ **Voluntary. Request by Certificated Unit Member**
  - ✓ **Unsatisfactory Evaluation. If an “on-year” Certificated Unit Member receives two (2) consecutive years with an overall rating of “Emerging or “Exploring”, the evaluator must write an Assistance Plan. If any areas of the Certificated Unit Member’s Summative Evaluation are marked “Emerging or Exploring”, a Performance Evaluation Addendum-Assistance Plan must be completed and attached to the Summative Evaluation.**
  - ✓ **Performance concerns outside the evaluation process.**
- **An Assistance Plan is terminated when a Certificated Unit Member successfully completes all the goals of the plan.**
  - ✓ Administration terminates an Assistance Plan by writing a memo to file explicitly stating the plan has been successfully completed and is terminated. All Assistance Plans and terminating “memos to file” will be copied to Certificated Unit Member’s personnel files.

**San Pasqual Union School District  
Certificated Employee Performance Evaluation Addendum  
Assistance Plan**

<b>Specific deficiencies: [Identify CSTP and element(s)]</b>
<b>Detailed outline of assistance:</b>
<b>Specific expectations:</b>
<b>Date(s) by which deficiencies must be corrected:</b>
<b>Timelines for reassessment:</b>
<b>Method for reassessment:</b>

An opportunity has been given for review and discussion by Certificated Unit Member.

\_\_\_\_\_  
Unit Member                      Date

\_\_\_\_\_  
Administration                      Date

**SAN PASQUAL UNION SCHOOL DISTRICT  
CERTIFICATED PROFESSIONAL EVALUATION**

Teacher Name: \_\_\_\_\_ Status:  Temporary  Probationary  Permanent

Assignment: \_\_\_\_\_ School Year: \_\_\_\_\_

<b>CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION</b>	<b>EMERGING</b>	<b>EXPLORING</b>	<b>APPLYING</b>	<b>INTEGRATING</b>	<b>INNOVATING</b>
<b>Standard 1:</b> Engaging and Supporting all Students in Learning <i>(notes/comments)</i>					
<b>Standard 2:</b> Creating and Maintaining Effective Environments for Student Learning <i>(notes/comments)</i>					
<b>Standard 3:</b> Understanding and Organizing Subject Matter for Student Learning <i>(notes/comments)</i>					
<b>Standard 4:</b> Planning Instruction and Designing Learning Experiences for All Students <i>(notes/comments)</i>					
<b>Standard 5:</b> Assessing Students for Learning <i>(notes/comments)</i>					
<b>Standard 6:</b> Developing as a Professional Educator <i>(notes/comments)</i>					

**San Pasqual Union School District**

<b>DISTRICT EXPECTATIONS</b>	
<b>1 – Communicates effectively with parents.</b>	
Comments:	
<b>2 – Demonstrate responsibility in supervision of students.</b>	
Comments:	
<b>3 – Demonstrates responsibility in reports.</b>	
Comments:	
<b>4 – Demonstrates responsibility in duties.</b>	
Comments:	
<b>5 – Demonstrates responsibility in meetings.</b>	
Comments:	
<b>6 – Is punctual.</b>	
Comments:	
<b>7 – Maintains good attendance.</b>	
Comments:	
<b>8 – Participates in school related activities.</b>	
Comments:	

**Formal Observation Dates:** \_\_\_\_\_

**Observation Length:** \_\_\_\_\_

**Date of Conference:** \_\_\_\_\_

**OVERALL EVALUATION:** \_\_\_\_\_ **Refer to Employee Assistance Plan? Yes No**

<b>Evaluator Comments/Recommendations:</b>
<b>Employee Comments:</b>

*Your signature below only acknowledges that you have received and reviewed your evaluation with your supervisor; it does not imply that you agree with the evaluation.*

\_\_\_\_\_  
 Evaluator’s Signature                      Date                      Employee’s Signature                      Date

**San Pasqual Union School District**  
**OVERALL TEACHER EVALUATION RATINGS**

**Emerging:**

Certificated teachers receiving “Emerging” ratings in two (2) or more on the CSTP (1-6), shall be rated as “Emerging” overall.

**Exploring:**

Certificated teachers receiving one (1) rating of “Emerging” and/or receiving two (2) or more “Exploring” ratings for CSTP (1-6), shall be rated as “Exploring Standards” overall.

**Applying:**

Certificated teachers receiving one (1) “Exploring” rating and/or two (2) or more “Applying” ratings with no marks below “Exploring” on the CSTP (1-6) shall be rated a “Applying Standards” overall.

**Integrating:**

Certificated teachers receiving one (1) “Applying” rating and/or two (2) or more “Integrating” ratings with no marks below “Applying” on the CSTP (1-6) with no marks below “Applying” on the CSTP (1-6) with no marks below “Integrating”, shall be rated as “Innovating” overall.

**Innovating:**

Certificated teachers receiving five (5) or more “Innovating” on the CSTP (1-6) with no marks below “Integrating” shall be rated as “Innovating” overall.

## Levels of Teacher Development Across the California Standards of Teaching Practice (CSTP)

CSTP	Emerging Level 1	Exploring Level 2	Applying Level 3	Integrating Level 4	Innovating Level 5
<b><i>Engaging and Supporting All Students In Learning</i></b>	Expands awareness of curriculum and instructional practices to support understanding and engage students in learning.	Explores use of additional instructional practices to teach the curriculum and support student understanding and engagement.	Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve student understanding and engagement.	Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement.	Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promote high levels of student understanding and engagement.
<b><i>Creating and Maintaining Effective Environments for Student Learning</i></b>	Recognizes the importance of building a positive learning environment that is focused on achievement.	Guides the development of a respectful learning environment focused on achievement.	Maintains a respectful and supportive learning environment in which all students can achieve.	Provides a respectful and rigorous learning environment that supports and challenges all students to achieve.	Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement.
<b><i>Understanding and Organizing Subject Matter for Student Learning</i></b>	Demonstrates knowledge of teaching as discrete skills as described in the <i>California Standards for Teaching Professionals (CSTP)</i> .	Expands knowledge of related elements of effective instruction, learning goals, assessments, and content as informed by the <i>CSTP</i> .	Utilizes knowledge of <i>CSTP</i> to make connections between elements of effective instruction, learning goals, assessments, and content standards.	Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments, and content across the <i>CSTP</i> .	Applies in depth knowledge of the <i>CSTP</i> to interconnect effective instruction, learning goals, and assessment within and across content areas.
<b><i>Planning Instruction and Designing Learning Experiences for All Students.</i></b>	Plans lessons using available curriculum and resources.	Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments.	Plans differentiated instruction using a variety of adjustments and adaptations in lessons.	Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments.	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments.
<b><i>Assessing Students for Learning</i></b>	Develops understanding of required assessments and uses of data to inform student progress.	Explores the use of different types of assessments to expand understanding of student learning needs and support planning.	Utilizes a variety of assessments that provide targeted data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Develops, adapts, and integrate assessments into instruction that provide ongoing data to guide planning differentiated instruction matched to assessed needs of students.	Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning.
<b><i>Developing as a Professional Educator</i></b>	Works collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.	Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practice and student success.	Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Analyzes and integrates information from a wide range of sources to expand skills of collaboration and reflection as a habit of practice and to impact teacher effectiveness and student learning.	Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students.

## Standard 1 CSTP: Engaging and Supporting All Students in Learning

*Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment?*

Element	Emerging	Exploring	Applying	Integrating	Innovating
<b>1.1 Using knowledge of students to engage them in learning.</b>	<p>Learns about students through data provided by the school and/or through district assessments.</p> <p>Some students may engage in learning using instructional strategies focused on the class as a whole.</p>	<p>Gathers additional data to learn about individual students.</p> <p>Students engage in single lessons or sequence of lessons that include some adjustments based on assessments.</p>	<p>Uses data from a variety of formal and informal sources to learn about students and guide selection of instructional strategies to meet diverse learning needs.</p> <p>Students engage in learning through the use of adjustments in instruction to meet their needs.</p>	<p>Uses data from multiple sources to make adjustments to instruction and meet individual identified learning needs.</p> <p>Students actively utilize a variety of instructional strategies and technologies in learning that ensure equitable access to the curriculum.</p>	<p>Uses comprehensive knowledge of students to make ongoing adjustments and accommodations in instruction.</p> <p>Students take ownership of their learning by choosing from a wide range of methods to further their learning that are responsive to their diverse learning needs.</p>
<b>1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.</b>	<p>Develops awareness of prior knowledge, culture, backgrounds, life experience, and interests represented among students.</p> <p>Some students connect learning activities to their own lives.</p>	<p>Uses gathered information about students' prior knowledge, cultural backgrounds, life experiences, and interests to support student learning.</p> <p>Students participate in single lessons or sequence of lessons related to their interests and experiences.</p>	<p>Uses school resources and family contacts to expand understanding of students' prior knowledge, cultural backgrounds, life experiences, and interests to connect to student learning.</p> <p>Students make connections between curriculum and their prior knowledge, backgrounds, life experiences, and interests.</p>	<p>Integrates broad knowledge of students' cultural backgrounds, prior knowledge, life experiences, and interests to inform instruction</p> <p>Students are actively engaged in curriculum which relates their prior knowledge, experiences, and interests within and across learning activities.</p>	<p>Uses extensive information regarding students and their communities systematically and flexibility throughout instruction.</p> <p>Students can articulate the relevance and impact of lessons on their lives and society.</p>
<b>1.3 Connecting subject matter to meaningful, real-life contexts.</b>	<p>Uses real-life connections during instruction as identified in curriculum.</p> <p>Some students relate subject matter to real-life.</p>	<p>Explores using additional real-life connections to subject matter in single lessons or sequence of lessons to support student understanding.</p> <p>Students make use of real-life connections provided in single lessons or sequence of lessons to support</p>	<p>Includes connections from subject matter to meaningful, real-life contexts, including those specific to students' family and community.</p> <p>Students utilize real-life connections regularly to develop understandings of</p>	<p>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.</p> <p>Students actively engage in making and using real-life connections to subject</p>	<p>Engages students in actively making connections to relevant, meaningful, and real-life context throughout subject matter instruction.</p> <p>Students routinely integrate subject matter into their own thinking and</p>



		understanding of subject matter.	subject matter.	matter to extend their understanding.	make relevant applications of subject matter during learning activities.
<b>1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.</b>	<p>Uses instructional strategies, resources, and technologies as provided by school and/or district.</p> <p>Some students participate in instructional strategies, using resources and technologies provided.</p>	<p>Explores additional instructional strategies, resources, and technologies in single lessons or sequence of lessons to meet students' diverse learning needs.</p> <p>Students participate in single lessons or sequence of lessons related to their interests and experiences.</p>	<p>Utilizes a variety of strategies including culturally responsive pedagogy, resources, and technologies during ongoing instruction to meet students' diverse learning needs.</p> <p>Students participate in instruction using strategies, resources, and technologies matched to their learning needs.</p>	<p>Creates, adapts, and integrates a broad range of strategies, resources, and technologies into instruction designed to meet students' diverse learning needs.</p> <p>Students actively engage in instruction and make use of a variety of targeted strategies, resources, and technologies to meet their individual learning needs.</p>	<p>Refines the flexible use of an extensive repertoire of strategies resources, and technologies to meet students' diverse learning needs.</p> <p>Students take responsibility for using a wide range of strategies, resources, and technologies that successfully advance their learning.</p>
<b>1.5 Promoting critical thinking through inquiry, problem solving, and reflection.</b>	<p>Asks questions that focus on factual knowledge and comprehension.</p> <p>Some students respond to questions regarding facts and comprehension.</p>	<p>Includes questions in single lessons or a sequence of lessons that require students to recall, interpret, and think critically.</p> <p>Students respond to varied questions or tasks designed to promote comprehension and critical thinking in single lessons or sequence of lessons.</p>	<p>Guide students to think critically through use of questioning strategies, posing/solving problems, and reflection on issues in content.</p> <p>Students respond to questions and problems posed by the teacher and begin to pose and solve problems of their own related to the content.</p>	<p>Supports students to initiate critical thinking through independently developing questions, posing problems and reflecting on multiple perspectives.</p> <p>Students pose problems and construct questions of their own to support inquiries into content.</p>	<p>Facilitates systematic opportunities for students to apply critical thinking by designing structured inquiries into complex problems.</p> <p>Students pose and answer a wide-range of complex questions and problems, reflect, and communicate understandings based on in depth analysis of content learning.</p>
<b>1.6 Monitoring student learning and adjusting instruction while teaching.</b>	<p>Implements lessons following curriculum guidelines.</p> <p>Some students receive individual assistance during instruction.</p>	<p>Seeks to clarify instructions and learning activities to support student understanding.</p> <p>Students receive assistance individually or in small groups during instruction.</p>	<p>Makes adjustments to instruction based on observation of student engagement and regular checks for understanding.</p> <p>Students successfully participate and stay engaged in learning activities.</p>	<p>Adjusts strategies during instruction based on the ongoing monitoring of individual student needs for assistance, support, or challenge.</p> <p>Students are able to articulate their level of understanding and use teacher guidance to meet their needs during instruction.</p>	<p>Makes adjustments to extend learning opportunities and provide assistance to students in mastering the content flexibly and effectively.</p> <p>Students monitor their progress in learning and provide information to teacher that informs adjustments to instruction.</p>

*Continuum of Teaching Practice – Developed in collaboration with the CCTC, CDE and New Teacher Center, Revised June 2012*

## Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

*Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment?*

Element	Emerging	Exploring	Applying	Integrating	Innovating
<p><b>2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.</b></p>	<p>Models and communicates expectations for fair and respectful behavior to support social development.</p> <p>Some students share in responsibility for the classroom community.</p>	<p>Models fair and respectful behavior. Demonstrates commitment to fairness and respect in communications with students about language and behavior.</p> <p>Seeks to understand cultural perceptions of caring community.</p> <p>Students participate in occasional community building activities designed to promote caring, fairness, and respect.</p>	<p>Reinforces positive, responsible, and respectful student interactions. Assists students to resolve conflicts.</p> <p>Incorporates cultural awareness to develop a positive classroom climate.</p> <p>Students demonstrate efforts to be positive, accepting, and respectful of differences.</p>	<p>Develops shared responsibility with students for resolving conflict and creating and maintaining a caring classroom community.</p> <p>Supports students in taking leadership in developing a caring community that is responsive to the diverse cultural norms of identities of all students.</p> <p>Students take responsibility resolving conflicts and maintaining a caring classroom community. Students promote respect and appreciation for differences.</p>	<p>Facilitates student self-reflection and ongoing improvement of the caring community based on respect, fairness, and the value of all members.</p> <p>Students take leadership in resolving conflict and creating a fair and respectful classroom community where student's home culture is included and valued. Students communicate with empathy and understanding in interactions with one another.</p>
<p><b>2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.</b></p>	<p>Is aware of the importance of the physical and/or virtual learning environments that support student learning.</p> <p>Is aware that structured interaction between students can support learning.</p>	<p>Experiments with adapting the physical and/or virtual learning environment that support student learning.</p> <p>Structures for interaction are taught in single lessons or sequence of lessons to support student learning.</p>	<p>Develops physical and/or virtual learning environments that reflect student diversity and provide a range of resources for learning.</p> <p>Utilizes a variety of structures for interaction during learning activities that ensure a focus on completion of learning</p>	<p>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.</p> <p>Integrates a variety of structures for interaction that engage students constructively and productively in learning.</p>	<p>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.</p> <p>Selects from a repertoire of structures for interaction to ensure accelerated learning for the full range of students.</p>

	Some students use available resources in learning environments during instruction.	Students use resources provided in learning environments and interact with each other to understand and complete learning tasks in single lessons or sequence of lessons.	tasks. Students use a variety of resources in learning environments and interact in ways that deepen their understanding of the content and develop constructive social and academic interactions.	Students routinely use a range of resources in learning environments that relate to and enhance instruction and reflect their diversity. Students share in monitoring and assessment of interactions to improve effectiveness and develop a positive culture for learning.	Students participate in monitoring and changing the design of learning environments and structures for interactions.
<b>2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.</b>	Adheres to policies and laws regarding safety that are required by the size, district, and state.  Responds to behaviors that impact student safety as they arise.  Students are aware of required safety procedures and the school and classroom rational for maintaining safety.	Recognizes and addresses safety issues regarding materials, student interactions, and the organization of the learning environments.  Explores strategies to establish intellectual and emotional safety in the classroom.  Students follow teacher guidance regarding potential safety issues for self or others.	Anticipates and reduces risks to physical, intellectual, and emotional safety using multiple strategies that include examining biases in the learning environment and curriculum.  Models and provides instruction on skills that develop resiliency and support intellectual and emotional safety.  Students take risks, offer opinions, and share alternative perspectives.	Integrates support for students to take risks and offer respectful opinions about divergent viewpoints.  Engages in reflection on their own language and behavior that contributes to intellectual and emotional safety in the classroom.  Students develop and practice resiliency skills and strategies to strive for academic achievement and establish intellectual and emotional safety in the classroom.	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.  Students demonstrate resiliency in perseverance for academic achievement. Students share responsibility for intellectual and emotional safety for themselves and others in the classroom.
<b>2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.</b>	Focuses on the rigor of the learning environment on accuracy of answers and completion of learning asks.  Is aware of the importance of maintaining high expectations for students.	Focuses on the development of a rigorous learning environment that includes accuracy, understanding, and the importance of meeting targeted learning goals.  Works to maintain high expectations for students while becoming aware of achievement patterns for	Develops a rigorous learning environment that includes accuracy, analysis, problem solving, and appropriate levels of challenge.  Holds high expectations for students. Has an understanding of achievement patterns, and	Integrates rigor throughout the learning environment that values accuracy, analysis, and critical reading, writing and thinking.  Integrates strategic scaffolds and technologies throughout instruction that support the full range of	Facilitates a rigorous learning environment in which students take leadership in learning. Fosters extended studies, research, analysis and purposeful use of learning.  Supports students to utilize an extensive repertoire of differentiated strategies to meet high expectations.

	Some students ask for teacher support to understand or complete learning tasks.	individuals and groups of students.  Some individuals and groups of students work with the teacher to support accuracy and comprehension in their learning.	uses scaffolds to address achievement gaps.  Students engage in a variety of differentiated supports and challenges in ways that promote their accuracy, analysis, and problem solving in learning.	learners in meeting high expectations for achievement.  Students actively use supports and challenges to complete critical reading, writing, higher order thinking, and problem solving across subject matter.	Students take responsibility to fully utilize teacher and peer support, to achieve consistently high levels of factual and analytical learning.
<b>2.5 Developing, communicating, and maintaining high standards for individual and group behavior.</b>	Establishes expectations, rules, and consequences for individual and group behavior.  Refers to standards for behavior and applies consequences as needed.  Students are aware of classroom rules and consequences.	Develops expectations with some student involvement. Communicates, models and explains expectations for individual and group behavior.  Reviews standards for behavior with students in single lessons or sequence of lessons in anticipation of need for reinforcement.  Students know expectations for behavior and consequences and respond to guidance in following them.	Uses multiple strategies including culturally responsive instruction to develop and maintain high standards for individual and group behavior.  Utilizes routine references to standards for behavior prior and during individual and group work.  Students follow behavior expectations, accept consequences and increase positive behaviors.	Integrates equitable expectations, positive supports, and consequences for individual and group behavior within and across learning activities.  Guides and supports students to self-assess, monitor, and set goals for individual and group behavior and participation.  Students respond to individual and group behaviors and encourage and support each other to make improvements.	Facilitates a positive environment using systems that ensure students take an active role in monitoring and maintaining high standards for individual and group behaviors.  Students demonstrate positive behavior, consistent participation and are valued for their unique identities.
<b>2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.</b>	Establishes procedures, routines or norms for single lessons to support student learning.  Responds to disruptive behavior.	Develops routines, procedures, and norms in single lessons or sequence of lessons with some student involvement.  Seeks to promote positive behaviors and responds to disruptive behavior.	Maintains regular use of routines and procedures that are culturally responsive and engage students in the development and monitoring of norms.  Provides positive behavior supports. Responds appropriately to behaviors in ways that lessen	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.  Promotes positive behaviors and consistently prevents or refocuses behaviors disruptive to the learning climate.	Facilitates student participating in developing, monitoring, and adjusting routines and procedures focuses on maximizing learning. Classroom climate integrates school standards and culturally relevant norms.  Promotes positive behaviors and establishes preventions and a positive classroom climate that eliminate most disruptive

	Students are aware of procedures, routines, and classroom norms.	Students receive correction for behavior that interferes with learning, and positive reinforcement in following routines, procedures, and norms.	<p>disruptions to the learning climate.</p> <p>Students participate in routines, procedures, and norms and receive reinforcement for positive behaviors. Students receive timely and effective feedback and consequences for behaviors that interfere with learning.</p>	Students are involved in assessment and monitoring of routines, procedures, and norms in ways that improve the learning climate.	<p>behavior.</p> <p>Students share responsibility with teacher for managing and maintaining a positive classroom climate that promotes learning.</p>
<b>2.7 Using instructional time to optimize learning.</b>	<p>Paces instruction based on curriculum guidelines.</p> <p>Develops awareness of how transitions and classroom management impact pacing and lessons.</p> <p>Some students complete learning activities in time allotted.</p>	<p>Paces instruction with some consideration of lesson type, adjustments for sufficient student work time and transitions to optimize learning.</p> <p>Students complete learning activities, and as needed, may receive some adjustments of time allotted for tasks or expectations for completion.</p>	<p>Paces instruction with students to provide adequate time for instruction, checking for understanding, completion of learning activities and closure.</p>	<p>Paces instruction to include ongoing assessment of student learning. Supports students in the monitoring of instructional time.</p> <p>Students use their instructional time to engage in and complete learning activities and are prepared for the next sequence of instruction.</p>	<p>Paces, adjusts, and fluidly facilitates instruction and daily activities.</p> <p>Students monitor their own time, are engaged in accomplishing learning goals, and participate in reflection, self-assessment, and goal setting.</p>

*Continuum of Teaching Practice – Developed in collaboration with the CCTC, CDE and New Teacher Center, Revised June 2012*

## Standard 3 CSTP: Understanding and Organizing Subject Matter for Subject Learning

*Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment?*

Element	Emerging	Exploring	Applying	Integrating	Innovating
<b>3.1 Demonstrating knowledge of subject matter academic content standards.</b>	Has foundational knowledge of subject matter, related academic language, and academic content standards	Examines concepts in subject matter and academic language to identify connections between academic content standards and instruction.	Understands and explains the relationship between essential subject matter concepts, academic language, and academic content standards.	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.	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.
<b>3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.</b>	Has basic knowledge of student stages of development while becoming aware of differences in students' understanding of subject matter.  Teaches subject-specific vocabulary following curriculum guidelines.	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.  Provides explicit teaching of essential content vocabulary and associated academic language in single lessons or sequence of lessons. Explains academic language, formats, and vocabulary to support student access to subject matter when confusions are identified.	Uses knowledge of student development and proficiencies to adapt instruction and meet students' diverse learning needs. Ensures understanding of subject matter including related academic language.  Provides explicit teaching of essential vocabulary, idioms, key words with multiple meanings, and academic language in ways that engage students in accessing subject matter text or learning activities.	Integrates knowledge of individual student development to inform instructional decisions to ensure student understanding of subject matter including related academic language.  Provides explicit teaching of specific academic language, text structure, grammatical, and stylistic language features to ensure equitable access and subject matter understanding for the range of student language levels and abilities.	Draws upon comprehensive knowledge of students to guide all students to develop proficiencies, understand subject matter including related academic language.  Engages students at all levels of vocabulary, academic language, and proficiency in self-directed goal setting, monitoring, and improvement. Guides all students in using analysis strategies that provides equitable access and deep understanding of subject matter.
<b>3.3 Organizing curriculum to facilitate student understanding of subject matter.</b>	Follows organization of curriculum as provided by site and district to support student understanding of subject matter.	Examines organization of curriculum and considers adjustments in single lessons or sequence of lessons to support understanding of subject matter.	Uses knowledge of curriculum and student readiness to organize and adjust the curriculum to ensure student understanding.	Integrates knowledge of curriculum and resources to organize and adjust instruction within and across subject matter to extend student understanding.	Draws upon extensive knowledge of curriculum and related resources to flexibly and effectively organize and adjust instruction.

					Ensures student comprehension and facilitates student articulation about what they do and don't understand.
<b>3.4 Utilizing instructional strategies that are appropriate to the subject matter.</b>	Uses instructional strategies that are provided in the curriculum.	Gathers and uses additional instructional strategies in single lessons or sequence of lessons to increase student understanding of academic language appropriate to subject matter.	Selects and adapts a variety of instructional strategies to ensure student understanding of academic language appropriate to subject matter and that address students' diverse learning needs.	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.	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.
<b>3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students.</b>	Uses available instructional materials, resources, and technologies for specific lessons to make subject matter accessible to students.  Identifies technological resources needed.	Explores additional instructional materials, resources, and technologies to make subject matter accessible to students.  Explores how to make technological resources available to all students.	Selects, adapts, and utilizes, appropriate instructional materials, resources, and technologies for concept and skill development in subject matter. Resources reflect the diversity of the classroom and support differentiated learning of subject matter.  Guides students to use available print, electronic, and online subject matter resources based on individual needs.	Integrates a wide range of adapted resources, technologies, and instructional materials to meet identified student needs and make subject matter accessible to students.  Assists students with equitable access to materials, resources, and technologies. Seeks outside resources and support.	Engages students in identifying and adapting resources, technologies, and standards-aligned instructional materials to extend students understanding and critical thinking about subject matter.  Ensures that students are able to obtain equitable access to a wide range of technologies, through ongoing links to outside resources and support.
<b>3.6 Addressing the needs of English Learners and students with special needs to provide equitable access to the content.</b>	Has an awareness of the full range of students identified with special needs students through data provided by the school.  Attends required meetings with resource personnel and families.	Seeks additional information on the full range of students identified with special needs to address challenges or supports in single lessons or sequence of lessons.  Cooperates with resource personnel, para-educators, and families during meetings and activities in	Utilizes information on the full range of students identified with special needs to assess strengths and competencies to provide appropriate challenge and accommodations in instruction.  Communicates regularly with resource personnel, para-educators, and families to ensure that	Integrates accommodations, adaptations, and extensions to instruction for the full range of students with special needs to ensure adequate support and challenge.  Communicates and collaborates with colleagues, support staff and families to ensure	Guides and supports the full range of students with special needs to actively engage in the assessment, and monitor their own strengths, learning needs, and achievement to accessing content.  Communicates and collaborates with resource personnel, para-educators, families, leadership, and students in creating a

	Learns about referral process for students with special needs.	support of learning plans and goals.  Seeks additional information on struggling learners and advanced learners to determine appropriateness for referral.	student services are provided, and progress is made in accessing appropriate content.  Refers students as needed in a timely and appropriate manner supported with documented data over time, including interventions tried previous to referral.	consistent instruction. Supports families in positive engagement with the school.  Initiates and monitors referral processes and follow-up meetings to ensure that students receive support and/or extended learning that is integrated into the core curriculum.	coordinated program to optimize success of the full range of students with special needs.  Takes leadership at the site/district and collaborates with resource personnel to ensure the smooth and effective implementation of referral processes.
<b>3.6 Addressing the needs of <u>English Learners</u> and students with special needs to provide equitable access to the content.</b>	Is aware of students' primary language and English language proficiencies based on available assessment data.  Provides adapted materials to help English Learners access content.	Seeks additional information describing elements of culture and language proficiencies in listening, speaking, reading and writing. Uses multiple measures for assessing English learners' performance to identify gaps in English language development.  Attempts to scaffold content using visuals, models, and graphic organizers.	Identifies English language proficiencies and English learner strengths in the study of language and content. Differentiates instruction using one or more components of English language development to support English learners.  Creates and implements scaffolds to support standards-based instruction using literacy strategies, SDAIE, and content level English language development in order for students to improve language proficiencies and understand content.	Integrates knowledge of English language development and English learner's strengths and assessed needs to differentiate English language and content instruction.  Develops and adapts instruction to provide a wide range of scaffolded supports for language and content for the range of English learners.	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.  In resourceful and flexible in the design, adjustment and elimination of scaffolds based on English learners' proficiencies, knowledge and skills in content.

*Continuum of Teaching Practice – Developed in collaboration with the CCTC, CDE and New Teacher Center, Revised June 2012*



## Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Students

*Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment?*

Element	Emerging	Exploring	Applying	Integrating	Innovating
<b>4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.</b>	Plans daily lessons using available curriculum and information from district and state required assessments.  Is aware of the impact of bias on learning.	Plans single lessons or sequence of lessons using additional assessment information on student academic readiness, language, cultural background, and individual development.  Becomes aware of potential areas of bias and seeks to learn about culturally responsive pedagogy.	Plans differentiated instruction based on knowledge of students' academic readiness, academic language, diverse cultural backgrounds, and individual cognitive, social emotional, and physical development.  Examines potential sources of bias and stereotyping when planning lessons. Uses culturally responsive pedagogy in planning.	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.  Planning addresses bias, stereotyping, and assumptions about cultures and members of cultures.	Plans differentiated instruction that provides systematic opportunities for supporting and extending student learning based on comprehensive information on students.  Engages students in the analysis of bias, stereotyping, and assumptions.
<b>4.2 Establishing and articulating goals for student learning.</b>	Establishes learning goals for single lessons to students based on content standards and available curriculum guidelines.	Establishes and shares learning goals for skill development with students in single lessons and sequence of lessons based on standards and curriculum.	Establishes and communicates clear learning goals to students that are accessible, challenging, and differentiated to address students' diverse learning needs.	Establishes and articulates comprehensive short- and long-term learning goals for students. Plans for students to articulate and monitor learning goals.	Establishes and articulates learning goals that are communicated clearly, referred to frequently, and utilized by students to monitor and advance their learning.
<b>4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.</b>	Uses available curriculum guidelines for daily, short- and long-term plans.	Begins to plan curriculum units that include a series of connected lessons and are linked to long-term planning to support student learning.	Establishes short- and long-term curriculum plans for subject matter concepts and essential related academic language and formats that support student 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.	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.
<b>4.4 Planning Instruction that incorporates strategies to meet the</b>	Plans instruction that incorporates strategies suggested by curriculum guidelines.	Selects strategies for single lessons or sequence of lessons that respond to students' diverse learning needs.	Incorporates instructional strategies into ongoing planning, address culturally responsive pedagogy, and students' diverse	Plans differentiated instruction using strategies to address learning styles and meet students' assessed language and	Plans instruction incorporating a repertoire of strategies to specifically meet students' diverse language and learning

<p><b>learning needs of all students.</b></p>	<p>Is aware of student content, learning, and language needs through data provided by the site and district.</p>	<p>Seeks to learn about students' diverse learning and language needs beyond basic data.</p>	<p>language, and learning needs. Considers strategies to provide support and challenge for students.</p> <p>Uses assessments of students' learning and language needs to inform planning differentiated instruction.</p>	<p>learning needs. Incorporates appropriate support and challenge for students.</p> <p>Integrates results from a broad range of assessments into planning to meet students' diverse learning and language needs.</p>	<p>needs and styles to advance learning for all.</p> <p>Facilitates opportunities for students to reflect on their learning and the impact of instructional strategies to meet their learning and language needs.</p>
<p><b>4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.</b></p>	<p>Implements lessons and uses materials from curriculum provided.</p>	<p>Begins to adapt plans and materials in single lessons or sequence of lessons to address students' learning needs.</p>	<p>Makes adjustments and adaptations to differentiate instructional plans. Uses culturally responsive pedagogy and additional materials to support students' diverse learning needs.</p>	<p>Makes ongoing adjustments to instructional plans and uses a variety of materials as the instructional need arises to support student learning.</p>	<p>Anticipates and plans for a wide range of adaptations to lessons based on in depth analysis of individual student needs.</p> <p>Engages with students to identify types of adjustments in instruction that best meet their learning needs.</p>

*Continuum of Teaching Practice – Developed in collaboration with the CCTC, CDE and New Teacher Center, Revised June 2012*

## Standard 5 CSTP: Assessing Students for Learning

*Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment?*

Element	Emerging	Exploring	Applying	Integrating	Innovating
<b>5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.</b>	Is aware of the purposes and characteristics of formative and summative assessments.	Explores the use of different types of pre-assessment, formative and summative assessments.  Begins to identify specific characteristics of assessments that yield different types of information about student preparedness, progress, and proficiency.	Decides on the purpose for assessment and skills to be assessed to select appropriately matched pre-, formative, and summative assessments.  Selects assessments based on a clear understanding of the purposes and characteristics of assessments to support student learning.	Develops and adapts the range of appropriate assessments to address questions about students' learning needs and progress.  Integrates a variety of characteristics into assessments to allow students with a range of learning needs to demonstrate what they know.	Demonstrates purposeful use of a wide range of assessments to support differentiated student learning needs and reflect progress.  Draws flexibly from a repertoire of appropriate assessment options and characteristics to maximize student demonstration of knowledge.
<b>5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.</b>	Uses data from required assessments to assess student learning.  Follows required processes for data analysis and draws conclusions about student learning.	Explores collecting additional data using supplemental assessments.  Makes adjustments in planning for single lessons or sequence of lessons based on analysis of assessment data.	Collects a variety of formal and informal assessment data on student learning.  Uses analysis of a variety of data to inform planning and differentiation of instruction.	Designs and integrates an assessment plan that provides formal and informal assessment data on student learning.  Uses data analysis of a broad range of assessments to provide comprehensive information to guide planning and differentiation of instruction.	Infuses assessments strategically and systematically throughout instruction to collect ongoing assessment data appropriate for the range of learning needs.  Uses results of ongoing data analysis to plan and differentiate instruction for maximum academic success.
<b>5.3 Reviewing data, both individually</b>	Reviews and monitors available assessment data as required by site	Reviews and monitors additional assessment data individually and	Reviews and monitors a variety of data on student learning	Reviews and monitors a broad range of data individually and with	Facilitates collaborative work and fosters colleagues ability to

<b>and with colleagues, to monitor student learning.</b>	and district processes.	with colleagues and identifies learning needs of individual students.	individually and with colleagues to identify trends and patterns among groups of students.	colleagues to analyze student thinking and identify underlying causes for trends.	identify and address underlying causes for achievement patterns and trends.
<b>5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.</b>	<p>Uses data from assessments provided by site and district to set learning goals for the class.</p> <p>Plans instruction using available curriculum guidelines.</p>	<p>Uses data from available assessments to establish content based learning goals for class and individual students in single lessons or sequence of lessons.</p> <p>Plans adjustments in instruction to address learning needs of individual students.</p>	<p>Uses a variety of assessment data to set student learning goals for content and academic language.</p> <p>Plans differentiated lessons and modifications to instruction to meet students' diverse learning needs.</p>	<p>Integrates a broad range of data to set learning goals for content and academic language across content standards.</p> <p>Plans differentiated instruction targeted to meet individual and group learning needs. Modifies lessons during instruction based on informal assessments.</p>	<p>Reflects on data continuously to make ongoing refinements to learning goals for content and academic language for the full range of students.</p> <p>Uses data systematically to refine planning, differentiate instruction, and make ongoing adjustments to match the evolving learning needs of individual and groups.</p>
<b>5.5 Involving all students in self-assessment, goal setting, and monitoring progress.</b>	<p>Informs students about lesson objectives, outcomes, and summative assessment results. Recognizes the need for individual learning goals.</p> <p>Monitors progress using available tools for recording.</p>	<p>Begins to encourage students to establish learning goals through single lessons or sequence of lessons that include goal setting exercises.</p> <p>Provides students with opportunities in single lessons or sequence of lessons to monitor their own progress toward class or individual goals.</p>	<p>Models and scaffolds student self-assessment and goal setting processes for learning content and academic language development.</p> <p>Guides students to monitor and reflect on progress on a regular basis.</p>	<p>Implements structures for students to self-assess and set learning goals related to content, academic language and individual skills.</p> <p>Integrates student self-assessment, goal setting, and monitoring progress across the curriculum.</p>	<p>Provides systematic opportunities for student self-assessment, goal setting, and monitoring progress.</p> <p>Develops students' meta-cognitive skills for analyzing progress and refining goals towards high levels of academic achievement.</p>
<b>5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.</b>	Uses available technology to record assessments, determine proficiency levels, and make required communications about student learning.	Explores use of additional technologies to implement individual assessments, record results, and communicate with administration, colleagues, and families	Uses technology to design and implement assessments, record and analyze results, and communicate about student learning with administration, colleagues, families,	Integrates a variety of technologies into the development, implementation, analysis of assessments, and communication of student learning to all	Uses a wide range of technologies to design, implement, and analyze assessments and provides for in depth and ongoing communication regarding student

		about student learning.	and students. Ensures that communications are received by those who lack access to technology.	audiences.	learning for all audiences.
<b>5.7 Using assessment information to share timely and comprehensible feedback with students and their families.</b>	<p>Provides students with feedback through assessed work and required summative assessments.</p> <p>Notifies families of student proficiencies, challenges, and behavior issues through school mandated procedures.</p>	<p>Provides students with additional feedback based on formative assessments from single lessons or sequence of lessons. Seeks to provide feedback in ways that students understand.</p> <p>Communicates with families about student progress, strengths, and needs at reporting periods. Contacts families as needs arise regarding struggling students or behavior issues.</p>	<p>Provides students with clear and timely information about strengths, needs, and strategies for improving academic achievement.</p> <p>Provides opportunities for comprehensible and timely two-way communications with families to share student assessments, progress, raise issues and/or concerns, and guide family support.</p>	<p>Integrates the ongoing sharing of clear and timely feedback to students from formal and informal assessments in ways that support increased learning.</p> <p>Communicates regularly with families to share a range of assessment information that is comprehensible and responsive to individual students and family needs.</p>	<p>Facilitates students' leadership in seeking and using ongoing comprehensible feedback to accelerate their learning.</p> <p>Engages families in a variety of ongoing comprehensible communications about individual student progress and ways to provide and monitor support.</p>

*Continuum of Teaching Practice – Developed in collaboration with the CCTC, CDE and New Teacher Center, Revised June 2012*

## Standard 6 CSTP: Developing as a Professional Educator

*Evidence of Practice: Understanding that the levels become increasingly complex and sophisticated while integrating the skills of previous levels, what examples from your teaching practice and students' performance inform your self-assessment?*

Element	Emerging	Exploring	Applying	Integrating	Innovating
<b>6.1 Reflecting on teaching practice in support of student learning.</b>	Is aware of the need to reflect on teaching practice to support student learning. Reflects individually or with colleagues on immediate student learning needs.	Begins to engage in reflection on teaching practice individually and with colleagues that is focused on methods to support the full range of learners.	Engages in reflection individually and with colleagues on the relationship between making adjustments in teaching practice and impact on the full range of learners.	Reflects individually and with colleagues on refinements in teaching practice and connections among the elements of the <i>CSTP</i> to positively impact the full range of learners.	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.
<b>6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.</b>	Develops goals connected to the <i>CSTP</i> through required process and local protocols.  Attends required professional development.	Sets goals connected to the <i>CSTP</i> that take into account self-assessment of teaching practice.  Expands knowledge and skills individually and with colleagues through available professional development.	Sets goals connected to the <i>CSTP</i> that are authentic, challenging, and based on self-assessment.  Aligns personal goals with school and district goals and focuses on improving student learning.  Selects and engages in professional development based on needs identified in professional goals.	Sets and modifies authentic goals connected to the <i>CSTP</i> 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 and modifies a broad range of professional goals connected to the <i>CSTP</i> 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.
<b>6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.</b>	Attends staff, grade level, department, and other required meetings and collaborations.  Identifies student and teacher resources at the school and district level.	Consults with colleagues to consider how best to support teacher and student learning.  Begins to identify how to access student and	Collaborates with colleagues to improve student learning and reflect on teaching practice at the classroom level.  Interacts with members of the broader professional community to access	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	Facilitates collaboration with colleagues.  Works to ensure the broadest positive impact possible on instructional

		teacher resources in the broader professional community.	resources that support teacher effectiveness and student learning.	community to access resources and a wide range of supports for teaching the full range of learners.	practice and student achievement at school and district levels for the profession.  Initiates and develops professional learning opportunities with the broader professional community focused on student achievement.
<b>6.4 Working with families to support student learning.</b>	Is aware of the role of the family in student learning and the need for interactions with families.	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.	Supports families to contribute to the classroom and school. Adjusts communications to families based on awareness of cultural norms and wide range of experiences with schools.	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.	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.
<b>6.5 Engaging local communities in support of the instructional program.</b>	Develops awareness about local neighborhoods and communities surrounding the school.  Uses available neighborhood and community resources in single lessons.	Seeks available neighborhood and community resources.  Includes references or connections to communities in single lessons or sequence of lessons.	Uses a variety of neighborhood and community resources to support the curriculum.  Includes knowledge of communities when designing and implementing instruction.	Utilizes a broad range of neighborhood and community resources to support the instructional program, students, and families.  Draws from understanding of community to improve and enrich 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.
<b>6.6 Managing professional responsibilities to maintain motivation and commitment to all students.</b>	Develops an understanding of professional responsibilities.  Seeks to meet required commitments to students.	Maintains professional responsibilities in timely ways and seeks support as needed.  Demonstrates commitment by exploring ways to address individual student needs.	Anticipates professional responsibilities and manages time and effort required to meet expectations.  Pursues ways to support students' diverse learning needs and maintains belief in students' capacity for achievement.	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.	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.

Element	Emerging – Exploring - Applying	Integrating - Innovating
<p><b>6.7 Demonstrating professional responsibility, integrity, and ethical conduct.</b></p>	<p><i>Follows all state education codes, legal requirements, district and site policies, contractual agreements, and ethical responsibilities.</i></p> <p><i>As Follows:</i></p> <ul style="list-style-type: none"> <li>• <i>Takes responsibility for student academic learning outcomes.</i></li> <li>• <i>Is aware of own personal values and biases and recognizes ways in which these values and biases affect the teaching and learning of students.</i></li> <li>• <i>Adheres to legal and ethical obligations in teaching the full range of learners, including English Learners and students with special needs.</i></li> <li>• <i>Reports suspected cases of child abuse, and/or neglect as outlined in the California Child Abuse and Neglect Reporting Act.</i></li> <li>• <i>Maintains a non-hostile classroom environment and carries out laws and district guidelines for reporting cases of sexual harassment.</i></li> <li>• <i>Understands and implements school and district policies and state and federal law in responding to inappropriate or violent student behavior.</i></li> <li>• <i>Complies with legal and professional obligations to protect the privacy, health, and safety of students, families, and other school professionals.</i></li> <li>• <i>Models appropriate behavior for students, colleagues, and the profession.</i></li> <li>• <i>Acts in accordance with ethical considerations for students.</i></li> <li>• <i>Maintains professional conduct and integrity in the classroom and school community.</i></li> </ul>	<p>Maintains a high standard of personal integrity and commitment to student learning and the profession in all circumstances.</p> <p>Contributes to building professional community and holding peers accountable to norms of respectful treatment and communication.</p> <p>Contributes to fostering a school culture with a high degree of resilience, professional integrity, and ethical conduct.</p>

*Continuum of Teaching Practice – Developed in collaboration with the CCTC, CDE and New Teacher Center, Revised June 2012*



## Peer Assistance and Review Agreement

1. This Article is intended to implement the provisions of Chapter 4 of the Statutes of 1999 with respect to the Peer Assistance and Review Program (PAR), as it may be amended, and any application regulations. The District may also take such action as it determines to be necessary to comply with the law requiring coordination of the PAR program with the Beginning Teacher Support and Assessment Program, the California Pre-Internship Teaching Program, District internship programs, and other professional development programs, so long as the actions do not violate a specific provision of this Article.
2. As soon as permitted by law, the District shall provide the required certification that PAR will be implemented beginning July 1, 2000. Effective on July 1, 2000, the mentor teacher program and all obligations, rights, activities and practices related to that program shall automatically terminate.
3. Implementation of PAR is contingent upon official notification by the State that the District is eligible for and will be receiving all of the District's share of the funds specified in ABX 1 for PAR. Upon receipt of the notification, the District will do the following:
  - 3.1 Arrange for establishment of the Joint Teacher/Administrator Review Panel.
    - 3.1.1 The panel will consist of three (3) employees of the District. Two (2) members of the panel must be teachers chosen by other teachers by secret ballot. The teachers at each school site will conduct the election. "Teacher" means a bargaining unit member whose duties as assigned by the District require the unit member to spend more than half of the duty day providing direct instruction to students in classrooms. One teacher shall be elected to represent grades K-4 and one representing grades 5-8. The other member shall be the Superintendent, principal, or designee.
    - 3.1.2 Panel members will serve for one (1) year term. No classroom teacher may serve for more than two (2) consecutive terms as a panel member.
  - 3.2 Notify the panel in writing of those teachers being required to participate in PAR by the District based on one or more unsatisfactory performance evaluations.
  - 3.3 Notify the panel in writing of those permanent classroom teachers who volunteer to participate in PAR. District criteria for teachers to be participants in PAR requires (1) any certificated employee who receives an unsatisfactory rating on an evaluation must participate, and (2) all permanent teachers are eligible. Other criteria are as follows:
    - 3.3.1 Permanent teachers who receive an "unsatisfactory" evaluation rating or who may be in jeopardy of receiving an "unsatisfactory" rating.
    - 3.3.2 Newly hired teachers or probationary teachers who may need assistance.
    - 3.3.3 Teachers recommended by the site administrator.
    - 3.3.4 Teachers who volunteer to be assisted may be new to a grade level or subject area, may feel potential for "burn-out", may feel the need for help with classroom management or assistance in dealing with parents, may require assistance with new textbooks or curriculum, may want to enhance current teaching strategies, may wish to

regain self-confidence in his/her teaching abilities, or, may require assistance after a long leave of absence.

4. The panel, as soon as its members are appointed, shall begin the process of recruitment and selection of Consulting Teachers. That process will be completed within 60 days of selection of the members of the panel.
  - 4.1 In order to be eligible for selection, Consulting Teachers shall meet the following requirements:
    - 4.1.1 They must be permanent teachers employed by the District.
    - 4.1.2 They must have substantial recent experience in classroom instruction.
    - 4.1.3 They must have demonstrated, in the judgment of the panel, exemplary teaching ability as indicated by effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
  - 4.2 The panel shall develop and follow written procedures and criteria for recruitment and selection of the Consulting Teachers, which will be in accordance with this Article and applicable law and will be applied in a reasonable and consistent manner. Consulting Teachers will be selected by a majority vote of the panel. No more than two (2) Consulting Teachers will be selected by a majority vote of the panel. Consulting Teachers will serve for a one (1) year term.
    - 4.2.1 See Appendix A "Guidelines for Consulting Teachers"
  - 4.3 The panel may conduct multiple classroom observations of each candidate for Consulting Teacher prior to selection. The term "multiple" shall mean at least two observations per candidate. The observations may be scheduled or unscheduled in the discretion of the Panel.
  - 4.4 The Panel's selection procedures, activities, and criteria, and its judgments regarding selection of Consulting Teachers, shall not be subject to the grievance procedure.
5. The panel will also perform the following functions:
  - 5.1 Review and analyze peer review reports prepared by the Consulting Teachers. The panel will complete this process in accordance with timelines established by the District in order to permit the timely completion of the evaluation process.
  - 5.2 Make recommendations to the Superintendent or his/her designee on behalf of the Governing Board regarding participants in PAR, including providing names of participants not able to demonstrate satisfactory improvement after getting sustained assistance. In making this recommendation, the panel shall consider any assistance offered to or received by the participant prior to as well as during the period of participation.
  - 5.3 Annually evaluate the impact of the PAR program by using, among other things, interviews, or surveys of the PAR participants.
  - 5.4 Submit recommendations for improvement of the PAR Program to the Governing Board and the Association.
6. The evaluation, assessment, and recommendations of the panel and the peer review reports by the Consulting Teachers shall be advisory only, for the benefit of the participating teacher and the District, and shall in no way limit the District's discretion or authority with regard to decisions and actions regarding the employment status of any employee, including but not limited to the evaluation, assignment, reassignment, transfer, promotion, demotion, discipline, layoff, or dismissal of any employee. The fact that the employee is participating in PAR will not limit or delay

the District's authority or discretion to make any such decision or take any such action. Participation in PAR will not create any right or expectancy of continued employment by the District for any period of time.

7. With respect to each individual teacher participating in PAR, the principal or his/her designee will:
  - 7.1 Provide written and clearly stated performance goals that are aligned with pupil learning and are consistent with the Stull Act and California Standards for the Teaching Profession (CSTP).
  - 7.2 Communicate an expectation of and strong encouragement for a cooperative relationship between the Consulting Teacher and the principal or his/her designee with respect to the "process" of peer assistance and review. The Consulting Teacher will confer regularly with the principal or his/her designee regarding the implementation of the PAR program with respect to each individual participant and as to the Consulting Teacher's final peer review report regarding that participant.
  - 7.3 Provide or refer the participant to sufficient staff development activities to assist the participant to improve teaching skills and knowledge. The principal or his/her designee may require or recommend participation in such activities, in the discretion of the principal. Nothing in this agreement shall be interpreted to entitle a participant to compensation for staff development activities, which is not provided for expressly elsewhere in this agreement.
  - 7.4 Provide the final evaluation of a participant in the PAR with a written record.
  - 7.5 The District, in its discretion, may enter into agreements with other Districts to combine PAR programs, so long as those agreements do not violate a specific provision of this Article.
8. Compensation shall be provided as follows, based upon satisfactory service as determined by the District:
  - 8.1 Review Panel members shall be paid hourly for any time spent outside of the regular contract day as agreed upon by the bargaining unit.
  - 8.2 Bargaining unit members serving as Consulting Teachers shall be paid as follows for two years of service:
    - 8.2.1 Pay of \$1,000 yearly for up to 2 years and support funds of \$750 for the entire project
    - 8.2.2 Additional funds provided as part of this program shall be expended based on recommendations of the Review Panel.
9. Functions performed by bargaining unit members as part of the PAR program shall not constitute either management or supervisory functions.
10. Consulting Teachers are entitled to defense and indemnification for activities performed as part of the PAR program, as set forth in applicable provisions of the California Government Code.
11. In the event that the District receives official notification from the State that the District will not be receiving in any year all of the District's share of the funds specified in ABX 1 for PAR or that there is any material reduction in funding entitlement or in the minimum required elements of PAR, the District may reopen this Article for negotiation by providing written notice to the Association.

## **Guidelines for Consulting Teachers**

### **QUALIFICATIONS**

The following shall constitute minimum qualifications:

- A credentialed teacher with permanent status
- Substantial recent experience in classroom instruction.
- Shall demonstrate exemplary teaching ability as indicated by among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

Other qualifications may include the following:

- Noted ability to work with adults
- Strong interpersonal skills
- Ability to work within established timelines
- Understanding of the Collective Bargaining Agreement
- At least three years of successful K-8 teaching experience in the district
- Demonstrated talent in written and oral communications
- Demonstrated ability to work cooperatively and effectively with colleagues

### **DUTIES**

Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

- Meet regularly for observations/discussions with each participating teacher
- Participate in meetings with other Consulting Teachers.
- Maintain a written log of contacts and specific support given to each Participating Teacher
- Document all observations, visitations and meetings
- The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
- The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and provide specific, immediate feedback, after each visit.
- The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall submit to and discuss with the Referred Participating Teacher periodic written reports.
- The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive.
- A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her signature before it is submitted to the Joint Committee.
- The Consulting Teacher shall submit a final report to the Joint Committee.

## **REFERENCES and APPLICATION**

Each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:

- A reference from a principal or immediate supervisor.
- A reference from an Association representative.
- A reference from another classroom teacher
- All applications and references shall be treated with the strictest confidentiality.
- See Reference and Application forms in Appendix B

## **TERM**

- The term for a consulting teacher shall be one year and that person may serve up to three years
- Some initial terms may be shorter to stagger the positions
- A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher or for one (1) full year after serving as a Consulting Teacher.

## **RELEASE TIME**

- Consulting teachers shall be provided sufficient release time to complete the duties listed above.
- In addition, Consulting teachers shall be provided sufficient release time for: travel to and from sites, completing documentation, meeting with the Joint Council, for regular meetings with the other consulting teachers, preparation time for class visits, to make arrangements for support for the participating teacher and any other situation deemed necessary.
- Consulting teachers shall be provided sufficient release time for their own training and staff development.

## **COMPENSATION**

- A Consulting Teacher shall receive pay of \$1,000.00 yearly for all work beyond the regular workday and/or work year.
- Consulting teachers shall be reimbursed for all travel expenses.
- Consulting teachers shall have a budget of \$750.00

## **WORKLOAD/CASELOAD**

- The number of Consulting Teachers and the number of hours of assistance are dependent upon the amount of release time negotiated for the Consulting Teacher.
- The review panel on an individual basis determines standard ratios for Consulting Teacher to Participating Teachers.

## **FINAL REPORT TO REVIEW PANEL**

- The Review Panel will develop a format for the Consulting Teacher's final report.
- The Review Panel will develop firm timelines, consistent with the Collective Bargaining Agreement.

- The final report will be submitted to the Review Panel no later than 60 days prior to the last day of instruction.

### **REPORTS TO PARTICIPATING TEACHERS**

- Consulting Teachers shall submit to and discuss with the Referred Participating Teacher periodic written reports.
- The Joint Committee will develop the format for these reports.

### **DUE PROCESS**

All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.

### **PROTECTIONS FROM LIABILITY**

- Functions performed pursuant to this program by bargaining unit employees shall not constitute either management or supervisory functions.
- The Consulting Teacher shall be entitled to all rights of bargaining unit members.

### **RESOURCES and PROCEDURES for ASSISTANCE AND REVIEW**

- A district created video library of exemplary classroom practices
- A district created professional library for participating teacher and consultants
- Curriculum support
- Behavior management techniques
- One on one and group training
- Instructional strategies training
- Feedback
- Classroom Observations
- Individual goal setting
- Access to other district resources
- Training for CT by the Joint Committee

### **MISCELLANEOUS**

**Consulting Teacher applicants who are not accepted as consulting teachers will be notified in writing.**

**SAN PASQUAL UNION SCHOOL DISTRICT  
GRADE LEVEL/SUBJECT MATTER TEAM  
GOAL SETTING FORM**

**Team:**

**Assignment:**

	<b>CSTP Goal (Standards 1-5)</b>	<b>CSTP Element</b>	<b>Activity</b>	<b>Meets/Does Not Meet</b>
1				
2				
1	<b>Personal Goal (Standard 6)</b>			

**SAN PASQUAL UNION SCHOOL DISTRICT  
GRADE LEVEL/SUBJECT MATTER TEAM  
MID/END OF YEAR GOAL REFLECTION**

1. Restate your Element 1. Evaluate your progress. Give data and evidence.

2. Restate your Element 2. Evaluate your progress. Give data and evidence.

3. Restate your Personal Goal. Evaluate your progress. Give data and evidence.

Team Mid/End of Year Reflection will be reviewed during PLC time with an Administrator.

Signatures:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_