

Agreement  
*between*  
*Nuview Union School District's*  
*Board of Trustees*  
*and*  
*Nuview District Teachers'*  
*Association*  
*2008/2009*  
*Final draft*

SIGNATURE PAGE

Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

**NUVIEW UNION SCHOOL DISTRICT**

**NUVIEW DISTRICT TEACHERS'  
ASSOCIATION**

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
President, NDTA

\_\_\_\_\_  
Clerk, Board of Trustees

\_\_\_\_\_  
Bargaining Chair, NDTA

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Member, NDTA

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## **ARTICLE I - AGREEMENT**

- 1.1 This is an Agreement made and entered into this 1st Day of July 2008 between the Board of Trustees of Nuviev Union School District (hereinafter referred to as "District") and Nuviev District Teachers' Association (NDTA/CTA/NEA) Chapter of the California Teachers' Association (hereinafter referred to as "Association").

## **ARTICLE II - RECOGNITION**

- 2.1 The District confirms its recognition of the Association as the exclusive representative for that unit of employees recognized by the District. The District recognizes the Nuviev District Teachers' Association as the exclusive representative for purposes of the Rodda Act (Government Code Sections 3540, et seq., Title I, Division 4, Chapter 10.7) for the employees in the representation unit comprised of the following positions:

Full-time classroom teachers, school counselors, speech therapists, and intern teachers (pre-K-12) and excluding all other positions not designated including, but not limited to, all day-to-day substitutes, and certificated employees designated management, confidential or supervisory by the Board of Trustees. The Nuviev District Teachers' Association agrees that the unit is appropriate and that it will not seek a clarification of the unit, either as to the specific exclusions or the enumerated inclusions.

## **ARTICLE III - DISTRICT RIGHTS**

- 3.1 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 the methods 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 of any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.
- 3.2 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 the

Agreement, and then only to the extent such specific and express terms are in conformance with the law.

- 3.3 The District retains its right to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article VII, "Grievance Procedure."
- 3.4 An emergency shall be defined as a sudden and major unexpected event or occasion in which the District is adversely affected and which requires immediate action. The declaration of an emergency shall be retracted as soon as the emergency conditions are abated.

#### **ARTICLE IV- ASSOCIATION RIGHTS**

- 4.1 Association business, discussions, and activities will be conducted by unit members on District property, whenever; (a) an authorized association representative obtains one day's advance written permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted; (b) the Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members, and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with an Association representative.
- 4.2 The Association may use the school mailboxes and staff lunch room bulletin board spaces subject to the following conditions; (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association president; (b) a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution.
- 4.3 The Association may receive time-off from duties for the processing of grievances past Level I of the grievance procedure, Article VII herein, for unit members who are designated as Association representatives subject to the following conditions; (a) by no later than 15 days following the signing of this Agreement, the Association will designate in writing to the Superintendent, two employees who are to receive the time-off; (b) twenty-four hours prior to release from duties for grievance processing, the designated representative informs his immediate supervisor in order that an adequate substitute may be obtained, if such is necessary; and, (c) that such time-off shall be limited solely to representing a grievant in a conference with a management person, beyond Level I, and in no way shall this limitation include use of such time for matters such as gathering information, interviewing witnesses, or presentation.

- 4.4 Names, addresses and telephone numbers of all District teachers shall be provided without cost to the Association no later than October 15, of each school year.
- 4.5 The Board and the Association recognize the right of employees to join, form, and participate in lawful activities of employees' organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.
- 4.6 Any unit member may sign and deliver to the Board, on District forms, authorization for deduction of unified membership dues, initiation fees and general assessment in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between the ending of one and the beginning of the following school year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the Unit Member each month for ten months. Deductions for Unit Members who sign such authorization after commencement of the school year shall be appropriately prorated.
- 4.7 Upon appropriate written authorization from the Unit Member, the District shall deduct from the salary of any Unit Member, and make appropriate remittance for contract agreed health and welfare benefits, Association dues, annuity deductions and other mutually agreed individual deductions.
- 4.8 The Association President or designee shall be granted a leave of absence with pay for ten (10) full days per school year for Association business. The Association shall pay the cost of employing a substitute at the regular District rate. The Association President or designee will not accrue deduction of leave or loss of salary for time lost doing Association business. A written summary of all leaves longer than two (2) days will be provided to the Association Board and upon request to the Superintendent and Governing Board. The Association President or designee shall follow the usual procedures for procuring a substitute teacher.

**ARTICLE V- CLASS SIZE**

- 5.1 The following site specific, average teacher/student enrollment shall be maintained at each grade level whenever the District's resources allow and whenever the facilities are available:

Beginning 2001-2002 school year, the ratio of staff is:

- Preschool class size 24 (10:1 ratio in compliance with licensing requirements)
- Kindergarten: 20:1 (As long as the State fully funds class size reduction)
- Grades 1-3: 20:1 (As long as the State fully funds class size reduction)
- Grades 4-5: 32:1
- Grades 6-8: 34:1 (Average with individual class not to exceed 36)
- High School: 34:1 (Average with individual class not to exceed 35)

Grade 9 (English and Math) 30:1 (Average with individual class not to exceed 32)

PE 48:1 (Average with individual class not to exceed 50)

Combination: (At lowest appropriate grade level maximum)

- 5.2 By the beginning of the sixteenth (16<sup>th</sup>) day of the school year, every effort will be made to distribute the pupil population evenly among the regular classrooms on any given site. As additional pupils enroll, they shall, whenever possible, be placed in the classroom with the lowest enrollment. It is recognized that class sizes may vary from site to site across the district due to boundary lines and population trends within the community.
- 5.3 Class sizes are subject to modification with the mutual consent of the district and the unit members at the building site for purposes such as, but not limited to: avoidance of split-grade classes, low enrollment classes or combination classes, for consideration of large group or experimental instruction, team teaching limitations because of distribution of pupils by attendance areas, changes in enrollment, or other valid reasons. Whenever practicable, middle school cores shall be maintained.
- 5.4 The District shall make every effort within fifteen (15) school days to modify class size whenever they exceed the stated caps, except in case of a District-declared emergency under Article III. If more time were needed the Association and the District would agree upon a new time limit. In any declared emergency, the class size overload will be allowed only for the duration the emergency.
- 5.5 Beginning on the sixteenth (16<sup>th</sup>) day, unit members shall be compensated for class sizes that exceed the limits in 5.1. Unit members shall receive \$17.50 daily for having one (1) to three (3) student(s) over the limit. Unit members shall continue to receive compensation until the class size is reduced to contractual maximums. Unit members shall receive an additional \$17.50 for every student beyond three (3). Class sizes more than five (5) students beyond the maximums stated in 5.1 shall not occur without mutual consent of the District and the Association.

## **ARTICLE VI – ASSIGNMENT, TRANSFER, AND FILLING OF VACANICIES**

### **6.1 Definitions**

- 6.1.1 A “transfer” is the movement of a unit member to a different site.
- 6.1.2 A “reassignment” is the movement of a Unit Member to a different grade level or subject area in the same school site.
- 6.1.3 A unit member may make a written request for a transfer or reassignment at any time.

## **6.2 Preliminary Assignments**

- 6.2.1 The District management shall make preliminary assignments for the ensuing school year not less than 15 working days prior to the end of the current school year. Such assignment shall consist of subject matter and/or grade level(s) responsibilities. Nothing in the preliminary assignment shall be construed as limiting the right of District management from making any changes in such assignments of programs.
- 6.2.2 When the need for a transfer and/or reassignment arises, District management shall give written notice to the affected unit member(s) as the need for transfer/reassignment is known. In the event of a District initiated transfer and/or reassignment; the unit member shall have the right to meet with the superintendent or designee to discuss the reason(s) for the transfer and /or reassignment. The unit member shall receive upon request a written summary of the meeting that will include the reason(s) for the transfer and/or reassignment and may also include other issues that were discussed at the meeting.
- 6.2.3 A District initiated transfer and /or reassignment shall be based on criteria including but not limited to appropriate credential, work experience, job performance, suitability, special needs of the vacant position, and educational needs of the district.

## **6.3 Posting Vacancies / Voluntary Transfers**

- 6.3.1 District management and the Association shall agree on a designated location for posting vacancies at each school site. District management shall post a list of all known bargaining unit vacancies for the current and ensuing school as they occur in the designated location, district office, and on Ed-Join. The Association president shall be mailed a copy of all posted vacancies.
- 6.3.2 Vacancies shall remain posted for a period of six (6) working days, during which time unit members may file for the vacancy. Such vacancy notice shall include: job title, a brief description of the position and duties, the minimum qualifications and credentials required for the position as determined by District management, the assigned job site, the number of hours per day, and months per year, the salary range and the deadline for filing for the vacancy.

## **6.4 Filling Vacancies / Voluntary Transfers**

- 6.4.1 Unit members who wish to be considered for such vacancies shall complete the district's Request for Transfer Form (Appendix D) within the required timeline. The request for the transfer form shall be provided at every school site. Before any voluntary transfer is made, the district shall inform those unit members who submitted transfer forms of the transfer selection. If the request for transfer is to be made during the school year, the transfer shall be made as soon as possible.
- 6.4.2 If during a unit member's non-working days a unit member applies for a vacancy in writing, the District will consider this request as per section 6.4.4. The unit member shall provide contact information with the District by leaving his/her name, address and/or forwarding address. The request shall remain valid for the school year for which it is submitted.
- 6.4.3 No posted vacancy shall be permanently filled until six (6) District work days after notice of the vacancy has been posted.
- 6.4.4 Qualified unit members from within the district shall receive first consideration for any vacancy. Consideration for the vacancy will be given to all applications that are properly submitted. The final selection is within the sole discretion of the District management.
- 6.4.5 If two or more applicants are considered by the District to be equally qualified based on criteria established by the district, seniority shall be determinative in filling a vacancy under voluntary transfer. The criteria shall include, but not be limited to appropriate credential, work experience, job performance, suitability, special needs of the vacant position and educational needs of the district.

## **6.5 Administrative Transfer and/or Reassignment During School Year**

- 6.5.1 The District reserves the right to involuntarily reassign and/or transfer unit members subject to the terms of this Agreement. A District initiated transfer and/or reassignment shall be based on the following criteria: appropriate credential, work experience, job performance, suitability, special needs of the position, and educational needs of the district.
- 6.5.2 Unit members who are transferred after the beginning of the school year shall be allowed two (2) days paid release time for moving and preparation prior to the effective date of the transfer. The District shall provide assistance in moving the unit member's materials.

6.5.3 Upon receipt of a written notice of involuntary transfer and/or reassignment, the unit member has five (5) working days in which to request a meeting with the Superintendent or designee to discuss the reason(s) for the transfer. A meeting shall be held within three (3) working days of receipt of such request. The unit member shall receive upon request a written summary of the meeting that will include the reason (s) for the transfer and/or reassignment and may also include other issues that were discussed at the meeting.

## **6.6 Summer School Assignment**

6.6.1 The District will define the summer school program based upon identified student needs. The District will post openings for summer school staff 60 calendar days prior to the last work day of the school year. Unit members within the District shall have at least 30 calendar days to submit applications for summer school positions. The timelines may be altered by agreement of both parties.

6.6.2 Summer school staff shall be hired from qualified unit members within the District.

6.6.3 If no qualified unit member within the District applies for a summer school position the District will:

6.6.3.1 Extend the deadline, and re-post the position within the District, according to 6.3 of this agreement. The District will also post the position outside of the District and hire the most qualified teacher.

## **6.7 Preschool Assignment**

6.7.1 A preschool teaching assignment shall consist of a morning and an afternoon teaching schedule. Instructional minutes for each morning and afternoon block as well as adult to student ratios shall be consistent with state mandates.

6.7.2 Preschool teachers hired into a “looping position” will remain in this position for up to three years. After teaching a year in preschool, teaching the next year in kindergarten and returning for a final year to preschool, the looping teacher will be allowed a transfer/reassignment to an open position elsewhere in the district, if desired. The district reserves the right to assign the “looping teacher” to a new position in compliance with Article 6 of this agreement.

## **6.8 Stipend and Extra Duty Compensation**

- 6.8.1 Extra duty compensation shall be offered to certificated teachers who take on additional responsibilities which require work beyond the regular contracted day. These assignments reflect a variety of institutional and instructional needs that benefit the district, the individual school sites, the professional needs of teachers, and/or the academic/extracurricular needs of students. These positions shall be filled by certificated staff and shall be flown and posted pursuant to section 6.3.1. If possible extra duty positions shall be distributed equitably among certificated staff members at each school site. In no case, shall a certificated staff member hold more than 3 paid extra duty positions. Positions identified in Appendix B shall be filled by certificated staff providing a unit member expresses interest. Certificated stipend positions may include other positions not included in Appendix B as district and site level needs may arise which necessitate the creation of new positions.
- 6.8.2 Site specific positions shall be filled by the most qualified site-specific applicants based upon seniority, appropriate credentials, and individual training/ experience.
- 6.8.3 District Program Coordinator/ staff developer.  
District Program coordinator and staff developer positions will be flown and posted pursuant to section 6.3.1 and will be selected from interested candidates from the entire district by a committee composed of district administration, and teachers performing similar roles. Positions will be awarded based upon qualifications, seniority, appropriate credentials, and individual training/ experience.
- 6.8.4 All stipend/ extra duty positions shall be reviewed no less than every two years by district and association representatives for cost effectiveness and that the amount of compensation is commiserate with the amount of extra work involved.

## **ARTICLE VII - GRIEVANCES**

### **7.1 Definitions**

- 7.1.1 A "day" is a day that a unit member is required to be on duty or upon mutual Agreement a "day" may be a day in which the central administration office is open for business.
- 7.1.2 A "grievance" is a formal written claim by a unit member who has been adversely affected by a violation of the provisions of this Agreement.

- 7.1.3 A "Grievant" is the unit member/Association making the claim. A grievant may have a member of the Association's Grievance Committee present at all levels (including informal) of the grievance procedure. Once a formal grievance has been filed, the grievant may elect to be represented by a member of the Association's Grievance Committee.
- 7.1.4 The "immediate supervisor" is the lowest level administrator having the jurisdiction over the grievant who has been designated by the District to adjust grievances.

## **7.2 Procedures**

- 7.2.1 Level I - Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.
- 7.2.2 Level II - If the grievant is not satisfied with the results of the informal conference, he must, within five (5) days, present his grievance in writing on the appropriate form to the immediate supervisor. The supervisor shall communicate a decision to the employee in writing within five (5) days after receiving the grievance. Within the above time limits, either party may request a personal conference with the other party.
- 7.2.3 Level III - If the supervisor does not respond within the time limits, or if the grievant is not satisfied with the decision at Level II, the grievant may appeal on the appropriate form to the Superintendent or designee. Such appeal must be made within five (5) days of the decision at Level II. A copy of the appeal will be sent at the same time to the President of the Association. The Superintendent or designee shall communicate a decision within five (5) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Supervisor at Level II and Level III are one and the same, then the Grievant may appeal to the Board of Trustees on the appropriate form under the provision of this level. The Board of Trustees shall communicate a decision to the employee within five (5) days after the Regular Board Meeting.
- 7.2.4 Level IV - If the Supervisor at Level III is not the Board of Trustees and if the Superintendent does not respond within the time limits or if the Grievant is not satisfied with the decision at Level III, the Grievant may appeal on the appropriate form to the Board of Trustees. Such appeal must be made within five (5) days of the decision at Level III. A copy of the appeal will be sent at the same time to the President of the Association. The Board of Trustees shall communicate a decision to the employee in writing within five (5) workdays after the regularly scheduled board meeting. Either party may request a personal conference with the other party.

7.2.5 Level V - If the Grievance is not satisfactorily settled in Level IV, the Grievant shall, within ten (10) days after receipt of the District's reply, submit a written notice to the District of his/her intent to submit the grievance to the Superintendent for binding arbitration. Within ten (10) workdays following receipt of the grievant's notice of intent to submit the grievance to arbitration, the District shall request the California State Conciliation Service to provide a list of five (5) arbitrators from which the parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator. All arbitrators' hearings shall be held within the boundaries of the Nuvview Union School District. Board Members may attend hearings as observers. The cost of the arbitrator's services shall be born equally between the Association and the District. Both parties may be represented by such person or persons as they may choose or designate. The arbitrator shall have no authority to add to, subtract from, or to change any of the terms and conditions of this Agreement. In considering any issue in dispute, in his order, the arbitrator shall give due consideration to the statutory rights and obligations of the school board to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

7.2.6 The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s). The arbitrator shall have no power or authority to recommend or resolve any of the following:

- (1) Dismissal of a tenured employee.
- (2) The termination of service or failure to reemploy a probationary employee.
- (3) The classification of any employee as probationary.
- (4) The content of the employee's evaluation.

7.2.7 The arbitrator shall be limited as follows:

- (1) Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine whether the decision has violated the Agreement.
- (2) The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
- (3) The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue (s) submitted.
- (4) The arbitrator's award may include financial reimbursement or other proper remedy, except fines, damages, or penalties. The arbitrator's award of financial reimbursement, if any, shall be binding on the District up to \$3,000.00. Any additional financial award recommended by the arbitrator shall be advisory only.

- 7.2.8 After a hearing on the merits of the grievance, the arbitrator shall render a written decision that sets forth findings of fact, reasoning, and conclusions of the precise issue(s) submitted. The decision of the arbitrator will be submitted to the Board of Trustees and the Association.
- 7.2.9 In the event of any advisory financial award of more than \$3,000.00, the recommendation of the arbitrator shall be advisory only and, upon review of the written recommendation, the Board of Trustees shall make the final determination as to the additional recommended financial award.-
- 7.2.10 The exercise of management rights and prerogatives by the Board under Article V which are not limited by the express terms of this Agreement, shall not be subject to the grievance procedure provided however, that any action by the Board which suspends, modifies, or amends this Agreement, after it has declared an emergency pursuant to Article V, shall be grievable under this procedure, to determine whether such action is clearly unreasonable, unwarranted and/or an abuse of the Board's discretion in relation to the emergency circumstances. A grievance challenging the Board's actions under this paragraph shall be filed in writing with the Superintendent and shall be commenced at Level IV under paragraph 7.24.
- 7.2.11 No reprisals shall be taken against any party participating in the Grievance Procedure herein by the Association or the District.

## **ARTICLE VIII - LEAVE PROVISIONS**

8.1 The benefits which are expressly provided by this section, Article VIII, are the sole benefits which are part of this collective Agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implied, into this Agreement, nor are such other benefits subject to the grievance procedure, Article VII.

### **8.2 Personal Illness and Injury Leave**

- 8.2.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty related to the number of hours for a full-time unit member in a comparable position.
- 8.2.2 Summer School personnel will receive one accumulative day of sick leave per summer session.
- 8.2.3 If a unit member does not utilize the full amount of leave as authorized in 8.2.1 above in any school year, the amount not utilized shall be accumulated from year to year.

- 8.2.4 After all earned leave as set forth in 8.2.1 & 8.2.3 above is exhausted, additional non-accumulated leave shall be available for a period, not to exceed five (5) school months, provided that the provisions of 8.2.5 below are met. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee to fill the position during the leave. The five-month period shall begin on the eleventh (11) day of absence due to illness or injury.
- 8.2.5 Upon request by district management, a unit member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work if the illness or injury exceeds three (3) consecutive days. At District expense, the District may require a medical doctor to visit the unit member and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent or designee, after notice to the unit member, may refuse to grant such leave. If requested by the District management, a unit member shall not return to work until he/she submits a medical doctor's authorization to return to work.
- 8.2.6 Whenever possible, a unit member must contact authorized district personnel as soon as the need to be absent is known, but in no event less than two (2) hours prior to the start of the work day to permit the employer time to secure a substitute service. Failure to provide adequate notice may be grounds for disciplinary action.
- 8.2.7 A unit member who is late because of emergency situation will be granted two emergency lateness days without leave deduction. On a third late arrival, one-half day shall be deducted from the accumulated leave. For each hour a unit member must leave early for a doctor's visit or personal necessity, one hour will be deducted from accumulated leave.
- 8.2.8 A unit member shall not be allowed to return to work and shall have a day of leave deducted if the employee fails to notify the District of the employee's intent to return to work at least 30 minutes prior to the close of the preceding instructional day if such failure results in a substitute being secured. A deduction equal to the district's established substitute rate of pay shall be taken from the unit member when no sick leave is available.
- 8.2.9 Each unit member shall be notified of the accumulated leave by no later than September 30, of each school year.

### **8.3 Personal Necessity Leave**

- 8.3.1 Leave which is credited under 8.2.1 of this Article may be used at the unit member's election, for purposes of personal necessity; provided that use of such personal necessity leave does not exceed seven (7) days in any school year. the superintendent/designee may grant additional personal necessity days.
- 8.3.2 For purposes of this provision, personal necessity shall be limited to: (a) death or serious illness of a member of the unit member's immediate family, as defined in 8.6.2; (b) an accident or incident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family as defined in 8.6.2. Under no circumstances shall leave be taken for the purpose of extending a holiday or vacation period, or for recreation activities.
- 8.3.3 For planned leave, a unit member will be required to give a minimum of two days advance notice to authorized district personnel. Unplanned leave notice will be as in 8.2.6. Unit members will certify that leave was used according to (a) or (b) as described in 8.3.2.
- 8.3.4 Parental non-medical absences of two (2) days per year shall be granted following the birth of a child or the adoption of a child. In addition to this leave, a unit member may elect to take up to three (3) personal necessity leave days for this purpose as provided in 8.3.1 above within thirty (30) calendar days of birth or adoption.
- 8.3.5 Personnel upon request may observe religious holidays normally standardized by religious denominations as long as the total number of personal necessity days is not exceeded.

### **8.4 Personal Business Leave**

- 8.4.1 Personal business days not to exceed two (2) days per year shall be added to personal necessity leave.
- 8.4.2 Personal business days may be taken for any reason, but a leave request form must be completed at least three school days prior to the date of such leave. Personal business days prior to or immediately following non-work days must receive prior written approval by the Superintendent/Designee in order to be authorized. Unit members shall be notified of approval/denial within two (2) days after submitting personal business leave form.
- 8.4.3 The number of employees on personal business leave may not exceed ten percent (10%) of the employees at any work site who are covered by this Agreement.

8.3.4.1 Requests for personal business leave shall not be denied for arbitrary, capricious or punitive reasons. The Superintendent/Designee may grant additional personal business days.

## **8.5 Personal Leave for a Child's School Activities**

8.5.1 Any employee who is a parent, guardian or grandparent having custody of one or more children in grades K-12, or attending a licensed day care facility, may use up to 40 hours of personal leave, vacation or compensatory time off each school year in order to participate in school or day care activities. Such leave shall not exceed eight hours in any month of the school year, and the employee shall give reasonable advance notice of the absence. (Labor Code 230.8)

8.5.2 If both parents of a child are employed at the same work site, this leave shall be allowed for the first parent who applies; the Superintendent or designee may grant simultaneous absence by the second parent.

## **8.6 Bereavement Leave**

8.6.1 A unit member shall be entitled to a maximum of five (5) days leave of absence without loss of salary or deduction of accrued leave on account of the death of any member of his/her immediate family.

8.6.2 For the purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse or domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any person living in the immediate household of the employee. (Includes step-relations).

## **8.7 Leave for Pregnancy Disability**

8.7.1 Unit members are entitled to use sick leave as set forth in 8.2.1 & 8.2.3 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed shall be determined by the unit member and the unit member's physician; however, the District management may require a verification of the extent of disability through physical examination of the employee by a physician appointed by the District.

- 8.7.2 Unit members are entitled to leave without pay for disabilities because of pregnancy miscarriage, childbirth, or recovery there from as set forth in Board Policy and Administrative Regulation 4161.8. The date on which the employee shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed by the District.
- 8.7.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

## **8.8 Leave Without Pay for Child-Bearing Preparation & Child Rearing**

- 8.8.1 Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and for child rearing.
- 8.8.2 The unit member shall request such leave as soon as practicable, but under no circumstance less than thirty (30) work days prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.
- 8.8.3 The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the district.
- 8.8.4 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on the last contractual day in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.
- 8.8.5 The unit member is not entitled to the use of any accrued sick leave or other paid leave while such employee is on childbearing or child rearing. In addition, no person shall be entitled to compensation, increment, or the accrual of seniority for lay-off or reduction in force purposes, nor shall the time taken on parental leave count toward credit for probationary teachers in earning tenure status.
- 8.8.6 If a teacher is on leave for childbearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment of a unit position. If there is a vacancy for which a unit member is qualified, the District will assign the teacher to a position as soon as practicable.

## **8.9 Industrial Accident Leave**

- 8.9.1 Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 13469.1 for personal injury that has qualified for worker's compensation under the provisions of the Western Riverside County Self-Insurance Program for Employees.
- 8.9.2 Such leave shall not exceed sixty (60) days during which the school of the district is required to be in session or when the employee would otherwise have been performing work for the district in any one fiscal year for the same industrial accident.
- 8.9.3 The District has the right to have the unit member be examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.
- 8.9.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the district any wage loss benefit check from the Western Riverside County Self-Insurance Program, which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary, had there been no industrial accident or illness. If the unit member fails to endorse to the district any wage loss disability, indemnity check received on account of the industrial accident or illness as provided above, the district shall deduct from the unit member's salary warrant, the amount of such disability indemnity actually paid to and retained by the unit member.

## **8.10 Judicial Leave**

- 8.10.1 Unit members will be provided leaves for regularly called jury duty and to appear as a witness in court other than as a litigant, for reasons not brought about through the convenience or misconduct of the unit member. The unit member shall submit a written request for an approved absence no less than ten (10) days prior to the beginning date of the leave or as a witness.
- 8.10.2 The unit member, while serving on jury duty, will receive pay in the amount of the difference between the unit member's regular earnings and any amount received for jury service.

## 8.11 Other Leaves Without Pay

8.11.1 Upon recommendation of the Superintendent and approval by the Board of Trustees, leave without compensation, increment, seniority or tenure credit, may be granted for a period of one school year.-

8.11.2 The application for and granting of such leaves of absence shall be in writing. In addition, a unit member on such leave shall notify the District Personnel Office by March 15, as to intent to return to employment in the District. Failure to notify will be considered an abandonment of position.

## 8.12 Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) Leave

8.12.1 The District will grant unpaid family and medical leave to eligible bargaining unit employees in accordance with the provisions of and regulations governing the Federal Family and Medical Leave Act of 1993 (P.L. 103-3), and California's Family Rights Act (Government Code Section 12945.1 & 2) as set forth in Board Policy and Regulation 4161.8.

8.12.2 In addition to the unpaid leaves described above, unit members shall be entitled to all additional leaves as required by law.

## 8.13 Domestic Partnership

8.13.1 Domestic partners of unit members who meet the criteria specified by Family Code section 297 and who file the appropriate Declaration of Domestic Partnership with the Secretary of State shall be afforded all legal rights as it relates to leaves and benefits.

## ARTICLE IX - HOURS

9.1 During the term of this Agreement, the regular duty days per school year for unit members shall be as follows:

9.1.1 First year **probationary teachers** with full time assignments - 185 duty days.

9.1.1.1 All probationary teachers hired by the District that do not already hold a **CLAD certificate** shall attend all necessary classes to attain the CLAD certificate prior to February 1 of the second year of service unless extended by the Superintendent or designee.

9.1.2 **School counselors** with full time assignments —189 duty days

9.1.3 All other unit members with full time assignments - 184 duty days.

- 9.2 The lunch period shall be 45 minutes, consisting of 30 continuous duty free minutes and 15 minutes of lunch time to be used at the discretion of the Principal (i.e. emergency conditions such as noon supervision in the absence of supervisors) except on minimum days when the lunch period shall be 30 continuous duty free minutes.
- 9.2.1 The lunch period shall be 45 minutes, consisting of 30 continuous duty free minutes and 15 minutes of lunch time to be used at the discretion of the Principal (i.e. emergency conditions such as noon supervision in the absence of supervisors) except on minimum days when the lunch period shall be 30 continuous duty free minutes.
- 9.2.2 Unit members at the preschool, middle school and high school level shall have a minimum of 30 continuous minutes duty free for lunch.
- 9.3 The school calendar shall be developed with recommendations from the staff.
- 9.4 Staff meetings may be called by the principal and shall not exceed a total of sixty (60) minutes per week. Staff meetings may be scheduled during the regular workday, before student class time or immediately after class dismissal. One meeting per month may be extended forty (40) minutes beyond the workday, but in no case shall exceed the sixty (60) minutes per week limitation. An agenda with at least one (1) day's advance notice shall be given unit members. In an emergency, the principal may call meetings when needed.
- 9.5 The length of the workday for certificated employees shall not be more than 7.5 hours including lunch. The hours of duty defined in this article are minimum and additional hours of service may be necessary occasionally to complete the day's tasks or to meet other professional requirements as determined by the employee's site administrator.
- 9.6 Unit members shall be on the work site 7.5 hours including lunch in compliance with the work schedule developed by the site administrator; except to attend meetings, workshops, or courses approved by the site administrator unless otherwise agreed.
- 9.7 Unit members in grades K-12 may be required to attend and participate in three (3) nightly events or programs annually as determined by the site administrator. On those days when unit members are required to return for evening meetings or programs, the unit members will be permitted to leave at the end of their students' instruction day unless there is a parent/student urgency.

- 9.7.1 The District will not assign a teacher in grades 6-12 more than three (3) different preparations per day, unless the District program for student needs necessitates such an assignment. Upon request, the unit member(s) shall have a conference with the site administrator prior to making such assignment final.
- 9.8 A unit member who is hired for fewer hours than the total included in a regular workday shall be a part time employee and shall be compensated at the same ratio the employee's regular daily work-hours bear to the total included in the regular workday, as determined at the time of hire or upon modification of the employee's contract.
- 9.9 Unit members who agree to perform **extra duties** shall be compensated as per the attached stipend schedule (See Appendix B).
- 9.9.1 Compensation for extra-duty assignments offered on an hourly basis shall be paid at the rate of \$35.00 per hour. Extra-duty assignments that include direct instruction to students shall receive one hour of paid preparation time for every five hours of instruction.
- 9.9.2 Unit members who agree to supervise students on activities that involve overnight supervision shall be granted one day of compensatory time off (without penalty to the unit member's accrued sick leave.) Whenever possible, the unit member and the site supervisor shall consult to determine a compensatory time off date that is mutually convenient.
- 9.10 Unit Members in grades 6-12 shall have no less than one (1) conference/preparation period per day during the term of this contract. All grade 6-12 Unit Members shall be assigned a preparation period equal in length of time to an instructional period. Unit members in grades K-5 shall have collaboration/preparation time equal to fifty (50) consecutive minutes per day except on minimum, modified or School improvement Days.
- 9.11 No Unit Member will be required to teach during his/her preparation period. If a unit member at the middle/high school agrees to substitute during a preparation period, he/she shall be compensated at \$35.00 for the period substitution.
- Special Education teachers, Speech Therapists, Psychologists, and Nurses shall not be required to substitute.-
- 9.12 At this time the district operates both full and half-day kindergarten programs. The following language describes working conditions for full day kindergarten assignments operating in the Nuview Union School District.

- 9.12.1 A full-day kindergarten assignment shall consist of a single group of students, and the same number of hours, breaks, lunch and prep time as first grade teachers.
- 9.12.2 Full-day kindergarten assignments shall be posted and filled consistent with procedures outlined in Article VI.
- 9.12.3 The District shall provide full-day kindergarten teachers with the same number of hours of classroom support from other district employees as two half-day kindergarten teachers.
- 9.12.4 The District shall make every effort to provide full-day classroom teachers with facilities comparable to half-day kindergarten classrooms. It is recognized that this may be difficult given the constraints of current facility configuration.

## **ARTICLE X – EVALUATION**

- 10.1.1 Every first and second year probationary unit member shall have a minimum of two formal observations and a summative evaluation by no later than March 1 of each year. District management shall perform a minimum of two formal observations and a summative evaluation of tenured members no less than once every two years and no later than 30 days prior to the end of the school year. The evaluator and the evaluatee, during the initial meeting, jointly determine the time and number of scheduled formal observations no later than October 10 of the evaluation period. Unit members who have completed three years of teaching in the District and who have met all the standards on their last formal evaluation, may opt to participate in the Option II Evaluation Model in accordance with the Standard Based Evaluation Process attached to this Agreement. Participation is contingent upon mutual agreement between the evaluator and the unit member.
- 10.2 The evaluator may become aware quite early in the school year of performance that is unsatisfactory or requires improvement. In such cases, counseling, assistance, and specific suggestions for improvement shall be provided and subsequent classroom observations shall be scheduled to determine progress. The unit member shall be kept informed of progress made and the results of any such interim observations.
- 10.3 The evaluator shall be the unit member's principal or assistant principal or, with mutual consent of the parties, any other qualified management employee. Unit members may request another qualified management member to conduct a formal observation and/or summative evaluation with the consent of the District.
- 10.4 Those unit members who are regularly scheduled to be evaluated will be so notified by the appropriate management person no later than October 10 of each school year. Such notice will contain a brief explanation as to the procedures for

evaluation. All unit members shall be observed and evaluated in relation to the following criteria:

- (1) Progress of each pupil assigned to the unit member toward standards of expected pupil outcomes, as jointly developed by the District and bargaining unit members.
  - (2) Instructional techniques and strategies used by the unit member.
  - (3) Adherence to curricular objectives.
  - (4) Establishment and maintenance of a suitable learning environment.
  - (5) Performance of non-instructional and supervisory duties.
- 10.5 A Formal Observation Conference Summary shall be provided to the unit member during a post observation conference, which shall take place within five (5) working days of each formal observation. An Evaluation Summative Form shall be provided no later than thirty (30) days before the last school day in that summative evaluation year.
- 10.6 The unit member shall have the right to initiate a written reaction or response to the evaluation. The unit member must sign the evaluation form signifying only that the unit member has read the document, and has been provided the opportunity of attaching a written response, which shall become a permanent attachment to the employee's personnel file.
- 10.7 The site administrator may maintain a working file. Employees may examine the working file at the site if it does not interfere with their normal teaching day.
- 10.8 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine materials in his/her personnel file. Copies of said materials may be obtained at the Association or unit member's expense.
- 10.9 Access to personnel files shall be limited to members of the State, County, and the District Administration on a need-to-know basis. Board of Education members may request the review of a teacher's file at an executive session for the entire (quorum) Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
- 10.10 Negative or derogatory material concerning the unit member which occurred more than four (4) years prior to the date of notice of intent to dismiss or suspend shall not be used as a basis for disciplinary charges.
- 10.11 The evaluation process and forms, which are found in the Teacher's Evaluation System, are incorporated herein by reference. -

## ARTICLE XI - WAGES

- 11.1 The salary schedule for full time regular unit members during the period of this Agreement is appended hereto. -
- 11.1.1 The district reserves the right to offer additional duty days for which unit members will be paid their regular per diem rate. The unit member reserves the right to accept or reject additional duty day(s).
- 11.1.2 The district also reserves the right to hire unit members at less than full time assignment. Such unit members shall be paid on a pro rata basis.
- 11.1.3 The 2007-2008 salary schedule is attached as Appendix A-1. Extra duty stipends will also be increased by five percent (5%) effective July 1, 2008.
- 11.2 Unit members new to the district will be assigned to the group for which they qualify by reason of degrees, credentials, certificates, units and experience. Six (6) months or more based on a 10-month school year will count as one year of experience.
- 11.3 After initial placement on the salary schedule, a unit member will be moved to a new column when eligible. A unit member must provide official documentation and transcripts prior to being moved to a new column. Requests for movement to a new column (including receipt of official transcripts) made after the 10<sup>th</sup> calendar day in any month will take effect on the next month's paycheck.
- 11.4 Notice of intent to advance to a new column in the subsequent year should be filed in the district office by March 1 of the current school year in order to facilitate district budget planning. Unit members who fail to submit a notice of intent form are still eligible to move to the next column as per 11.3.
- 11.5 In order to be considered for column advancement purposes, all requests for course credits must be in writing and approved by the Superintendent or designee prior to taking the course. No course with a grade below "C" or "Pass" will receive credit.
- 11.6 All course credits, in order to be considered for column advancement purposes, must meet one of the following conditions:
- (1) Directly related to the unit member's teaching assignment.
  - (2) Geared to attainment of a Masters Degree.
  - (3) Geared to a specific credential or certificate as approved by the Superintendent.
- 11.7 All course credit for column advancement must be earned at an accredited institution of higher education. Credits eligible for advancement beyond the Bachelor Degree column must be earned after attainment of the degree.

11.8 Unit members who may be requested to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the current district approved rate. Unit members will submit a request for reimbursement on district mileage allowance forms within thirty (30) days after the approved trip.

## **ARTICLE XII - FRINGE BENEFITS**

12.1 The District will contribute up to a maximum of \$8,472.00 per annum for full time unit members. This amount will be used toward premiums for single or family health insurance and/or a dental plan.

12.2 Eligibility for health and welfare benefits for new employees shall be effective on the first day of the month following the date of hire, if hired between the first and the fifteenth of the month; or, the first day of the month following 30 days of employment, if hired after the fifteenth of the month.

12.3 The District will provide **health and welfare benefits for retirees**, equal to that provided active unit members, for five years or until age sixty-five (65) or until the retiree becomes eligible for Medicare, whichever occurs first.

12.3.1 A unit member must be enrolled in the District's medical plan at the time of retirement and have provided at least fifteen (15) years of service to the District immediately prior to seeking coverage under this benefit.

12.3.2 A unit member must be at least fifty-five (55) years old to qualify for this benefit.

12.3.3 A unit member qualifying for benefits under this section that obtains employment elsewhere which offers medical coverage shall not be eligible for the benefits under this section.

## **ARTICLE XIII - SAFETY CONDITIONS OF EMPLOYMENT**

13.1 The unit member has a responsibility to refer any student to the site administrator who exhibits belligerent behavior or who is open and persistent in his or her defiance of authority of the school personnel, or assault or battery upon a student, upon school premises or while under the authority of school personnel, or continued abuse of school personnel, assault or battery upon school personnel or any threat of force of violence directed toward school personnel.

13.2 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor who will report it to the proper authorities.

13.3 As used in this Article, "in connection with their employment" shall include any voluntary activities (such as field trips) provided that the proper procedures and permission were approved prior to the voluntary activity.

#### **ARTICLE XIV - 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 Association will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet-and-negotiation process, except by mutual Agreement of the District and Association.

#### **ARTICLE XV - EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices 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 with the District.

#### **ARTICLE XVI - LENGTH OF AGREEMENT**

This agreement shall be agreed upon and entered into on July 1, 2007 and effective July 1, 2007 to and including June 30, 2008.

#### **ARTICLE XVII - SAVINGS PROVISION**

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

#### **ARTICLE XVIII - CONCERTED ACTIVITIES**

18.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, 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 Association or by its officer, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

18.2 The Association 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 by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

18.3 It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the District.

- 18.4 It is understood that in the event this article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, in District policy, or by Education Code from any employee and/or the Association.

## **ARTICLE XIX - COMPLETION OF MEET-AND-NEGOTIATION**

- 19.1 During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to, or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the district or the Association at the time they met and negotiated on, and executed this Agreement, and even though such subject or matters were proposed and later withdrawn.-

## **ARTICLE XX - SHARED CONTRACT ASSIGNMENT (JOB SHARING)**

- 20.1 Definition: A shared contract assignment shall refer to two (2) unit members sharing one (1) full-time position and shall be considered as a single teaching assignment.
- 20.2 Pairing: Shared contract assignments shall be filled only by unit members who are tenured and in satisfactory status, are properly credentialed for the proposed assignment, who have jointly agreed to work together, and have fully completed a joint application for a shared contract assignment. Shared contract assignments shall not result in any additional compensation or benefit cost to the District.

### **20.3 Applications and Selection**

20.3.1 Unit members who wish to participate in a shared contract assignment must submit a joint application to the Superintendent or designee for initial processing and review on or before February 1 prior to the year in which job sharing will be requested.

20.3.2 The joint application must contain the following information:

- (1) The names, current position, current assigned location, and current credentials of both of the applicants.
- (2) A statement that the applicants mutually agree to work together under a shared contract assignment.
- (3) The beginning and ending date of the shared contract assignment being requested.
- (4) A description of the subject(s), grades level(s) and proposed location of the shared assignment being requested.

- (5) A detailed description of how the applicants propose to share the assignment.
- (6) Detailed descriptions of how the duties of the assignment will be performed if one or both of the participants are absent during assigned duty hours. Both unexpected short-term and long-term absences must be addressed.

20.3.3 The schedule of work days, work hours, grade level assignment and other responsibilities for each participant shall be established by the principal and the participants based upon the needs of the students and approved by the Superintendent prior to implementation of the program. The same parties must approve any change after implementation of the program.

20.3.4 The District, in its sole discretion, shall determine whether the application will be approved. The District will notify each applicant of its decision no later than March 15 prior to the school year for which the shared contract was requested.

20.3.5 If one participant terminates the shared contract assignment for any reason, the other participant must either go on a full leave of absence for the remainder of the school year or move into full-time employment.

## **20.4 Hours and Responsibilities**

20.4.1 Both participants in a shared contract assignment shall accept full responsibility for the duties and responsibilities of the position, which is being shared. They will meet on a regular basis to establish and maintain clear lines of communication with parent/guardians, develop lesson plans, grading criteria, tests, and to fulfill other responsibilities as required by the District.

20.4.2 Both participants in a shared contract assignment shall be required to attend the first day of school, Open House, Back-to-School Night, parent conferences, grade-level programs, and staff development sessions. Both participants shall attend faculty meetings if requested to do so by the principal; in the event both participants are not required to attend, they will be responsible for sharing the information provided during those meetings.

## **20.5 Salary, Benefits, Leaves, Absences, and Evaluations**

20.5.1 Each participant in a shared contract assignment shall receive the proportion of salary which corresponds to the proportion of the duties assumed by that participant under the shared contract assignment and based upon that individual's placement on the salary schedule.

- 20.5.2 Each participant in a shared contract assignment may be required to participate in the District's health and welfare plan, if required to do so by the insurance carrier. Each participant will receive the proportion of the District's contribution toward health benefits which corresponds to the proportion of the duties assumed by that participant under the shared contract assignment, based upon the District's contribution had the participant been a full-time employee. The unit members shall have the option to allow one job share partner to receive all benefits, less the cost of dental insurance, for both members. A unit member who waives health and welfare benefits shall furnish proof of alternate medical insurance coverage.
- 20.5.3 The District's contribution to the retirement system shall be in the same proportion as the proportion of the duties assumed by the participant under the shared contract assignment.
- 20.5.4 Each participant in a shared contract assignment shall receive pro-rated salary schedule step increment credit provided he/she renders service for seventy-five percent (75%) of the time required by the shared contract agreement. A participant will advance one (1) step on the salary schedule at the beginning of the school year, provided he/she has accrued a full year of credit under this paragraph.
- 20.5.5 The participants in a shared contract assignment shall share any preparation period time which would normally be required for one (1) full-time equivalent position, in proportion to the duties assumed under the shared contract agreement or as otherwise indicated in the agreement.
- 20.5.6 Participants in a shared contract assignment shall accrue sick leave and other leave benefits in the same proportion as the proportion of duties assumed under the shared contract. Workers' Compensation shall be paid on the employee's actual salary.
- 20.5.7 Each participant in a shared contract assignment may, at the District's discretion, be evaluated each school year of such an assignment under the provisions of Article X of the collective bargaining agreement.

## **20.6 Renewal, Review, and Return to a Full-Time Position**

- 20.6.1 Participants who wish to renew a shared contract assignment must submit an application and be approved by the District in accord with Section 20.3.1 of this Article.
- 20.6.2 A shared contract assignment previously approved may be terminated at the end of the first (1<sup>st</sup>) trimester at the District's sole discretion. If the District terminates a shared contract assignment under this section, the District shall notify the participants of this decision and the reasons for it, in writing, no later than fifteen (15) days prior to the end of that trimester. If the shared

contract assignment is terminated under this paragraph, the District will either (a) return one or both participants to a regular full-time position(s) if a vacancy(ies) exist for which the participant(s) are credentialed, or (b) give the participant(s) such assignment as the District deems appropriate in the pro rata share established under the shared contract Agreement for the remainder of the school year.

20.6.3 At the end of the school year, and unless a new shared contract assignment has been approved, the District will return each participant to a full-time assignment in a position which the participant is credentialed to perform, subject to statutory and/or contractual procedures. Return to full-time status does not guarantee placement at any specific site or assignment.

## **20.7 District Discretion.**

20.7.1 The determination to approve or disapprove a shared contract application and agreement, the provisions required by the District to be included in the shared contract agreement, and the determination to terminate a shared contract assignment, shall be in the District's sole discretion and shall not be subject to the grievance procedure.

Nuview Union School District  
 Certificated Salary Schedule  
 2009 - 2010

<b>007 INTERN</b>		<b>CRED/BA BA + 15</b>	<b>BA + 30</b>	<b>BA + 45 MA</b>	<b>BA + 60 MA-15</b>	<b>BA + 75 W/MA MA + 30</b>
<b>\$40,446</b> \$4,044.60	<b>1</b>	<b>43,994</b> 4,399.40	<b>45,533</b> 4,553.30	<b>47,125</b> 4,712.50	<b>48,776</b> 4,877.60	<b>51,169</b> 5,116.90
	<b>2</b>	<b>45,533</b> 4,553.30	<b>47,125</b> 4,712.50	<b>48,776</b> 4,877.60	<b>50,483</b> 5,048.30	<b>52,875</b> 5,287.50
	<b>3</b>	<b>47,125</b> 4,712.50	<b>48,776</b> 4,877.60	<b>50,483</b> 5,048.30	<b>52,251</b> 5,225.10	<b>54,643</b> 5,464.30
	<b>4</b>	<b>48,776</b> 4,877.60	<b>50,483</b> 5,048.30	<b>52,251</b> 5,225.10	<b>54,077</b> 5,407.70	<b>56,472</b> 5,647.20
	<b>5</b>	<b>50,483</b> 5,048.30	<b>52,251</b> 5,225.10	<b>54,077</b> 5,407.70	<b>55,971</b> 5,597.10	<b>58,363</b> 5,836.30
	<b>6</b>		<b>54,077</b> 5,407.70	<b>55,971</b> 5,597.10	<b>57,927</b> 5,792.70	<b>60,319</b> 6,031.90
	<b>7</b>		<b>55,971</b> 5,597.10	<b>57,927</b> 5,792.70	<b>59,956</b> 5,995.60	<b>62,348</b> 6,234.80
	<b>8</b>		<b>57,927</b> 5,792.70	<b>59,956</b> 5,995.60	<b>62,057</b> 6,205.70	<b>64,449</b> 6,444.90
	<b>9</b>		<b>59,956</b> 5,995.60	<b>62,057</b> 6,205.70	<b>64,228</b> 6,422.80	<b>66,621</b> 6,662.10
	<b>10</b>		<b>62,057</b> 6,205.70 <small>Do not go below line</small>	<b>64,228</b> 6,422.80 <small>Do not go below line</small>	<b>66,474</b> 6,647.40	<b>68,867</b> 6,886.70
	<b>11</b>		<b>64,228</b> 6,422.80	<b>66,474</b> 6,647.40	<b>68,802</b> 6,880.20	<b>71,196</b> 7,119.60
	<b>12</b>		<b>66,474</b> 6,647.40	<b>68,802</b> 6,880.20	<b>71,210</b> 7,121.00	<b>73,605</b> 7,360.50
	<b>13</b>			<b>71,210</b> 7,121.00	<b>73,704</b> 7,370.40	<b>76,097</b> 7,609.60
	<b>14</b>				<b>76,280</b> 7,628.00	<b>78,675</b> 7,867.40
	<b>17</b>				<b>78,953</b> 7,895.30	<b>81,345</b> 8,134.50
	<b>20</b>				<b>81,716</b> 8,171.60	<b>84,108</b> 8,410.80
	<b>23</b>				<b>84,576</b> 8,457.60	<b>86,968</b> 8,696.80

Appendix B  
Reflecting 5% increase

Extra Duty Compensation

Position	Elementary	Middle School	High School
District Program Coordinator (ELD, SPED, AVID, Work Experience)	\$2205	\$2205	\$2205
Site Program Chair (ELD, SPED, AVID)	\$1323	\$1323	\$1323
Student Study Team/	\$1323	\$1323	\$1323
Site testing/ Safety Coordinator	\$555	\$555	\$555
BTSA/ Master teacher	\$2000 (\$2205)	\$2000 (\$2205)	\$2000 (\$2205)
Staff Developer	\$1323	\$1323	\$1323
Department Chair/ Site team leaders	\$555	\$555	\$555
Club Advisor (ASB sanctioned)/ NHS/CSF	\$275	\$275	\$555
Yearbook/ Newspaper	\$441	\$1102.50	\$2205
Athletic Director			\$3310
Coach (per sport)	\$390	\$390	\$555
ASB Coordinator/Leadership	\$441	\$1655	\$3310
Music/Theater Director		\$1105	\$2205
Special Events (Spelling bee, Science fair, Geography bee, Choir, choir/ drama performances, Variety show)	\$200	\$200	\$200
Site Web-Master	\$275	\$275	\$275
Class Advisor (Freshmen/ Sophomore)	NA	NA	\$700
Class Advisor (Junior/ Senior)	NA	NA	\$1323
After hours (beyond 9.7 requirements)	\$35 hr	\$35 hr	\$35 hr

**NUVIEW UNION SCHOOL DISTRICT**

**Application and Agreement for  
Shared Contract Assignment**

**Current Assignment:**

Teacher Name	School	Grade	Credential(s)	No. Yrs in NUSD

**Proposed Assignment:**

School	Grade	Year

**Please respond to the following questions (use additional paper as needed).**

- Statement of application
- Advantages to the students will be:
- Advantages to the instructional program will be:
- Advantages to the school site will be:
- Advantages to the partners will be:
- Describe how the applicants propose to share the assignment (Include a description of the proposed model (AM/PM, alternate days, etc.), subjects taught, attendance at site meetings, staff in-services, parent conferences, etc.):
- Describe how the duties of the assignment will be performed if one or both participants are absent during assigned duty hours (Include both short- and long-term absences):

- Schedule of work days, work hours, grade level assignment and other responsibilities for each participant:

_____ Participant's Signature	_____ Date
_____ Participant's Signature	_____ Date

I have read the above proposal and the conditions for a shared contract assignment and I agree to supervise the program at my school for the \_\_\_\_\_ school year.

_____ Principal's Signature	_____ Date
--------------------------------	---------------

- Approved
- Disapproved

_____ Superintendent's Signature	_____ Date
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# Nuview Union School District

## Request for Voluntary Transfer and /or Reassignment Form

(This request will be kept on file for one school year.)

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Mailing Address

\_\_\_\_\_  
Current Grade Level/Subject

\_\_\_\_\_  
Current Site

I request a voluntary transfer and/or reassignment to \_\_\_\_\_ grade level at  
\_\_\_\_\_ School.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Distribution:                      Personnel                      Principal                      Employee

**NUVIEW UNION SCHOOL DISTRICT**  
**NUVIEW DISTRICT TEACHERS ASSOCIATION**

**OVERVIEW:**

**STANDARDS BASED EVALUATION PROCESS**

California's Peer Assistance and Review (PAR) program provides an opportunity for educators to add value and meaning to the teacher evaluation process. The evaluation process described in the attached pages is a standards-based, evaluation/staff development process that makes use of the many talents demonstrated by the District's outstanding teachers.

The Standards referred to in the following evaluation process are the California Standards for the Teaching Profession. These Standards, included in this packet, describe the professional qualities and behaviors expected of all educators in the Nuvview Union School District.

The evaluation process is designed to assist the Unit Member in monitoring and/or improving his/her performance and to acknowledge individual strengths. This can best be achieved in a supportive, cooperative atmosphere. Ongoing, informal classroom visits by the site administrator throughout the year will foster this atmosphere, and will compliment formal classroom observations. The expectation is that administrators will devote as much time as needed to support Unit Members in their professional development.

All temporary, probationary, and permanent Unit Members will be evaluated pursuant to legal requirements using the process described in Option 1. In addition, permanent Unit Members may elect to be evaluated under Option 2, which is available to permanent Unit Members who have: A) completed at least three years of teaching in the district and, B) have met the Standards during their prior formal evaluation period.

## OPTION 1 EVALUATION MODEL

The primary focus of the Option 1 Evaluation Model shall be coaching, support and feedback related to the Standards. Non-permanent Unit Members shall be evaluated each year, as required by law, in order to determine whether or not the individual is meeting District standards. Permanent Unit Members shall be evaluated at least once every two years, and will be evaluated annually if they are working under an improvement plan.

### Goal Setting

The Unit Member shall write a personal plan to address each of the six California Standards for the Teaching Profession. This plan, and the observable evidence and artifacts of the plan's implementation, shall become the basis for the observation/evaluation process. *The personal plan shall be submitted to the Site Administrator within 45 days after the first student day of the school year. Within 5 days, the Site Administrator and the Unit Member shall conduct a meeting to review and approve the personal plans.*

### Observations

For Unit Members in years 1-2 of their employment in the District, there shall be a minimum of three formal observations throughout the year. In evaluation years 4 and beyond, a minimum of two formal observations shall be conducted. The following sequence of steps shall be followed:

1. A pre-observation meeting shall be held with the evaluator. The teacher's plan for the observed lesson shall be discussed.
2. The evaluator shall conduct a formal observation of at least 20 continuous minutes.
3. No later than 10 working days following the observation, the evaluator shall furnish the Unit Member with a written summary. A meeting to discuss this summary is not required, but may be requested by the Unit Member or the evaluator.

Observation feedback will be centered around, but not limited to, the Standards. The evaluator shall offer coaching, support, commendations and/or assistance as needed.

### Summative Evaluation

By March 1<sup>st</sup> for probationary teachers, or May 1<sup>st</sup> for permanent teachers of the evaluation year, all required observations and evaluations should be completed. If more than two elements out of any one of the six Standards for the Teaching Profession are not met satisfactorily the Unit Member shall be placed in PAR or on an improvement plan.

## OPTION 2 EVALUATION MODEL

Teachers who have completed three years of experience in the District, and who have met all of the Standards on their last formal evaluation, may opt to participate in the Option 2 Evaluation Model. The primary focus of the Option 2 Evaluation Model shall be supporting the initiative and ongoing reflective growth of the Unit Member.

### Goal Setting

The Unit Member shall write a personal plan based upon the California Standards for the Teaching Profession. The plan will include the Unit Member's strategies for documenting the achievement of the plan's elements. *The personal plan, including the Unit Member's strategies to provide evidence of compliance with the Standards, shall be submitted to the Site Administrator within 45 days after the first student day of the school year. Within 5 working days after the plan is submitted, the Site Administrator and the Unit Member shall conduct a meeting to review and approve the personal plan.*

### Observations/Documentation of Meeting Standards

The Option 2 Evaluation Model does not require that formal observations take place. The Unit Member's personal plan may, however, request observation and feedback from the evaluator.

There are numerous alternative means of demonstrating that the Standards have been met. The following list suggests some possible strategies:

- Videotape or audiotape archives of classroom instruction;
- A self-rating form mutually agreed upon by the Unit Member and the evaluator;
- A teacher-maintained journal reflecting on activities designed to address the Standards;
- Teacher-maintained portfolios of lesson plans, student products, assessment information, etc.;
- Other methods as agreed to by the Unit Member and the Evaluator.

## Summative Evaluation

By May 1<sup>st</sup> of the evaluation year, the Unit Member shall complete a Self-Evaluation Report describing the Unit Member's successes and challenges in meeting the elements of the personal plan. The Self-Evaluation Report's information shall be the primary basis for the summative evaluation.

## OPTION I

### PERSONAL PLAN TO ADDRESS THE CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

#### Engaging and Supporting All Students in Learning

- 1.1 Connecting students' prior knowledge, life experience, and interests with learning goals.
- 1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs.
- 1.3 Facilitating learning experiences that promote autonomy, interaction and choice.
- 1.4 Engaging students in problem-solving, critical thinking and other activities that make subject matter meaningful.
- 1.5 Promoting self-directed, reflective learning for all students.

#### Personal Plan to Address Standard 1

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

- 2.1 Creating a physical environment that engages all students.
- 2.2 Establishing a climate that promotes fairness and respect.
- 2.3 Promoting social development and group responsibility.
- 2.4 Establishing and maintaining Standards for student behavior.
- 2.5 Planning and implementing classroom procedures and routines that support student learning.
- 2.6 Using instructional time effectively.

#### Personal Plan to Address Standard 2

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

- 3.1 Demonstrating knowledge of subject matter content and student development.
- 3.2 Organizing curriculum to support student understanding of subject matter.
- 3.3 Interrelating ideas and information within and across subject matter areas.
- 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter.
- 3.5 Using materials, resources, and technologies to make subject matter accessible to students.

#### Personal Plan to Address Standard 3

## OPTION I

### PERSONAL PLAN TO ADDRESS THE CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

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

- 4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs.
- 4.2 Establishing and articulating goals for student learning.
- 4.3 Developing and sequencing instructional activities and materials for student learning.
- 4.4 Modifying instructional plans to adjust for student needs.

#### Personal Plan to Address Standard 4

#### Assessing Student Learning

- 5.1 Establishing and communicating learning goals for all students.
- 5.2 Collecting and using multiple sources of information to assess student learning.
- 5.3 Involving and guiding all students in assessing their own learning.
- 5.4 Using the results of assessments to guide instruction.
- 5.5 Communicating with students, families and other audiences about student progress.
- 5.6 Evidence of student achievement towards meeting grade level Standards on District assessments.

#### Personal Plan to Address Standard 5

#### Developing as a Professional Educator

- 6.1 Reflecting on teaching practice and planning professional development.
- 6.2 Establishing professional goals and pursuing opportunities to grow professionally.
- 6.3 Working with communities to improve professional practice.
- 6.4 Working with families to improve professional practice.
- 6.5 Working with colleagues to improve professional practice.
- 6.6 Complies with District established rules, regulations, policies, contracts and laws.

#### Personal Plan to Address Standard 6

**NUVIEW UNION SCHOOL DISTRICT  
TEACHER PERFORMANCE EVALUATION**

**OPTION I ONLY**

Employee's Name: \_\_\_\_\_ Site/Assignment: \_\_\_\_\_

Permanent/Probationary (circle one)    Initial Conference Date: \_\_\_\_\_    Final Conference Date: \_\_\_\_\_

RATINGS: 1: Does not meet standards    2: Meets or exceeds standards    3: Not observed

<b>TEACHING STANDARD 1</b>		<b>1</b>	<b>2</b>	<b>3</b>
ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING (assessed by one or more of the following; reflection, observation, documentation or conferences).				
ELEMENTS	1.1 Connecting students' prior knowledge, life experience and interests with learning goals.			
	1.2 Using a variety of instructional strategies and resources to respond to student's diverse needs.			
	1.3 Facilitating learning experiences that promote autonomy, interaction and choice.			
	1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.			
	1.5 Promoting self-directed, reflective learning for all students.			
COMMENTS, RECOMMENDATIONS, COMMENDATIONS				
<b>TEACHING STANDARD 2</b>		<b>1</b>	<b>2</b>	<b>3</b>
CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).				
ELEMENTS	2.1 Creating a physical environment			
	2.2 Establishing a climate that promotes fairness and respect.			
	2.3 Promoting social development and group responsibility.			
	2.4 Establishing and maintaining standards for student behavior.			
	2.5 Planning and implementing classroom procedures and routines that support student learning.			
	2.6 Using instructional time effectively.			
COMMENTS, RECOMMENDATIONS, COMMENDATIONS				

**NUVIEW UNION SCHOOL DISTRICT  
TEACHER PERFORMANCE EVALUATION**

<b>TEACHING STANDARD 3</b>		<b>1</b>	<b>2</b>	<b>3</b>
UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).				
<b>ELEMENTS</b>	3.1 Demonstrating knowledge of subject matter content and student development.			
	3.2 Organizing curriculum to support student understanding of the subject matter.			
	3.3 Interrelating ideas and information within and across subject matter areas.			
	3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter.			
	3.5 Using materials, resources and technologies to make subject matter accessible to students.			
COMMENTS, RECOMMENDATIONS, COMMENDATIONS				
<b>TEACHING STANDARD 4</b>		<b>1</b>	<b>2</b>	<b>3</b>
PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS (assessed by one or more of the following: reflection, observation, documentation or conferences).				
<b>ELEMENTS</b>	4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs.			
	4.2 Establishing and articulating goals for student learning.			
	4.3 Developing and sequencing instructional activities and materials for student learning.			
	4.4 Designing short-term and long-term plans to foster student learning.			
	4.5 Modifying instructional plans to adjust for student needs.			
COMMENTS, RECOMMENDATIONS, COMMENDATIONS				

**NUVIEW UNION SCHOOL DISTRICT  
TEACHER PERFORMANCE EVALUATION**

<b>TEACHING STANDARD 5</b>		<b>1</b>	<b>2</b>	<b>3</b>
ASSESSING STUDENT LEARNING (assessed by one or more of the following: reflection, observation, documentation or conferences).				
<b>ELEMENTS</b>	5.1 Establishing and communicating learning goals for all students.			
	5.2 Collecting and using multiple sources of information to assess student learning.			
	5.3 Involving and guiding all students in assessing their own learning.			
	5.4 Using the results of assessments to guide instruction.			
	5.5 Communicating with students, families and other audiences about student progress.			
	5.6 Evidence of achievement towards meeting grade level standards on district assessments.			
COMMENTS, RECOMMENDATIONS, COMMENDATIONS				
<b>TEACHING STANDARD 6</b>		<b>1</b>	<b>2</b>	<b>3</b>
DEVELOPING AS A PROFESSIONAL EDUCATOR (assessed by one or more of the following: reflection, observation, documentation or conferences).				
<b>ELEMENTS</b>	6.1 Reflecting on teaching practice and planning professional development.			
	6.2 Establishing professional goals and pursuing opportunities to grow professionally.			
	6.3 Working with communities to improve professional practice.			
	6.4 Working with families to improve professional practice.			
	6.5 Working with colleagues to improve professional practice.			
	6.6 Complies with district established rules, regulations, policies, contracts and laws.			
COMMENTS, RECOMMENDATIONS, COMMENDATIONS				

**NUVIEW UNION SCHOOL DISTRICT  
FINAL SUMMATIVE**

<b>OVERALL EVALUATION:</b>  <input type="checkbox"/> 1. Does not meet Standards <input type="checkbox"/> 2. Meets or Exceeds Standards	<b>Probationary Members</b>	<b>Permanent Members</b>
	<input type="checkbox"/> 1. Retain <input type="checkbox"/> 2. Do not retain <input type="checkbox"/> 3. Improvement Plan Required	<input type="checkbox"/> 1. Satisfactory <input type="checkbox"/> 2. Refer to PAR
<b>EVALUATOR COMMENTS AND FUTURE STANDARDS:</b>		

\_\_\_\_\_  
Evaluatee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

Evaluatee's signature does not indicate agreement or disagreement with the evaluation.

## SELF-RATING ASSESSMENT SCALE

### **TEACHING STANDARD #1: DESCRIPTION OF PRACTICE FOR ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING**

<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>EXEMPLIFIES OR EXCEEDS STANDARDS</b>
1.1 <i>Connecting student's prior knowledge, life experience, and interests with learning goals.</i>	The teacher makes no connections between the learning goals and the students' prior knowledge, life experiences, and interests. The teacher does not elicit student questions or comments during a lesson.	The teacher facilitates as students connect and apply their prior knowledge, life experiences, and interests to new learning and the achievement of learning goals. The teacher builds on students' questions and comments during lessons to modify instruction.
1.2 <i>Using a variety of instructional strategies to respond to students' diverse needs.</i>	The teacher uses instructional strategies, but they lack variety, are poorly carried out, or are inappropriate to the student or to the instructional goals. No adjustments are made to respond to students' needs.	The teacher makes skillful use of a wide repertoire of instructional strategies to engage all students in learning, making adjustments while teaching to respond to students' needs.
1.3 <i>Facilitating learning experiences that promote autonomy, interaction, and choice.</i>	Learning experiences are directed by the teacher permitting no student autonomy, interaction, or choice.	Learning experiences are facilitated by the teacher and students to promote and support a variety of constructive interactions, autonomy, and choice in the pursuit of significant learning.
1.4 <i>Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.</i>	No learning opportunities are provided for students to engage in problem solving, analysis, or inquiry within or across subject matter areas.	Learning opportunities are provided that extend student thinking, and engage and support all students in problem posing, problem solving, inquiry, and analysis of subject matter concepts and questions within or across subject matter areas.
1.5 <i>Promoting self-directed, reflective learning for all students.</i>	No opportunities are provided for students to initiate their own learning or to monitor their own work.	Students take initiative for their own learning, and reflect on, talk about, and evaluate their own work with peers.

## SELF-RATING ASSESSMENT SCALE

### **TEACHING STANDARD #2: DESCRIPTION OF PRACTICE FOR CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>EXEMPLIFIES OR EXCEEDS STANDARDS</b>
2.1 <i>Creating a physical environment that engages all students.</i>	The physical environment does not support student learning. There are one or more safety hazards, and materials are difficult to access when needed.	The arrangement of the physical environment ensures safety and accessibility, and facilitates constructive interaction and purposeful engagement for all students in learning activities.
2.2 <i>Establishing a climate that promotes fairness and respect.</i>	The classroom climate is characterized by unfairness or disrespect, either between the teacher and the students or among students. Students are unwilling to take risks. Teacher response to inappropriate behaviors is unfair or inequitable.	Students ensure that a climate of equity, caring, and respect is maintained in the classroom, and students take risks and are creative. The pattern of teacher response to inappropriate behavior is fair and equitable.
2.3 <i>Promoting social development and group responsibility.</i>	Students' social development, self-esteem, and diversity are not supported, and students have no sense of responsibility for each other.	Students work independently and collaboratively and maintain a classroom community in which they respect each other's differences, assume leadership, and are responsible for themselves and their peers.
2.4 <i>Establishing and maintaining standards for student behavior.</i>	No standards for behavior appear to have been established, or students are confused about what the standards are.	Students and teacher develop standards for behavior together, and students are responsible for helping each other maintain standards.
2.5 <i>Planning and implementing classroom procedures and routines that support student learning.</i>	Classroom procedures and routines have not been established or are not being enforced.	Students and teacher ensure that classroom procedures and routines operate seamlessly and efficiently.
2.6 <i>Using instructional time effectively.</i>	Learning activities are often rushed or too long, and transitions are rough or confusing resulting in a loss of instructional time.	Pacing of the lesson is adjusted as needed to ensure the engagement of all students in learning activities. Transitions are seamless.

## SELF-RATING ASSESSMENT SCALE

### **TEACHING STANDARD #3: DESCRIPTION OF PRACTICE FOR UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>EXEMPLIFIES OR EXCEEDS STANDARDS</b>
3.1 <i>Demonstrating knowledge of subject matter and student development.</i>	The teacher's working knowledge of subject matter and student development is inconsistently evident, does not adequately support students' learning, or may not be current.	The teacher's working knowledge of subject matter and individual students' development incorporates a broad range of perspectives, strongly supports all students' learning, and is current.
3.2 <i>Organizing curriculum to support student understanding of subject matter.</i>	The curriculum is not organized and it rarely demonstrates concepts, themes, and skills; rarely values different perspectives or rarely supports students' understanding of core concepts.	The curriculum is organized and sequenced and demonstrates concepts, themes, and skills, and the relationships between them. It reveals and values a broad range of perspectives, and is organized to ensure that all students develop a deep understanding of core concepts.
3.3 <i>Interrelating ideas and information within and across subject matter areas.</i>	The teacher presents curriculum without identifying or integrating key concepts and information, or does not relate content to previous learning in order to support students' understanding.	The teacher facilitates students as they identify and integrate concepts and information within and across curriculum, relate content to their lives and previous learning, and use this to extend their understanding.
3.4 <i>Developing student understanding through instructional strategies that are appropriate to the subject matter.</i>	Instructional strategies are not appropriately matched to subject matter content or concepts, and do not encourage students to think critically or to extend their knowledge.	A repertoire of instructional strategies are used to make content accessible to all students, to challenge them to think critically and to deepen their knowledge of and enthusiasm for subject matter.
3.5 <i>Using materials, resources, and technologies to make subject matter accessible to students.</i>	Instructional materials, resources and technologies are either not used or used inappropriately. Materials do not accurately reflect diverse perspectives.	A range of instructional materials, resources, and technologies are integrated into the curriculum to extend students' understanding of content and concepts. Materials reflect diverse perspectives.

## SELF-RATING ASSESSMENT SCALE

### **TEACHING STANDARD #4: DESCRIPTION OF PRACTICE FOR PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS**

<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>EXEMPLIFIES OR EXCEEDS STANDARDS</b>
4.1 <i>Drawing on and valuing students' backgrounds, interests, and developmental learning needs.</i>	Instructional plans do not match or reflect students' backgrounds, experiences, interests, and developmental needs, and do not support students' learning.	Instructional plans build on students' backgrounds, experiences, interests, and developmental needs to support all students' learning.
4.2 <i>Establishing and articulating goals for student learning.</i>	Instructional goals are not established or do not address students' language, experience, or home and school expectations. Expectations for students are low.	Short-term and long-term instructional goals are set by teacher and students, and integrate students' language, experience, and home and school expectations. Goals are appropriately challenging for all students and represent valuable learning. Expectations for students are consistently high.
4.3 <i>Developing and sequencing instructional activities and materials for student learning.</i>	Instructional activities and materials are not appropriate to the students, or the instructional goals do not engage students in meaningful learning. Activities are not logically sequenced.	Instructional activities and materials are differentiated to reflect individual students' interests and developmental needs, and engage all students in meaningful learning. Activities support the learning goals and are logically sequenced to clarify content and concepts.
4.4 <i>Designing short-term and long-term plans to foster student learning.</i>	Individual lesson plans have little or no relation to long-term goals, or a unit plan has little recognizable structure.	Long-term plans are highly coherent. Learning sequences are responsive to the needs of individual students and promote understanding of complex concepts.
4.5 <i>Modifying instructional plans to adjust for student needs.</i>	Instructional plans are not modified, in spite of evidence that modifications would improve student learning.	Instructional plans are modified as needed, based on formal and informal assessment and students' suggestions, to ensure deeper conceptual understanding by all students.

## SELF-RATING ASSESSMENT SCALE

### **TEACHING STANDARD #5: DESCRIPTION PRACTICE FOR ASSESSING STUDENT LEARNING**

<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>EXEMPLIFIES OR EXCEEDS STANDARDS</b>
5.1 <i>Establishing and communicating learning goals for all students.</i>	Few or no learning goals are established. Learning goals are not revised or clearly communicated to students or families.	Learning goals are established by the teacher, students, and families; are appropriate to students' needs and the curriculum, and meet district and state expectations. Goals are communicated to all students and families, and are revised as needed.
5.2 <i>Collecting and using multiple sources of information to assess student learning.</i>	The teacher uses no consistent sources of information to assess student learning and/or uses assessment strategies that are not appropriate to students' learning.	The teacher uses a variety of sources to collect information about student learning and a wide range of appropriate assessment strategies and discuss work with peers.
5.3 <i>Involving and guiding all students in assessing their own learning.</i>	The teacher does not encourage students to reflect on or assess their own work.	Ongoing student reflection and self-assessment are integrated into the learning process. Students demonstrate assessment strategies and discuss work with peers.
5.4 <i>Using the results of assessment to guide instruction.</i>	Information about student learning is inappropriately or not used by the teacher to plan, guide, or adjust instruction.	Information from a variety of ongoing assessments is used to plan and modify learning activities, and to support class and individual student needs and achievement. Assessments are used to adjust instruction while teaching in response to student needs.
5.5 <i>Communicating with students, families, and other audiences about student progress.</i>	The teacher provides some information about student learning to students, families, and support personnel, but the information is incomplete or unclear.	Students participate with the teacher to exchange information about their learning with families and support personnel in ways that improve understanding and encourage academic progress.
5.6 <i>Evidence of student achievement towards meeting grade level standards on district assessments.</i>	Students are not making yearly progress towards grade level standards.	Students are demonstrating strong growth toward grade level standards or exceeding yearly progress toward grade level standards.

## SELF-RATING ASSESSMENT SCALE

### **TEACHING STANDARD #6: DESCRIPTION OF PRACTICE FOR DEVELOPING AS A PROFESSIONAL EDUCATOR**

<b>ELEMENT</b>	<b>DOES NOT MEET STANDARDS</b>	<b>EXEMPLIFIES OR EXCEEDS STANDARDS</b>
6.1 <i>Reflecting on teaching practice and planning professional development.</i>	The teacher may reflect on specific problems or areas of concern in his/her teaching practice, but rarely uses reflection to assess growth over time or to plan professional development.	The teacher reflects on his/her teaching practice in relation to student learning and instructional goals, assesses growth over time, and plans professional development based on reflection.
6.2 <i>Establishing professional goals and pursuing opportunities to grow professionally.</i>	Professional goals are not established to guide practice. The teacher rarely pursues opportunities to develop new knowledge or skills, or to participate in the professional community.	Professional goals are extended and the teacher purposefully pursues opportunities to expand knowledge and skills, and participates in and contributes to the professional community.
6.3 <i>Working with communities to improve professional practice.</i>	The teacher has limited knowledge of students' communities or how to access them to provide learning experiences for students or to promote collaboration with the school.	The teacher values students' communities and uses knowledge of them to benefit students and families, provide students with experiences that support their learning, and promote collaboration between school and community.
6.4 <i>Working with families to improve professional practice.</i>	The teacher may demonstrate respect for students' families or their backgrounds, but has limited communication with families, and is not sure how to provide opportunities for participation in the classroom or school community.	The teacher respects all students' families, understands their diverse backgrounds, maintains ongoing positive interactions, and provides multiple opportunities for meaningful participation in the classroom or school community.
6.5 <i>Working with colleagues to improve professional practice.</i>	The teacher rarely converses with colleagues, rarely seeks out other staff to meet student needs, and rarely participates in school or district events or learning activities.	The teacher engages in dialogue and reflection with colleagues, collaborates with staff to meet students' needs, and contributes to school-wide and district-wide decision making, events, and professional development.
6.6 <i>Complies with district established rules, regulations, policies, contracts and laws.</i>	Maintains conduct that is not consistent with the rules, regulations, policies, contracts and laws of the district.	Utilizes sound judgment and integrity when applying the rules, regulations, policies, contracts and laws of the district.

Nuview Union School District

CERTIFICATED EMPLOYEES  
Request for Catastrophic Leave

TO: Personnel

FROM: Employee Name (please print): \_\_\_\_\_

Position/Location: \_\_\_\_\_

**LIMITS ON CONTRIBUTION**

Catastrophic leave is defined as any illness, injury or condition that is expected to incapacitate the unit member, or a member of the unit member’s immediate family that will require the unit member to take an extended period of time off work.

In order for the unit member to be eligible for catastrophic leave the precipitating illness, injury or condition must be verified by a physician or other expert. The unit member must have no more than seven (7) days of sick leave available at the time of the request.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Date(s) of Leave: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

<p><b>For District Use Only:</b></p> <p>Sick leave available: _____</p> <p>Verified by: _____ Date: _____</p> <p>Physician or other expert verification received on: _____ (Attach copy of verification)</p>
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Distribution: Payroll  
Employee