

**Agreement  
between  
*Nuview Union School District's  
Board of Trustees*  
and  
*Nuview District Teachers'  
Association*  
2013/2014**

SIGNATURE PAGE

Agreement

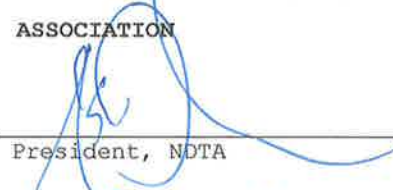
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_.

NUVIEW UNION SCHOOL DISTRICT

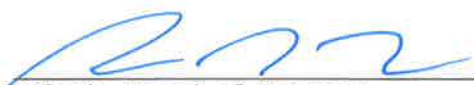
NUVIEW DISTRICT TEACHERS'  
ASSOCIATION



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



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



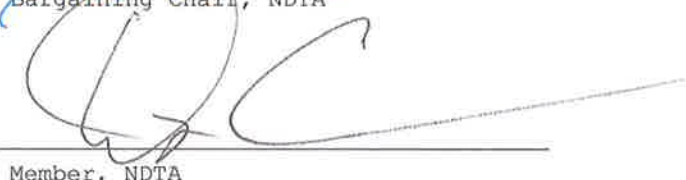
\_\_\_\_\_  
Clerk, Board of Trustees



\_\_\_\_\_  
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 2012 between the Board of Trustees of Nuvview Union School District (hereinafter referred to as "District") and Nuvview 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 Nuvview 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 Nuvview 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) the Association will inform the district of who is representing the grievant as soon as it is known, subject to change at anytime by the grievant; (b) pursuant to 8.2.6 the representative will secure a substitute, if such is necessary through the appropriate means whenever possible (c) that such time-off shall be limited solely to representing a grievant in a conference with a management person, beyond Level I, (d) grievance representatives will be held harmless by the district should they fail to provide adequate notice for securing a substitute.
- 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 twelve (12) 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. The Association President has the right to transfer days to unit members to allow for collaboration related to Association business.

## 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 Algebra I) 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.

6.5.4 Whenever a transfer or reassignment of more than two grade levels are necessary, the unit member being transferred shall receive two (2) days paid release time for moving and preparation prior to the effective date of the transfer and a stipend of \$200 to secure materials necessary for the new assignment. The District shall provide assistance in moving the unit member into the new classroom.

6.5.5 Permanent teachers transferred into new assignments after November 1<sup>st</sup> that are scheduled for evaluations that year may opt to postpone their evaluation until the next school year provided the timelines in Article X have been previously followed. Probationary teachers transferred after November 1 may have the option to keep their original evaluator following transfer.

## **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.
- 6.8.5 Once a unit member has been approved for a stipend/extra duty position, the administrator shall provide the unit member a form of Acceptance and Agreement (Appendix G) outlining terms including the name of position, applicable dates, and financial compensation to be signed by the administrator and the unit member. The form will be forwarded to the district office for approval within five (5) working days. A copy of the form, with all three signatures, will be given to the unit member within ten (10) working days. The form of Acceptance and Agreement must be signed by all parties prior to performing the additional responsibilities relating to the stipend duty. An extra-duty assignment must be signed by the administrator (or designee) and the unit member prior to performing the extra duty.

## **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's shall attempt to resolve it by an informal conference with the grievant immediate supervisor.
- 7.2.1.1 In the event that the grievance is a non-site, multi-unit member issue brought forth by NDTA, then the immediate supervisor will be the Superintendent or designee. If the grievant(s) is not satisfied with the result at Level I then the grievance shall proceed to Level III.
- 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. Written responses shall be dated and hand delivered to the grievance chairperson and the grievant on the date that appears on the written response. 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. Written responses shall be dated and hand delivered to the grievance chairperson and the grievant on the date that appears on the written response. 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 Nuview Union School District. Board Members may attend hearings as observers. 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 and Association. The party found to be in the wrong shall pay the full cost of the arbitrator's fees (section 7.2.5) and or legal fees not to exceed \$3000.

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 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.

8.1.1 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).

### **8.2 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, it is requested a unit member will give a minimum of two days advance notice to authorized district personnel. Unplanned leave notice will be as in 8.2.6.
- 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 Discretionary Leave**

- 8.4.1 Discretionary Leave days not to exceed two (2) days per year shall be added to personal necessity leave.
- 8.4.2 Discretionary Leave may be taken for any reason; however the unit member must secure a substitute through Aesop or other prescribed method prior to taking the leave. If possible the unit member should inform site administration of proposed leave date.
- 8.4.3 The number of employees on Discretionary Leave may not exceed ten percent (10%) of the employees who are covered by this Agreement.

#### **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.

## **8.7 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 Catastrophic Leave**

All unit members may opt to participate in the Catastrophic Leave Bank. A Catastrophic Leave shall be 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 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. Request for catastrophic leave must be made to the district office on the appropriate form (Appendix F). An application may also be made by the unit member's immediate family or another unit member. Once the application has been made the district office will notify NDTA president or designee. The Association president or designee will solicit unit members for donations of paid leave.

Donations shall be used in the order they are made. Unit members may donate up to three days per year; however, unit members shall donate only one day at a time. Donations shall be used only for the unit member for whom the donations are solicited. Donating unit members must have a minimum of 5 days of sick leave following the donation. Written confirmation of donated days shall be provided to contributing members at the end of each year. Unused donations, if any, shall be returned to the contributing member before the end of the school year in which the contributions are made.

#### 8.14 Domestic Partnership

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 –195 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 to unit members. The agenda will note that NDTA association announcements will commence immediately following the close of the staff meeting. In an emergency, the principal may call meetings when needed.
- 9.5 The length of the work day 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 time may occasionally be necessary to complete the day's tasks or to meet other professional requirements as determined by the employee's site administrator. Administration shall endeavor to schedule activities such as IEPs, SSTs, and 504s within the instructional day whenever possible.
- 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.
- 9.9.2 Extra-duty assignments that include direct instruction to students shall receive \$42

per hour.

9.9.3 Unit members teaching classes beyond their workday that generate ADA and/or classes required for high school graduation will be compensated at 1/6 of their daily rate of pay per hour of instruction.

9.9.4 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 At the beginning of the school year, a minimum of 50% of non-student teacher workdays shall be dedicated for classroom preparation. The remaining 50% may be used at the discretion of administration.

9.11 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.

9.12 Other than for an emergency that relates to student/staff in a situation that poses an immediate risk to health, life, property or environment, unit members will not be required to teach during their preparation period. If the unit members substitute during their prep period in an emergency situation, the unit members will be compensated at a rate of \$35.00 per period substitution.

Special Education teachers, Speech Therapists, Psychologists, and Nurses shall not be required to substitute.

9.12.1 If unit members agree to substitute during their prep period on a day to day basis the unit member will be compensated at a rate of \$35.00 prep period substitution.

9.12.2 In the event that the unit members agree to teach any assignment during their preparation period for 5 working days or more, they shall be compensated at 1/6 of their daily rate of pay for the term of the assignment retroactive to the first day of the assignment.

9.13 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 Nuvview Union School District.

9.13.1 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.

9.13.2 Full-day kindergarten assignments shall be posted and filled consistent with procedures outlined in Article VI.

9.13.3 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.

9.13.4 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** Those unit members who are regularly scheduled to be evaluated will be so notified by the evaluator no later than the tenth day of the work year. Such notice will contain a brief explanation as to the procedures for evaluation, the Description of Practice Self Assessment, and a date for an initial goal setting meeting with the evaluator. All unit members shall be observed and evaluated in relation to the California Standard(s) for the Teaching Profession or the America School Counselor Association Standard(s).

A. Every first and second year probationary unit member shall have a minimum of three formal observations and a summative evaluation by no later than March 1 of each year. Additional observations beyond the minimum shall be scheduled only after a meeting with the evaluator pursuant to 10.3

B. The evaluator shall perform a minimum of two formal observations and a summative evaluation of permanent unit members no less than once every two years and no later than 30 days prior to the end of the school year. Additional observations beyond the minimum shall be scheduled only after a meeting with the evaluator pursuant to 10.3. Tenured unit members may agree to move their evaluation period by one year with mutual agreement of evaluator.

C. Provided this paragraph aligns with current CA Education Code, permanent unit members can opt to move their evaluation period to “at least every five years” provided they have submitted a written request to their evaluator no later than the twenty-first day of the evaluation cycle year and meet the following qualifications. Pursuant to CA Education Code 44664, permanent teachers who have been with the District at least 10 consecutive years, who are “highly qualified” pursuant to the laws and regulations under “No Child Left Behind” (20. U.S.C. 7801, et seq.) and whose most recent evaluation rating is “meets or exceeds” standards may be evaluated at least every five years, provided the teacher and his/her evaluator mutually consent. This mutual consent shall be documented in writing using the Five Year Evaluation Cycle Agreement Form( Appendix H) for each five year cycle. At any time, the teacher or the evaluator may withdraw consent, returning to the “no



less than once every two years” cycle. In this case the teacher or evaluator will provide a written rationale.

10.1.1 The evaluator and unit member, during the goal setting meeting, jointly determine the time and number of scheduled formal observations no later than the 21<sup>st</sup> day of the work year. At this meeting the evaluator and unit member shall jointly set goals based upon their Description of Practice Self-Assessment, and the California Standard(s) for the Teaching Profession. Unit members who have completed at least 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. Participation is contingent upon mutual agreement between the evaluator and the unit member.

**10.2** The primary focus of Option II is to support the initiative and ongoing reflective growth of the unit member. The Option II evaluation model does not require formal observations. The unit member may request that observations take place. Numerous alternative means of demonstrating the CSTP standards are possible. The following list suggests some possible strategies:

- Digital portfolio/ recording of classroom instruction;
- A self-rating form mutually agreed upon by the Unit Member and the evaluator;
- A teacher maintained journal reflecting activities designed to address the Standard(s);
- A teacher maintained portfolio of lesson plans, student products, assessment information, etc.;
- Other methods as mutually determined by Unit Member and Evaluator.

**10.3** The evaluator may become aware during the school year of performance that is unsatisfactory or requires improvement. The Evaluator shall meet with the unit member as soon as the need for improvement is known. In such cases, counseling, assistance, and specific suggestions for improvement shall be provided and subsequent classroom observations may be scheduled to determine progress. The unit member shall be kept informed of progress made and the results of any such interim observations reflected in Section C of the Teacher Evaluation Summary Sheet. (Appendix E).

**10.4** 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. The unit member has the right to include an additional administrator and/or union representative at any scheduled meeting or observation similar to the process described in 4.3.

**10.5** A Formal Observation Conference Summary shall be provided to the unit member during a post observation conference, which shall take place within ten (10) working days of each formal observation.

10.5.1 Following any Conference Summary Meeting, the Unit Member has the right to request the evaluator perform additional observation(s).

- 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 the unit member's file at an executive session of the 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 forms are included in Appendix E.

## **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 2013-2014 salary schedule is attached as Appendix A.
- 11.2 Unit members new to the district will be assigned to the step and column on the salary schedule for which they qualify by reason of degrees, credentials, certificates, units and experience. Six (6) months or more based on a ten (10) month school year will count as one

(1) year of experience. Beginning with 2014 - 15 school year, not more than fourteen (14) years of previous teaching experience is allowed at initial placement on the salary schedule

- 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 \$10,000 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.

12.2.1 In the event a health insurance provider or broker holds or releases any equity rebate or other form of refund to the District, the District will immediately notify the NDTA president or designee and will apply the certificated (non-management) portion of the rebate, divided equally among all unit members, to reduce the out of pocket health and welfare expenses of all unit members for the following school year. An eligible unit member shall be defined as any individual currently employed by the District at the time of the rebate or refund who worked at least ½ time in a position represented by NDTA who did not opt out of benefits during the year for which the equity rebate or refund was issued.

12.2.2 It is agreed and understood by both parties that all Insurance Benefit Committees are advisory and that any recommendations from such a committee will be forwarded to the District and to the NDTA negotiations team and NDTA Executive Board for final approval.

**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.

**12.4** Unit members will be provided no less than \$350 per year for classroom supplies. Request for purchases or reimbursements must be made between July 1 and April 1 of each school year. In the event the district adopts its annual budget with a qualified or negative certification, the classroom supply allotment may be reduced to \$200. Nothing in this article limits the ability of administration to budget additional dollars for classroom supplies, department or grade level supply budgets or additional money for new teachers.

**12.5** The district will provide each unit member with a \$50,000 life insurance policy through Prudential Financial or any other reputable insurance company.

## **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 April 22, 2014 and effective July 1, 2013 to and including June 30, 2014.

#### **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

007 INTERN		CRED/BA BA + 15	BA + 30	BA + 45 MA	BA + 60 MA-15	BA + 75 W/MA MA + 30
42,468	1	46,194	47,810	49,481	52,215	53,727
	2	47,810	49,481	51,215	53,007	55,519
	3	49,810	51,215	53,007	54,864	57,375
	4	51,225	53,007	54,864	56,781	59,296
	5	53,007	54,864	56,781	58,770	61,281
	6		56,781	58,770	60,823	63,335
	7		58,770	60,823	62,954	65,465
	8		60,823	62,954	65,160	67,671
	9		62,954	65,160	67,439	69,952
	10			67,439 Do not go below line	69,798	72,310
	11			69,798	72,242	74,756
	12			72,242	74,771	77,285
	13			74,771	77,389	79,902
	14				80,094	82,609
	15				80,735	83,304
	16				81,375	84,000
	17				82,901	85,412
	18				84,351	86,862
	19				85,050	87,675
	20				85,802	88,313
	23				88,805	91,316
	25				91,025	93,601

Appendix A-1

SPECIALIST/COUNSELORS

195 Days

	<b>BA+60 MA+15</b>	<b>BA+75 w/MA MA+30</b>
<b>1</b>	<b>\$57,895.95</b>	<b>60,742.50</b>
<b>2</b>	<b>\$59,921.40</b>	<b>62,752.20</b>
<b>3</b>	<b>\$62,019.30</b>	<b>64,857.45</b>
<b>4</b>	<b>\$64,189.65</b>	<b>67,036.20</b>
<b>5</b>	<b>\$66,434.55</b>	<b>69,271.65</b>
<b>6</b>	<b>\$68,758.20</b>	<b>71,602.65</b>
<b>7</b>	<b>\$71,163.75</b>	<b>74,005.05</b>
<b>8</b>	<b>\$73,659.60</b>	<b>76,505.10</b>
<b>9</b>	<b>\$76,236.30</b>	<b>79,078.65</b>
<b>10</b>	<b>\$78,903.30</b>	<b>81,740.40</b>
<b>11</b>	<b>\$81,664.80</b>	<b>84,505.05</b>
<b>12</b>	<b>\$84,525.00</b>	<b>87,364.20</b>
<b>13</b>	<b>\$87,482.85</b>	<b>90,323.10</b>
<b>14</b>	<b>\$90,542.55</b>	<b>93,382.80</b>
<b>16</b>	<b>\$93,187.50</b>	<b>94,972.50</b>
<b>17</b>	<b>\$93,713.55</b>	<b>96,550.65</b>
<b>20</b>	<b>\$96,992.70</b>	<b>99,839.25</b>
<b>23</b>	<b>\$100,387.35</b>	<b>103,221.30</b>
<b>25</b>	<b>\$102,395.00</b>	<b>106,317.75</b>

Extra Duty Compensation  
(Effective 5/24/2011)

Appendix B

Position	Elementary	Middle School	High School
District Student Activities Coordinator		\$2205	
District ELD Coordinator		\$2205	
District Special Education Coordinator		\$2205	
District Work Experience Coordinator		\$2205	
District AVID Coordinator		\$2205	
Site AVID Chair	\$1323	\$1323	\$1323
Site Administrative Designee	NA	\$1500	NA
Site Special Education Chair	\$1323	\$1323	\$1323
Site Web Master	\$275	\$275	\$275
Site ELD Program Chair	\$1323	\$1323	\$1323
Site Saturday School Coordinator	NA	NA	\$1323
Site Academic Probation Coordinator	NA	NA	\$1323
Student Study Team Coordinator	\$1323	\$1323	\$1323
Site Testing Coordinator	\$555	\$555	\$2205
Site Safety Coordinator	\$555	\$555	\$555
BTSA Support Provider (for each supported teacher)	\$2205	\$2205	\$2205
Master Teacher (for teachers who mentor and supervise a student teacher)	\$300	\$300	\$300
Staff Developer	\$1323	\$1323	\$1323
Department Chair	\$555	\$555	\$555
Site Team Leaders	\$555	\$555	\$555
ASB Sanctioned Club Advisors (including but not limited to NSF, CSF, GSA, Science, BSU, Spanish, Art, Dance, Interact, Green Fiends, etc.)	\$275	\$275	\$555
Newspaper Advisor	\$441	\$1102.50	\$2205
Yearbook Advisor	\$441	\$1102.50	\$2205
Athletic Director	NA	NA	\$3310
Head Coach (Football)	NA	NA	\$1500
Head Coach ( Volleyball, Basketball, Soccer, Baseball, Softball, Track, Cross Country, Golf, Wrestling, etc.)	\$390	\$555	\$1000
Assistant Coach	NA	NA	\$500
ASB Coordinator	\$441	\$1655	\$3310
Theater Director	NA	\$1105	\$2205
Music Director	NA	\$1105	\$2205
Special Events – Per Activity (including but not limited to Spelling Bee, Science Fair, Geography Bee, Choir, Choir/Drama Performance, Variety/Talent Show, Literacy Week Activities, 5 <sup>th</sup> Grade Activities, Red Ribbon Week Activities, Field Day, etc.)	\$200	\$200	\$200
Freshman Class Advisor	NA	NA	\$700
Sophomore Class Advisor	NA	NA	\$700
Junior Class Advisor	NA	NA	\$1323
Senior Class Advisor	NA	NA	\$1323
Extra Duty Assignments	\$35/hr.	\$35/hr.	\$35/hr.
Extra Duty Assignments that include direct instruction (\$35 per hour plus \$7 prep time per hour)	\$42/hr.	\$42/hr.	\$42/hr.
Site Written Translation Provider	\$600	\$600	\$600

**NUVIEW UNION SCHOOL DISTRICT**

**Application and Agreement for  
Shared Contract Assignment**

Current Assignment:

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

**APPLICATION FOR SHARED CONTRACT ASSIGNMENT**

- 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

**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**  
**CERTIFICATED EMPLOYEE EVALUATION HANDBOOK**

September \_\_, 20\_\_

Dear \_\_\_\_\_,

You are scheduled for a Teacher Performance Evaluation for the 2010-2011 school year. I have scheduled you for a Goal Setting Meeting with me at \_\_:\_\_ on \_\_\_\_\_, 2010. Please come prepared with the completed Description of Practice Self Assessment that is attached to this letter. This will help as we set goals together for this year.

According to my records, you are (check one):

A probationary teacher. You will have three formal evaluations this year. We will set up dates for your formal observation, go over your Description of Practice Self Assessment, and go over the formal observation lesson plan at the Goal Setting Meeting. Within ten (10) working days after each of your formal observations we will meet to go over what was observed during your lessons. By March 1st, we will sit down for a Final Summative Evaluation. Though unlikely, we may sit down to discuss an improvement plan which will lead to additional support and/or observations if needed.

A permanent teacher. You will have two options to choose from for evaluation this year. We will decide together which evaluation method is best for you. Option 1 consists of two formal evaluations. Option 2 is more flexible and can include a.) formal observations, b.) digital portfolio of classroom instruction, c.) a self-rating form, d.) a teacher maintained journal reflecting on activities designed to address the standard(s), e.) a teacher maintained portfolio of lesson plans, student products, assessment information, etc, or f.) another method agreed to by mutual consent. At the Pre-Evaluation Conference we will also discuss your Description of Practice Self Assessment (see attached sheets), and go over the formal observation lesson plan (if Option 1 is selected). Within ten (10) working days after each of your formal observations (if Option 1 is selected) we will meet to go over what was observed during your lessons. At least 30 days prior to the end of the school year, we will sit down for a Final Summative Evaluation.

I look forward to meeting with you!

Sincerely,



**NUVIEW UNION SCHOOL DISTRICT TEACHER PERFORMANCE EVALUATION**

**Description of Practice Self Assessment**

Teacher's Name:	Grade Level(s):	Subject(s) Taught:	School Year:  -
-----------------	-----------------	--------------------	-----------------------

<b>Status:</b> <input type="checkbox"/> Permanent Teacher <input type="checkbox"/> Probationary Teacher	<b>School Site:</b> <input type="checkbox"/> Nuview Bridge Early College High School <input type="checkbox"/> Mountain Shadows Middle School <input type="checkbox"/> Nuview Elementary <input type="checkbox"/> Valley View Elementary <input type="checkbox"/> Preschool
---	--

<b>Personal Plan Due* to Evaluator by:</b> / / <small>*Due no later than the 21<sup>st</sup> day of the work year at your scheduled goal setting meeting.</small>	<b>Directions</b> In the space provided below, a check where you believe you currently are in the continuum of teaching based on the Standards for the Teaching Profession. Tenured teachers: Before filling out this document, refer to section 10.1.1 in the contract for requirements and procedures to apply for the optional Five-Year Evaluation Cycle.
---	--

Teaching Standard #1				
<b>ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING</b>	Practice not consistent with standard expectation	Developing practice	Maturing practice	Experienced practice that exemplifies the standard
1.1 Connecting students' prior knowledge, life experiences, 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				
Teaching Standard #2				
<b>CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</b>	Practice not consistent with standard expectation	Developing practice	Maturing practice	Experienced practice that exemplifies the standard
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				
2.4 Establishing and maintaining classroom procedures for student behavior				

2.5 Planning and implementing classroom procedures and routines that support student learning				
2.6 Using instructional time effectively				
<b>Teaching Standard #3</b>				
<b>UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING</b>	Practice not consistent with standard expectation	Developing practice	Maturing practice	Experienced practice that exemplifies the standard
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				
<b>Teaching Standard #4</b>				
<b>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>	Practice not consistent with standard expectation	Developing practice	Maturing practice	Experienced practice that exemplifies the standard
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 for student needs				
<b>Teaching Standard #5</b>				
<b>ASSESSING STUDENT LEARNING</b>	Practice not consistent with standard expectation	Developing practice	Maturing practice	Experienced practice that exemplifies the standard
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				
<b>Teaching Standard #6</b>				
<b>DEVELOPING AS A PROFESSIONAL EDUCATOR</b>	Practice not consistent with standard	Developing practice	Maturing practice	Experienced practice that exemplifies the
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				

**Reflection**

Based on your self assessment, which two (2) sub-standards would you like to focus on this year?

I would like to focus on sub-standard # \_\_. \_\_

Rationale:

I would also like to focus on sub-standard # \_\_. \_\_

Rationale:

Signature of Teacher \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**NUVIEW UNION SCHOOL DISTRICT TEACHER PERFORMANCE EVALUATION SUMMARY SHEET**

**Section A: Goal Setting Meeting**

Teacher's Name:		Grade Level(s):	Subject(s) Taught:	School Year:
<b>Status:</b> <input type="checkbox"/> Permanent Teacher <input type="checkbox"/> Probationary Teacher		<b>School Site:</b> <input type="checkbox"/> Nuview Bridge Early College High School <input type="checkbox"/> Mountain Shadows Middle School <input type="checkbox"/> Nuview Elementary <input type="checkbox"/> Valley View Elementary <input type="checkbox"/> Preschool		
<b>Pre-Evaluation Conference Date*:</b> / / <small>*must be before the 21<sup>st</sup> day of the work year.</small>	<b>Time:</b> ___:___ <input type="checkbox"/> am <input type="checkbox"/> pm	<b>Evaluation Model to be Used:</b> <input type="checkbox"/> <b>Option I: Formal Observations</b> <input type="checkbox"/> <b>Option II*: Reflective Growth</b> <small>*Option II may be selected if the teacher has 1) completed at least three years of teaching in the district 2) has met the standards during their prior formal evaluation period and 3) this model is mutually agreed upon by the evaluator and teacher.</small>		

**Selection of Two California Standards for the Teaching Profession**

Based on the Description of Practice Self Assessment document, the teacher would like to focus on sub-standard # ____ Rationale:	Based on the Description of Practice Self Assessment document, the teacher would like to focus on sub-standard # ____ Rationale:
---	---

**Schedule Formal Observation #1\***

\*if Option I is selected.

<b>Date of Observation*:</b> / / <small>*no later than 30 days prior to the end of the school year</small>	<b>Time of Observation:</b> ___:___ <input type="checkbox"/> am <input type="checkbox"/> pm	<b>Curricular Focus of Lesson:</b>
--	--	------------------------------------

**Schedule Formal Observation #2\***

\*if Option I is selected.

<b>Date of Observation*:</b> / / <small>*no later than 30 days prior to the end of the school year</small>	<b>Time of Observation:</b> ___:___ <input type="checkbox"/> am <input type="checkbox"/> pm	<b>Curricular Focus of Lesson:</b>
--	--	------------------------------------

**Schedule Formal Observation #3\***

\*if Option I is selected. Formal Observation #3 is only for probationary teachers.

<b>Date of Observation*:</b> / / <small>*no later than March 1<sup>st</sup></small>	<b>Time of Observation:</b> ___:___ <input type="checkbox"/> am <input type="checkbox"/> pm	<b>Curricular Focus of Lesson:</b>
---	--	------------------------------------

**Option II: Reflective Growth Choices**

Please check one of the following that will be based on the California Standard(s) for the Teaching Profession:

- digital portfolio of classroom instruction
- self-rating form mutually agreed upon by the teacher and evaluator
- a teacher maintained journal reflecting on activities designed to address the standard(s)
- a teacher-maintained portfolio of lesson plans, student products, assessment information, etc.
- other method agreed to by the teacher and evaluator: \_\_\_\_\_

All information in Section A has been agreed to by both the teacher and the evaluator. The teacher has received a written explanation of the evaluation process.

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

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

**Section B: Improvement Plan**

This section only applies to teachers who have been notified of needed improvement either during a formal observation conference (~~section B~~) or at a conference requested by the evaluator.

Date of Conference:  / /	Specific Area(s) That Need Improvement:	Strategies for Improvement:
--------------------------------	---	-----------------------------

Signature of Evaluator \_\_\_\_\_ Date \_\_/\_\_/\_\_  
Signature of Teacher \_\_\_\_\_ Date \_\_/\_\_/\_\_

Date of Follow-up Conference:  / /	<input type="checkbox"/> Satisfactory progress is being made on specific area(s) listed above.  Specific Area(s) That Still Need Improvement:	Strategies for Improvement (if needed):
--	---	---

Signature of Evaluator \_\_\_\_\_ Date \_\_/\_\_/\_\_  
Signature of Teacher \_\_\_\_\_ Date \_\_/\_\_/\_\_

Date of Follow-up Conference*:  / /  <small>*Only if needed</small>	<input type="checkbox"/> Satisfactory progress is being made on specific area(s) listed in the follow-up conference section above.  Specific Area(s) That Still Need Improvement:	Strategies for Improvement (if needed):
---	---	---

Signature of Evaluator \_\_\_\_\_ Date \_\_/\_\_/\_\_  
Signature of Teacher \_\_\_\_\_ Date \_\_/\_\_/\_\_

### Section C: Improvement Plan

This section only applies to teachers with the "Improvement Plan Required for Subsequent Year" box checked off on the Final Summative Evaluation. The following improvement plan will be developed and implemented during the school year immediately following the unsatisfactory evaluation.

<p style="text-align: center;">Date of Conference:</p> <p style="text-align: center;">/ /</p> <p style="font-size: small; margin-top: 10px;">*must be before the 21<sup>st</sup> day of the work year.</p>	<p style="text-align: center;">Specific Area(s) That Need Improvement:</p>	<p style="text-align: center;">Strategies for Improvement:</p>
<p style="text-align: center;">Date of Follow-up Conference:</p> <p style="text-align: center;">/ /</p>	<p><input type="checkbox"/> Satisfactory progress is being made on specific area(s) listed above.</p> <p style="text-align: center;">Specific Area(s) That Still Need Improvement:</p>	<p style="text-align: center;">Strategies for Improvement (if needed):</p>
<p>Signature of Evaluator _____ Date <u>  </u>/<u>  </u>/<u>  </u></p> <p>Signature of Teacher _____ Date <u>  </u>/<u>  </u>/<u>  </u></p>		
<p style="text-align: center;">Date of Follow-up Conference*:</p> <p style="text-align: center;">/ /</p> <p style="font-size: x-small; margin-top: 10px;">*Only if needed</p>	<p><input type="checkbox"/> Satisfactory progress is being made on specific area(s) listed in the follow- up conference section above.</p> <p style="text-align: center;">Specific Area(s) That Still Need Improvement:</p>	<p style="text-align: center;">Strategies for Improvement (if needed):</p>
<p>Signature of Evaluator _____ Date <u>  </u>/<u>  </u>/<u>  </u></p> <p>Signature of Teacher _____ Date <u>  </u>/<u>  </u>/<u>  </u></p>		

**NUVIEW UNION SCHOOL DISTRICT TEACHER PERFORMANCE EVALUATION**

**Formal Observation Lesson Plan**

Teacher's Name:	Grade Level(s):	Subject(s) Taught:	School Year:
-----------------	-----------------	--------------------	--------------

<b>Status:</b> <input type="checkbox"/> Permanent Teacher <input type="checkbox"/> Probationary Teacher	<b>School Site:</b> <input type="checkbox"/> Nuview Bridge Early College High School <input type="checkbox"/> Mountain Shadows Middle School <input type="checkbox"/> Nuview Elementary <input type="checkbox"/> Valley View Elementary <input type="checkbox"/> Preschool
---	--

<b>Date of Observation*:</b>  / /	<b>Time of Observation:</b>  ____:____ <input type="checkbox"/> am <input type="checkbox"/> pm
---	--

\*no later than 30 days prior to the end of the school year for permanent teachers and by March 1st for probationary teachers.

**Directions**

Please complete the sections below in preparation of your formal observation. Please return this form to your evaluator prior to your formal observation.

**California Content Standard(s) Addressed (Include the number and the description.)**

**Objective of Lesson**

### Lesson Plan

Check here if you will be attaching a lesson plan to this form. Otherwise, use the space below to give a detailed description of the lesson that will be observed.



**NUVIEW UNION SCHOOL DISTRICT TEACHER PERFORMANCE EVALUATION**

**Formal Observation Form**

Teacher's Name:	Grade Level(s):	Subject(s) Taught:	School Year:
-----------------	-----------------	--------------------	--------------

<b>Status:</b> <input type="checkbox"/> Permanent Teacher <input type="checkbox"/> Probationary Teacher	<b>School Site:</b> <input type="checkbox"/> Nuview Bridge Early College High School <input type="checkbox"/> Mountain Shadows Middle School <input type="checkbox"/> Nuview Elementary <input type="checkbox"/> Valley View Elementary <input type="checkbox"/> Preschool
---	--

<b>Date of Observation*:</b>  <div style="text-align: center;">/ /</div> <small>*no later than 30 days prior to the end of the school year or by March 1<sup>st</sup> for probationary teachers</small>	<b>Time of Observation:</b> ___:___ <input type="checkbox"/> am <input type="checkbox"/> pm to ___:___ <input type="checkbox"/> am <input type="checkbox"/> pm	<b>Post-Observation Meeting Date*</b>  <div style="text-align: center;">/ /</div> <small>*must take place within 10 working days of evaluation.</small>
---	--	---

**Curricular Focus of Lesson:**

1<sup>st</sup> Formal Observation  
  2<sup>nd</sup> Formal Observation  
  3<sup>rd</sup> Formal Observation (only for probationary teachers)

**Observations**

Recommendations

Commendations

Signature of Evaluator \_\_\_\_\_ Date    /    /

Signature of Teacher\* \_\_\_\_\_ Date \_\_/\_\_/\_\_

\*Signature does not indicate agreement or disagreement with the content or the process of the evaluation.

**NUVIEW UNION SCHOOL DISTRICT TEACHER PERFORMANCE EVALUATION**

**Final Summative Evaluation**

<b>Teacher's Name:</b>		<b>Grade Level(s):</b>	<b>Subject(s) Taught:</b>	<b>School Year:</b>
<b>Status:</b> <input type="checkbox"/> Permanent Teacher <input type="checkbox"/> Probationary Teacher		<b>School Site:</b> <input type="checkbox"/> Nuview Bridge Early College High School <input type="checkbox"/> Mountain Shadows Middle School <input type="checkbox"/> Nuview Elementary <input type="checkbox"/> Valley View Elementary <input type="checkbox"/> Preschool		
<b>Overall Evaluation:</b> <input type="checkbox"/> Does Not Meet Standards <input type="checkbox"/> Meets or Exceeds Standards		<b>Recommendation:</b> <input type="checkbox"/> Retain <input type="checkbox"/> Improvement Plan Required <input type="checkbox"/> Do Not Retain (for probationary teachers only)		

**Ratings**

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

**Teaching Standard #1**

**ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING**

(Assessed by one or more of the following: reflection, observation, documentation, or conferences)

Elements:	Rating:
1.1 Connecting students' prior knowledge, life experiences, 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	

**Teaching Standard #2**

**CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

(Assessed by one or more of the following: reflection, observation, documentation, or conferences)

Elements:	Rating:
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	
2.4 Establishing and maintaining classroom procedures for student behavior	
2.5 Planning and implementing classroom procedures and routines that support student learning	
2.6 Using instructional time effectively	

**Teaching Standard #3**

**UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

(Assessed by one or more of the following: reflection, observation, documentation, or conferences)

Elements:	Rating:
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	
<b>Teaching Standard #4</b>	
<b>PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS</b>	
(Assessed by one or more of the following: reflection, observation, documentation, or conferences)	
<b>Elements:</b>	<b>Rating:</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 for student needs	
<b>Teaching Standard #5</b>	
<b>ASSESSING STUDENT LEARNING</b>	
(Assessed by one or more of the following: reflection, observation, documentation, or conferences)	
<b>Elements:</b>	<b>Rating:</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	
<b>Teaching Standard #6</b>	
<b>DEVELOPING AS A PROFESSIONAL EDUCATOR</b>	
(Assessed by one or more of the following: reflection, observation, documentation, or conferences)	
<b>Elements:</b>	<b>Rating:</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	
<b>Evaluator Comments:</b>	
Signature of Evaluator _____	Date <u>  </u> / <u>  </u> / <u>  </u> *
Signature of Teacher** _____	Date <u>  </u> / <u>  </u> / <u>  </u>

\*must take place no later than 30 days prior to the end of the school year for permanent teachers and by March 1<sup>st</sup> for probationary teachers.

\*\* Signature does not indicate agreement or disagreement with the content or the process of the evaluation.

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>
--

Distribution: Payroll  
Employee

NUVIEW UNION SCHOOL DISTRICT

STIPEND & EXTRA DUTY COMPENSATION  
ACCEPTANCE AND AGREEMENT FORM

SITE: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

STIPEND/EXTRA DUTY DESCRIPTION: \_\_\_\_\_

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

ADMINISTRATOR NAME: \_\_\_\_\_

The employee above agrees to fulfill the stated position duties on the dates and with compensation as follows:

**Date (s):**

School Year       Specific Date(s): \_\_\_\_\_

Total Number of Extra Duty Hours for Specific Dates Listed Above: \_\_\_\_\_

**Compensation:**

Stipend Amount \$ \_\_\_\_\_  Hourly \$35 per hour  Hourly \$42 per hour (direct instruction)

To be paid (check one):       Annually (Jun)    OR       Bi-Annually (Jan & Jun)

**FUNDING LINE (FOR OFFICE USE ONLY):**

FUND	SCHOOL	RESOURCE	PROJECT	GOAL	FUNCTION	OBJECT	% OR AMOUNT

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

District Office Verification: \_\_\_\_\_ Date: \_\_\_\_\_

## Appendix H

### Five Year Evaluation Cycle Agreement Form

Section 10.1.1 of the NUSD/NDTA Collective Bargaining Agreement provides an opportunity for permanent teachers to be evaluated every five years if the following criteria are met:

*“pursuant to CA education code 44664, permanent teachers who have been with the District at least 10 consecutive years, who are “highly qualified” pursuant to the laws and regulations under “No Child Left Behind” (20. U.S.C. 7801, et seq.) and whose most recent evaluation rating is “meets or exceeds” standards may be evaluated at least every five years, provided the teacher and his/her evaluator mutually consent.”*

Employee Name	Date	School/Location
Assignment	Date of Hire	Permanent Employee Yes/No
Evaluating Administrator	Site	Title/Subject/Grade Level
Date of Last Evaluation	Date of Next Evaluation (Five Years from Date of Last)	Comments

To participate in this option, the teacher and evaluator need to sign and date their statements below and make a copy for your record.

**Comments By Teacher:**

I wish to be evaluated every five years. My signature indicates my consent and I understand that either party may withdraw consent for this evaluation option at any time. *At any time, the teacher or the evaluator may withdraw consent returning to the “no less than once every two years” cycle. In this case the teacher or evaluator will provide a written rationale.*

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

**Comments By Evaluator/Administrator:**

- I have reviewed the request, evaluations, and qualifications of the above mentioned teacher, and I mutually consent for him/her to be evaluated every five years.
- I have reviewed the request, and the unit member is not eligible for this option.
- I have reviewed the request, evaluations, and qualifications of the above mentioned teacher, and I **do not** mutually consent for him/her to be evaluated every five years for the following reasons.

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

\_\_\_\_\_  
Evaluator/Administrator

\_\_\_\_\_  
Date

Cc: Personnel File  
Site File  
Employee